

Regular Town Council Meeting

November 17, 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/85905844305?pwd=FNuwlvmQezMibCLBGOGUljNfdBXZcG.1>

Or join at zoom.com with Webinar ID: **859 0584 4305** and Password: **83001** or by phone: **+1 669 444 9171**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Small Business Saturday

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. November 3, 2025 Regular Town Council Meeting
- B. Disbursements
- C. October Municipal Court Report
- D. Contracts
 - 1. Thaw Well Agreement with the Lockhart Cattle Company
 - 2. Memorandum of Understanding with Partners for Public Good
 - 3. Contract with Path Point Merchant Services, LLC
 - 4. Release and Termination of Encroachment Agreements with Robert and Sandra Owens

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.

5. Contract with Eco Consulting LLC
- E. Award Bid 26-05 for the Procurement of a New Police Administration Truck (Johnny Ziem)

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

- A. Administration
 1. Jackson Hole Community Housing Trust - Nelson Drive Rental Housing Opportunity (Tyler Sinclair) - *This item will be continued to the regularly scheduled December 1 meeting.*
 2. Water Quality Testing at Waste Water Treatment Plant Wetlands (Tanya Anderson & Johnny Ziem)
 3. Third Party Review of Virginian Development Project Scoping Staff Report (Tyler Sinclair)
- B. External Affairs
 1. Community Engagement (Susan Scarlata)
- C. Internal Services
 1. Application for Liquor License Transfer of Ownership CP Teton Resort Property Owner LLC at 400 E. Snow King Ave. (Roxanne Robinson)
- D. Planning & Building
 1. Text Amendments Related to Nonconforming Development, Parking Standards, and Administrative Adjustments (P25-176) (Andrew Bowen)

VI. RESOLUTIONS

- A. Resolution 25-23: Karns Meadow LWCF Grant Application (Max Moran & Tyler Florence)

VII. ORDINANCES

- A. Ordinance D: An Ordinance Amending Title 12 Regarding Human Interment (Third Reading, to be designated Ordinance 1449)
- B. Ordinance E: An Ordinance Providing an Exemption to Workforce Housing Mitigation (Andrew Bowen, First Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports
- B. Nelson Drive Annexation Public Hearing Date (Riley Hovorka)

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. EXECUTIVE SESSION

Adjourn meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii) and to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would

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cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii).

XI. 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.

SMALL BUSINESS SATURDAY AND SHOPPING LOCALLY

WHEREAS, the Jackson community celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, there are over 33 million small businesses in the United States, with 99.9% of businesses in the US being small businesses; and

WHEREAS, 45.9% of Americans are employed by small businesses; and

WHEREAS, since its inception in 2010, Small Business Saturday has driven an estimated \$200 billion in spending at small businesses on that day; and

WHEREAS, the Jackson Town Council supports our local businesses that create jobs, boost our local economy, and preserve our community; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Arne Jorgensen, Mayor of the Town of Jackson do hereby proclaim November 29, 2025 as Small Business Saturday and urge the residents of our community to support small businesses and merchants on Small Business Saturday and throughout the year.

DATED THIS 17th DAY OF NOVEMBER 2025.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk



TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 3, 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, Floren Poliseo, Johnny Ziem, Paul Anthony, Michelle Weber, 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 read proclamations for Extra Mile Day and Veterans Day.

Public Comment. Rick Howe and Odessa Freimuth made public comment.

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

- A. **Meeting Minutes.** To approve minutes from the October 6, 2025 Regular Town Council Meeting, October 13, 2025 Special Town Council Meeting, October 20, 2025 Regular Town Council Workshop, October 20, 2025 Regular Town Council Meeting, and October 23, 2025 Special Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. 107 WEST DESIGN, LLC \$3,875.00; ACE HARDWARE \$1,224.96; AFLAC \$1,574.03; AMAZON \$992.93; ANTLER MOTEL, INC. \$15,750.00; APPLE INC \$7,626.00; AT&T \$315.66; ATELIER 43 LLC \$2,983.75; AUTOMOTIVE EQUIPMENT \$636.03; AYLING, ALEX \$407.00; BRIGGS, ERIC L \$112.27; BRIGHTLY -\$2,546.37; BRINKMAN CONSULTING, INC \$3,750.00; BRODOWSKY, HAYDEN \$1,639.92; BUCKRAIL \$630.00; CANVA US INC. \$56.10; CENTURYLINK \$2,406.85; CHARGEPOINT, INC \$145.00; CLIMB WYOMING \$1,531.25; COLORADO ASSOCIATION OF SKI TOWNS \$190.00; COMMUNITY SAFETY NETWORK \$20,000.00; CONRAD & BISCHOFF INC. \$27,323.28; CONTROL SYSTEM TECHNOLOGY, INC. \$3,600.00; COOK GRADING AND PAVING, LLC \$540,956.88; COPYWORKS, LLC \$330.00; CORE & MAIN LP \$177.61; CTAA \$28.00; CUSTOM ELECTRONIC CONSULTANTS INC \$64,733.02; DAWSON INFRASTRUCTURE SOLUTIONS \$3,102.33; DEAN'S PEST CONTROL LLC \$400.00; DECKER GLASS \$492.18; DEVINE, JOE \$175.00; DEX IMAGING \$195.05; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$212.12; ELEMENT PLUMBING, INC. \$2,000.00; ENERGY LABORATORIES INC. \$2,689.00; EVANS CONSTRUCTION INC \$1,119,605.85; EVIDENT \$841.61; EVOLUTION CONCRETE CUTTING \$8,680.00; FERGUSON ENTERPRISES, INC \$252.98; FLEETPRIDE \$141.38; FLOYD'S TRUCK CENTER \$3,169.00; FODOR LAW OFFICE \$2,020.00; FREEDOM MAILING SERVICE INC. \$1,956.76; FURBER, WINSLOW \$118.99; GARCIA, DAVID \$1,966.70; GRAND TETON PLAZA \$1,000.00; HABITAT FOR HUMANITY \$564.00; HACH CHEMICAL CO. \$2,072.53; HAMMONDS, DEBBIE \$130.00; HD FOWLER COMPANY \$1,378.00; HDR ENGINEERING, INC \$8,602.50; HIGH COUNTRY LINEN \$1,339.36; HOLE FOOD RESCUE \$6,250.00; IDENTISYS, INC \$695.00; IDEXX DISTRIBUTION, INC. \$528.55; IIMC \$195.00; IMMIGRANT HOPE \$2,000.00; INTERSTATE BATTERY \$317.90; INTOXIMETERS INC. \$537.00; IVY OUTDOOR SERVICES LLC \$20,174.66; JACKSON CURBSIDE INC. \$3,076.00; JACKSON GROUP LOCKBOX \$1,644.63; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE HISTORICAL SOCIETY \$5,000.00; JACKSON HOLE NEWS & GUIDE \$6,130.90; JACKSON LUMBER INC \$32.17; JANAK, ADAM \$12,000.00; JOE JOHNSON EQUIPMENT \$6,608.51; JORGENSEN ASSOCIATES, PC -\$1,395.00; JORGENSEN, ARNE OLAUS \$236.17; LEVEL 3 COMMUNICATIONS, LLC \$1.56; MED-ENG, LLC \$2,823.00; MSC INDUSTRIAL SUPPLY CO \$444.79; NAPA AUTO PARTS INC. \$821.49; NELSON ENGINEERING \$21,279.40; OLD WILSON SCHOOL AND COMMUNITY CENTER \$830.00; ONE 22, INC. \$45,000.00; ONE CALL OF WYOMING \$378.00; PLATT \$15,456.57; POINT S REXBURG \$948.68; POST LAKE LENDING \$438.87; PREMIER TRUCK- SALT LAKE CITY \$310.97; PROFESSIONAL WINDOWS AND DOORS \$23,775.00; RAFTELIS \$525.00; RICH, SAMUEL \$525.01; RILEY, KYLE \$800.00; RIZZOTTI, KENNETH \$16,000.00; SCHECHTER, JONATHAN \$1,658.05; SCHWARTZ, ANDY \$5,000.00; SENIOR CENTER OF JACKSON HOLE \$35,505.00; SHERWIN-WILLIAMS CO. \$128.18; SIMONSON, MARSHALL \$4,452.40; SNOW KING HOTEL \$9,240.00; SOUTHERN TIRE MART LLC \$69.00; SPECTRUM \$100.00; SPRING CREEK ANIMAL HOSPITAL \$8,815.10; STANDARD PLUMBING SUPPLY CO. \$28.35; STAR VALLEY HEALTH \$230.30; STATE FIRE IDAHO \$11,313.14; STEALTH MODE

THREE LLC \$4,484.38; SUPPLYHOUSE LLC \$329.04; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON COUNTY HISTORIC \$13,425.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$129.00; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY PUBLIC WORKS \$4,341.68; TETON COUNTY-FUND 10 \$20,219.50; TETON LITERACY CENTER \$23,572.50; TETON MOTORS INC \$32,380.03; TETON TRUST FOR HISTORIC PLACES \$7,500.00; TETON YOUTH & FAMILY SERVICES \$105,292.75; THE AFTERMARKET PARTS COMPANY, LLC \$83.78; THE CHILDREN'S LEARNING CENTER \$75,645.50; THE TIRE RACK, INC. \$5,146.00; TMSC LLC \$5,360.00; ULINE \$3,449.34; USA BLUE BOOK \$2,921.78; VALENTINE, B. TYLER \$305.00; VEMCO, INC. \$5,400.00; VERIZON WIRELESS \$6,346.44; VOICES JACKSON HOLE \$1,500.00; WATKINS, MARK \$72.05; WEST COAST CODE CONSULTANTS \$1,460.00; WESTERN STATE \$142.19; WHITE GLOVE CLEANING, INC. \$400.00; WILD THINGS \$4,295.00; WILSON, BRIAN \$280.00; WINDCAVE INC \$10.99; WYOMING FIRST AID & SAFETY \$422.98

C. Contracts.

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

D. 2025 Cache Creek Drive Storm Inlets Project. 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.

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

Community Engagement Task Force. A motion was made by Jonathan Schechter and seconded by Devon Viehman to continue this item. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Millward Parking Structure Overnight Rates. Charlotte Frei, Shawn Stevens, and Lea Colasuonno made staff comment. Council held discussion with staff. John Dire, Eric Doyle, Stephen Keller, and Nat Harkins made public comment.

Council recessed at 7:45pm and reconvened at 8:00pm.

Lea Colasuonno made staff comment. A motion was made by Devon Viehman and seconded by Kevin Regan to direct staff to implement the following two programs for the parking at the Millward/Simpson garage from midnight to 4:00AM:

- 1) A parking program for non-locals that is \$5 per hour, for a maximum overnight rate up to \$20;
- 2) A local's discount program, defined as those that prove residency within the Town of Jackson for 100 residents valid from November 1, 2025 to April 16, 2025, that is \$4 per night.

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 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. A motion was made by Alyson Sperry and seconded by Jonathan Schechter to adopt Ordinance A, An Ordinance Addressing Conflicts of Interest for Town Employees on third reading as presented and designate it Ordinance 1448. 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 second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Mayor Jorgensen commented on the request for Council’s nomination of Town Square for the National Register of Historic Places. A motion was made by Arne Jorgensen and seconded by Devon Viehman to direct the Town Manager or their designee to draft a brief Scoping Staff Report about the designation of the Town Square local historic status to be added to an agenda within 60 days. Alyson Spery commented on the local Model UN conference. Mayor Jorgensen commented on recent travel to D.C. to meet with legislators and department heads. Council discussed the ongoing government shutdown.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on a ballot response that is needed for Flat Creek Watershed Improvement District and temporary sign permits for Jackson Hole Food and Wine Festival, TCSAR Foundation, and JH Art Association. A motion was made by Kevin Regan 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 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 8:24 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: November 12, 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
425	ACE EQUIPMENT & SUPPLY	179600	LIFT INSPECTION	10/20/2025	1,540.00	.00	
Total 425:					1,540.00	.00	
51	ACE HARDWARE	907641	CONTRACTOR BAGS-PMT APP	05/22/2025	16.99	.00	
51	ACE HARDWARE	920791	PEN PAINT	09/17/2025	29.98	.00	
51	ACE HARDWARE	922440	CONCRETE, PUTTY KNIFE, DRI	10/03/2025	46.46	.00	
51	ACE HARDWARE	922677	WALL PLATE	10/06/2025	3.58	.00	
51	ACE HARDWARE	923118	ROD THREADS	10/09/2025	7.99	.00	
51	ACE HARDWARE	923176	CHAIN LINK & SPRING	10/10/2025	23.46	.00	
51	ACE HARDWARE	923489	QUICK LINK	10/14/2025	10.47	.00	
51	ACE HARDWARE	923667	BIT HAMMER	10/15/2025	26.99	.00	
51	ACE HARDWARE	923753	TAPE	10/16/2025	30.98	.00	
51	ACE HARDWARE	924357	PAINT	10/22/2025	7.99	.00	
51	ACE HARDWARE	924487	SCREWS	10/23/2025	9.99	.00	
51	ACE HARDWARE	924537	WALL PLATE	10/23/2025	1.99	.00	
51	ACE HARDWARE	924930	WASTE BASKETS	10/28/2025	71.96	.00	
51	ACE HARDWARE	924985	COMBO KIT, BITS, & CLAMP	10/28/2025	317.44	.00	
51	ACE HARDWARE	925023	GLOVES	10/29/2025	79.98	.00	
51	ACE HARDWARE	925135	BLADES	10/29/2025	31.98	.00	
51	ACE HARDWARE	925318	KEYS	10/31/2025	68.40	.00	
51	ACE HARDWARE	925326	GLOVES	10/31/2025	24.99	.00	
51	ACE HARDWARE	925544	ADAPTERS	11/03/2025	27.97	.00	
51	ACE HARDWARE	925560	ADAPTERS	11/03/2025	38.96	.00	
51	ACE HARDWARE	925564	LIGHTER, TAPE & SPLICE	11/03/2025	25.97	.00	
Total 51:					904.52	.00	
5726	AMAZON	112-3103153-9	MEDICINE	09/26/2025	52.79	.00	
5726	AMAZON	114-7396627-5	PROBIOTICS	08/30/2025	49.45	.00	
5726	AMAZON	114-8758821-6	CAT LITTER	10/10/2025	182.55	.00	
5726	AMAZON	11PQ-HKVN-9	JUMP ROPE	10/16/2025	28.76	.00	
5726	AMAZON	1CQG-KLNK-C	KEYBOARD CASE, CART, DOLL	11/06/2025	1,519.66	.00	
5726	AMAZON	1DNV-FFMD-F	RETURN ICE MELT	11/05/2025	69.99	.00	
5726	AMAZON	1G9C-1JX3-Q7	KLEENEX	10/27/2025	29.79	.00	
5726	AMAZON	1K63-THTX-KT	USB DRIVES	11/07/2025	299.82	.00	
Total 5726:					2,092.83	.00	
6250	ARBOR WORKS TREE SERVICE	10094	REMOVE TREE	10/28/2025	2,000.00	.00	
Total 6250:					2,000.00	.00	
7523	ATELIER 43 LLC	2411-1025	EQUIPMENT WELL	11/03/2025	900.00	.00	
7523	ATELIER 43 LLC	2507-1025	HEADER CHANGES AT BATHRO	11/03/2025	172.50	.00	
Total 7523:					1,072.50	.00	
4774	BIG R RANCH & HOME	1325/1	HITCH PIN	10/16/2025	8.99	.00	
Total 4774:					8.99	.00	
7461	BLACK WIDOW WELDING 2 LLC	1316	CUT OFF & INSTALL NEW RACK	10/17/2025	2,100.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7461	BLACK WIDOW WELDING 2 LLC	1322	PLOW TRUCK WING REINFORC	10/29/2025	1,741.84	.00	
Total 7461:					3,841.84	.00	
4485	BLISS CARGO	17714	DELIVERY OF PACKAGE	09/03/2025	46.88	.00	
Total 4485:					46.88	.00	
7394	BOLAND, ANITA	120125	350 N Millward - December Rent	12/01/2025	2,263.80	.00	
Total 7394:					2,263.80	.00	
7077	BURKHOLDER, SHAWN	120125	130 E Kelly ♦ December Rent	12/01/2025	2,141.61	.00	
Total 7077:					2,141.61	.00	
5	CARQUEST AUTO PARTS INC.	6090-704747	OIL FILTER	10/27/2025	4.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-704762	WIPER BLADES, OIL FILTER & F	10/27/2025	122.09	.00	
Total 5:					126.09	.00	
102	CASELLE INC.	INV-12472	MAINTENANCE & SUPPORT DE	11/01/2025	2,388.00	.00	
Total 102:					2,388.00	.00	
544	CENTURYLINK	AUG25-334064	PHONE SERVICE	08/13/2025	66.48	66.48	11/04/2025
544	CENTURYLINK	JULY25-33340	PHONE SERVICE	07/13/2025	66.48	66.48	11/04/2025
544	CENTURYLINK	OCT25-333897	PHONE SERVICE	10/07/2025	2,168.86	2,168.86	11/04/2025
544	CENTURYLINK	OCT25-334064	PHONE SERVICE	10/13/2025	65.88	65.88	11/04/2025
544	CENTURYLINK	SEPT25-33406	PHONE SERVICE	09/13/2025	66.48	66.48	11/04/2025
Total 544:					2,434.18	2,434.18	
6257	CERTIFIED LABORATORIES	9362792	TO-4 MG, CITRUS KLAU, X-433,	10/20/2025	891.45	.00	
6257	CERTIFIED LABORATORIES	9362792	TO-4 MG, CITRUS KLAU, X-433,	10/20/2025	1,369.50	.00	
6257	CERTIFIED LABORATORIES	9363301	AEROSOLS	10/20/2025	408.45	.00	
Total 6257:					2,669.40	.00	
7089	CHARLIE'S PLUMBING OF JH	13905	PLUMBING CACHE ST	11/01/2025	670.00	.00	
Total 7089:					670.00	.00	
69	COMMUNITY ENTRY SERVICES	10242025	JULY TO SEPT 2025 SERVICES	10/24/2025	45,000.00	.00	
Total 69:					45,000.00	.00	
514	CONRAD & BISCHOFF INC.	IN-933496-25	GAS & DIESEL	10/21/2025	24,326.70	.00	
514	CONRAD & BISCHOFF INC.	IN-944295-25	GAS	10/29/2025	13,455.41	.00	
514	CONRAD & BISCHOFF INC.	IN-944308-25	DIESEL	10/29/2025	15,640.04	.00	
Total 514:					53,422.15	.00	
4887	CONTROL SYSTEM TECHNOLO	11692	TROUBLESHOOT WIN911	11/03/2025	300.00	.00	
Total 4887:					300.00	.00	
7500	CONWAY, LARS	120125	145 Moose - December Rent	12/01/2025	2,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7500:					2,500.00	.00	
3001	CREATIVE ENERGIES, LLC	11462	BUS BARN MICROINVERTER	10/27/2025	600.00	.00	
3001	CREATIVE ENERGIES, LLC	11466	LABOR REPLACING INVERTER	10/27/2025	16,872.00	.00	
3001	CREATIVE ENERGIES, LLC	11469	LABOR SMA TRIPOWER WARR	10/28/2025	600.00	.00	
Total 3001:					18,072.00	.00	
7111	DAWSON INFRASTRUCTURE S	INV216179	BLOWER HOSE	10/29/2025	590.45	.00	
7111	DAWSON INFRASTRUCTURE S	INV216181	CLAMP HOSE	10/30/2025	735.70	.00	
Total 7111:					1,326.15	.00	
7649	DECKER GLASS	IRSW010270	WINDSHIELD	10/21/2025	313.31	.00	
7649	DECKER GLASS	RRSW010298	RETURN MOULDING	10/21/2025	24.45-	.00	
Total 7649:					288.86	.00	
3881	DEX IMAGING	AR14219469	COPIES	10/28/2025	415.69	.00	
Total 3881:					415.69	.00	
7037	DICK ANDERSON CONSTRUCTI	CP101025	VALLEY GUTTER	11/04/2025	40,777.93	.00	
Total 7037:					40,777.93	.00	
6883	DIVISION OF CHILD SUPPORT	10312025	DCSE CASE #0005405448	10/31/2025	509.23	509.23	10/31/2025
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	11052025	Crime Victim Surcharge	11/05/2025	600.00	.00	
Total 2175:					600.00	.00	
7446	ELAN ONE CARD	10312025	Chief of Police 0494 GUAVA & JA	10/31/2025	19.86	19.86	11/07/2025
7446	ELAN ONE CARD	10312025	Community Development 3840 G	10/31/2025	2,040.00	2,040.00	11/07/2025
7446	ELAN ONE CARD	10312025	Facilities PW 4135 UW MADISON	10/31/2025	860.25	860.25	11/07/2025
7446	ELAN ONE CARD	10312025	Finance 9639 PHILLIPS 66	10/31/2025	38.98	38.98	11/07/2025
7446	ELAN ONE CARD	10312025	JPD Sergeant 2280 FRED MEYE	10/31/2025	153.64	153.64	11/07/2025
7446	ELAN ONE CARD	10312025	JPD Training Two 6480 GOLDEN	10/31/2025	40.00	40.00	11/07/2025
7446	ELAN ONE CARD	10312025	Animal Shelter 3324 SMITHS	10/31/2025	123.92	123.92	11/07/2025
7446	ELAN ONE CARD	10312025	Chief of Police 0494 AUDIBLE	10/31/2025	16.00	16.00	11/07/2025
7446	ELAN ONE CARD	10312025	Detective Sergeant 6677 GUARDI	10/31/2025	125.00	125.00	11/07/2025
7446	ELAN ONE CARD	10312025	Facilities PW 4135 SUPPLYHOU	10/31/2025	408.54	408.54	11/07/2025
7446	ELAN ONE CARD	10312025	IT 7309 DISH NETWORK	10/31/2025	321.38	321.38	11/07/2025
7446	ELAN ONE CARD	10312025	JPD Training One 7130 TASTES	10/31/2025	62.60	62.60	11/07/2025
7446	ELAN ONE CARD	10312025	Animal Shelter 3324 SMITHS	10/31/2025	63.98	63.98	11/07/2025
7446	ELAN ONE CARD	10312025	Chief of Police 0494 ALOFT COR	10/31/2025	528.84	528.84	11/07/2025
7446	ELAN ONE CARD	10312025	Detective Sergeant 6677 UPS	10/31/2025	13.88	13.88	11/07/2025
7446	ELAN ONE CARD	10312025	Facilities PW 4135 GRAINGER	10/31/2025	319.70	319.70	11/07/2025
7446	ELAN ONE CARD	10312025	IT 7309 PINKY G'S	10/31/2025	54.19	54.19	11/07/2025
7446	ELAN ONE CARD	10312025	JPD Training One 7130 SUSHI M	10/31/2025	41.45	41.45	11/07/2025
7446	ELAN ONE CARD	10312025	Legal 7687 NBI NATIONAL BUSI	10/31/2025	209.00	209.00	11/07/2025
7446	ELAN ONE CARD	10312025	Lieutenant 7867 FBI LEEDA	10/31/2025	795.00	795.00	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	27.79	27.79	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	56.24	56.24	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	141.90	141.90	11/07/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	10312025	Planning 5582 DELTA AIR	10/31/2025	62.04	62.04	11/07/2025
7446	ELAN ONE CARD	10312025	Planning 5582 RIVERHOUSE ON	10/31/2025	939.96	939.96	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 TARGET	10/31/2025	9.10	9.10	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 ALBERTSONS	10/31/2025	59.32	59.32	11/07/2025
7446	ELAN ONE CARD	10312025	Chief of Police 0494 ELWAYS	10/31/2025	159.38	159.38	11/07/2025
7446	ELAN ONE CARD	10312025	Community Development 3840 C	10/31/2025	5.35	5.35	11/07/2025
7446	ELAN ONE CARD	10312025	Detective Sergeant 6677 STAPLE	10/31/2025	85.59	85.59	11/07/2025
7446	ELAN ONE CARD	10312025	Facilities PW 4135 JD HIGH COU	10/31/2025	501.83	501.83	11/07/2025
7446	ELAN ONE CARD	10312025	IT 7309 STARLINK	10/31/2025	660.00	660.00	11/07/2025
7446	ELAN ONE CARD	10312025	JPD Training Two 6480 5.11	10/31/2025	631.30	631.30	11/07/2025
7446	ELAN ONE CARD	10312025	Streets 4277 NAPA	10/31/2025	399.00	399.00	11/07/2025
7446	ELAN ONE CARD	10312025	Town Council 2 8506 UNITED	10/31/2025	30.99	30.99	11/07/2025
7446	ELAN ONE CARD	10312025	Victim Services 1944 PARKLAND	10/31/2025	43.47	43.47	11/07/2025
7446	ELAN ONE CARD	10312025	WWTP 2901 PSI EXAMS	10/31/2025	106.00	106.00	11/07/2025
7446	ELAN ONE CARD	10312025	Chief of Police 0494 PISCO COR	10/31/2025	286.07	286.07	11/07/2025
7446	ELAN ONE CARD	10312025	Community Development 3840 C	10/31/2025	56.10	56.10	11/07/2025
7446	ELAN ONE CARD	10312025	Detective Sergeant 6677 SIDEWI	10/31/2025	119.23	119.23	11/07/2025
7446	ELAN ONE CARD	10312025	Facilities PW 4135 GRAINGER	10/31/2025	42.80	42.80	11/07/2025
7446	ELAN ONE CARD	10312025	IT 7309 BUBBAS BBQ	10/31/2025	60.88	60.88	11/07/2025
7446	ELAN ONE CARD	10312025	JPD Training Two 6480 5.11	10/31/2025	620.60	620.60	11/07/2025
7446	ELAN ONE CARD	10312025	Lieutenant 7867 BATTLE WERX	10/31/2025	40.59	40.59	11/07/2025
7446	ELAN ONE CARD	10312025	Lieutenant 7867 EXPEDIA	10/31/2025	1,422.67	1,422.67	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	199.06	199.06	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	77.34	77.34	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	172.07	172.07	11/07/2025
7446	ELAN ONE CARD	10312025	Planning 5582 OAPA CONFEREN	10/31/2025	366.90-	366.90-	11/07/2025
7446	ELAN ONE CARD	10312025	Planning 5582 SINCLAIR	10/31/2025	57.46	57.46	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 STAPLES	10/31/2025	209.66	209.66	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 WINDOWCLEA	10/31/2025	56.56	56.56	11/07/2025
7446	ELAN ONE CARD	10312025	Admin 3567 BUBBA'S BBQ	10/31/2025	30.46	30.46	11/07/2025
7446	ELAN ONE CARD	10312025	Chief of Police 0494 PURA VIDA	10/31/2025	114.59	114.59	11/07/2025
7446	ELAN ONE CARD	10312025	Community Development 3840 N	10/31/2025	53.72	53.72	11/07/2025
7446	ELAN ONE CARD	10312025	Facilities PW 4135 SP COMPRES	10/31/2025	39.99	39.99	11/07/2025
7446	ELAN ONE CARD	10312025	Finance 9639 MARRIOTT GARA	10/31/2025	72.00	72.00	11/07/2025
7446	ELAN ONE CARD	10312025	JPD Sergeant 2280 ACE	10/31/2025	23.53	23.53	11/07/2025
7446	ELAN ONE CARD	10312025	Streets 4277 BIG HOLE BBQ	10/31/2025	114.23	114.23	11/07/2025
7446	ELAN ONE CARD	10312025	Town Council 2 8506 BLUE STAG	10/31/2025	36.68	36.68	11/07/2025
7446	ELAN ONE CARD	10312025	Victim Services 1944 STINKER	10/31/2025	36.45	36.45	11/07/2025
7446	ELAN ONE CARD	10312025	WWTP 2901 CEUPLAN	10/31/2025	84.45	84.45	11/07/2025
7446	ELAN ONE CARD	10312025	Admin 3567 SILVER DOLLAR BA	10/31/2025	52.07	52.07	11/07/2025
7446	ELAN ONE CARD	10312025	Chief of Police 0494 ALOFT COR	10/31/2025	528.84	528.84	11/07/2025
7446	ELAN ONE CARD	10312025	Community Development 3840 M	10/31/2025	135.00	135.00	11/07/2025
7446	ELAN ONE CARD	10312025	Facilities PW 4135 SUPPLYHOU	10/31/2025	329.04	329.04	11/07/2025
7446	ELAN ONE CARD	10312025	Finance 9639 MARRIOTT	10/31/2025	538.24	538.24	11/07/2025
7446	ELAN ONE CARD	10312025	JPD Training One 7130 SNAKE R	10/31/2025	65.00	65.00	11/07/2025
7446	ELAN ONE CARD	10312025	Lieutenant 7867 MAVERIK	10/31/2025	39.86	39.86	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	232.23	232.23	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	25.00	25.00	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	102.57	102.57	11/07/2025
7446	ELAN ONE CARD	10312025	Planning 5582 SHELL OIL	10/31/2025	25.00	25.00	11/07/2025
7446	ELAN ONE CARD	10312025	PW Admin 4874 CEUPLAN	10/31/2025	61.35	61.35	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 QUALITY LOG	10/31/2025	325.55	325.55	11/07/2025
7446	ELAN ONE CARD	10312025	Chief of Police 0494 POLLO	10/31/2025	38.57	38.57	11/07/2025
7446	ELAN ONE CARD	10312025	Community Development 3840 C	10/31/2025	36.99	36.99	11/07/2025
7446	ELAN ONE CARD	10312025	Detective Sergeant 6677 UPS	10/31/2025	33.62	33.62	11/07/2025
7446	ELAN ONE CARD	10312025	Facilities PW 4135 JD HIGH COU	10/31/2025	501.83-	501.83-	11/07/2025
7446	ELAN ONE CARD	10312025	IT 7309 AMAZON	10/31/2025	78.99	78.99	11/07/2025
7446	ELAN ONE CARD	10312025	JPD Training Two 6480 FBI LEED	10/31/2025	795.00	795.00	11/07/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	42.82	42.82	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	23.51	23.51	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	35.95	35.95	11/07/2025
7446	ELAN ONE CARD	10312025	Planning 5582 CHEVRON	10/31/2025	40.00	40.00	11/07/2025
7446	ELAN ONE CARD	10312025	PW Admin 4874 MIAZGAS	10/31/2025	235.27	235.27	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 SMITHS	10/31/2025	8.55	8.55	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 4IMPRINT	10/31/2025	103.52	103.52	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 HOLIDAY INN	10/31/2025	46.41-	46.41-	11/07/2025
7446	ELAN ONE CARD	10312025	Town Council 2 8506 UNITED	10/31/2025	1,041.44	1,041.44	11/07/2025
7446	ELAN ONE CARD	10312025	Town Council 2 8506 HOTEL ALP	10/31/2025	473.09	473.09	11/07/2025
7446	ELAN ONE CARD	10312025	Victim Services 1944 ANTLER IN	10/31/2025	234.00	234.00	11/07/2025
7446	ELAN ONE CARD	10312025	Lieutenant 7867 EXPEDIA	10/31/2025	98.00	98.00	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	501.03	501.03	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	6.99	6.99	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	447.57	447.57	11/07/2025
7446	ELAN ONE CARD	10312025	Planning 5582 RIVERHOUSE ON	10/31/2025	548.31	548.31	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 ALBERTSONS	10/31/2025	59.15	59.15	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 COSTCO	10/31/2025	252.56	252.56	11/07/2025
7446	ELAN ONE CARD	10312025	Town Council 2 8506 DELTA AIR	10/31/2025	135.20	135.20	11/07/2025
7446	ELAN ONE CARD	10312025	Town Council 2 8506 7-ELEVEN	10/31/2025	2.40	2.40	11/07/2025
7446	ELAN ONE CARD	10312025	Victim Services 1944 OTC BRAN	10/31/2025	207.97	207.97	11/07/2025
7446	ELAN ONE CARD	10312025	JPD Training Two 6480 GALLS	10/31/2025	385.49	385.49	11/07/2025
7446	ELAN ONE CARD	10312025	Lieutenant 7867 MAVERIK	10/31/2025	41.76	41.76	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	250.00-	250.00-	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	50.00	50.00	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	161.25	161.25	11/07/2025
7446	ELAN ONE CARD	10312025	Planning 5582 STINKER	10/31/2025	44.41	44.41	11/07/2025
7446	ELAN ONE CARD	10312025	PW Admin 4874 CEUPLAN	10/31/2025	19.45	19.45	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 QUALITY LOG	10/31/2025	1,296.50	1,296.50	11/07/2025
7446	ELAN ONE CARD	10312025	Start Operations 4059 COMMUNI	10/31/2025	28.00	28.00	11/07/2025
7446	ELAN ONE CARD	10312025	Town Council 2 8506 UNITED	10/31/2025	41.91	41.91	11/07/2025
7446	ELAN ONE CARD	10312025	Victim Services 1944 PREZI.COM	10/31/2025	48.00	48.00	11/07/2025
7446	ELAN ONE CARD	10312025	WWTP 2901 EGAUGESYSTEMS	10/31/2025	20.00	20.00	11/07/2025
7446	ELAN ONE CARD	10312025	Legal 7687 WYOMING BAR	10/31/2025	355.00	355.00	11/07/2025
7446	ELAN ONE CARD	10312025	Lieutenant 7867 LOVES	10/31/2025	15.80	15.80	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	238.03-	238.03-	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	49.08	49.08	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	165.58	165.58	11/07/2025
7446	ELAN ONE CARD	10312025	Planning 5582 SHELL OIL	10/31/2025	50.10	50.10	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 STAPLES	10/31/2025	42.98	42.98	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 OTC BRANDS	10/31/2025	49.98	49.98	11/07/2025
7446	ELAN ONE CARD	10312025	Start Operations 4059 STILLWES	10/31/2025	201.93	201.93	11/07/2025
7446	ELAN ONE CARD	10312025	Town Council 2 8506 UNITED	10/31/2025	33.31	33.31	11/07/2025
7446	ELAN ONE CARD	10312025	Town Council 2 8506 FLYING J	10/31/2025	2.99	2.99	11/07/2025
7446	ELAN ONE CARD	10312025	Victim Services 1944 CUTTYS	10/31/2025	125.03	125.03	11/07/2025
7446	ELAN ONE CARD	10312025	Lieutenant 7867 PILOT	10/31/2025	26.93	26.93	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	165.10	165.10	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	50.00	50.00	11/07/2025
7446	ELAN ONE CARD	10312025	Personnel-Internal Services 7099	10/31/2025	135.45	135.45	11/07/2025
7446	ELAN ONE CARD	10312025	Planning 5582 APA	10/31/2025	722.82	722.82	11/07/2025
7446	ELAN ONE CARD	10312025	PW Admin 4874 SMITHS	10/31/2025	5.98	5.98	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 ALBERTSONS	10/31/2025	8.00	8.00	11/07/2025
7446	ELAN ONE CARD	10312025	Start Admin 9251 ALBERTSONS	10/31/2025	39.92	39.92	11/07/2025
7446	ELAN ONE CARD	10312025	Start Operations 4059 COMMUNI	10/31/2025	28.00	28.00	11/07/2025
7446	ELAN ONE CARD	10312025	Town Council 2 8506 UNITED	10/31/2025	38.99	38.99	11/07/2025
7446	ELAN ONE CARD	10312025	Victim Services 1944 FLAT CREE	10/31/2025	386.36	386.36	11/07/2025
7446	ELAN ONE CARD	10312025	WWTP 2901 ALBERTSONS	10/31/2025	42.96	42.96	11/07/2025
7446	ELAN ONE CARD	10312025	Streets 4277 CEUPLAN	10/31/2025	29.45	29.45	11/07/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	10312025	Town Council 2 8506 PRODIGAL	10/31/2025	12.07	12.07	11/07/2025
7446	ELAN ONE CARD	10312025	Victim Services 1944 STINKER	10/31/2025	26.35	26.35	11/07/2025
Total 7446:					25,666.67	25,666.67	
891	ELDER COMPANIES	10P10743	GLASS	10/29/2025	200.67	.00	
Total 891:					200.67	.00	
1134	ENERGY LABORATORIES INC.	744595	PHOSPHORUS	10/21/2025	233.00	.00	
1134	ENERGY LABORATORIES INC.	744779	OIL & GREASE	10/21/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	745728	OIL & GREASE	10/26/2025	172.00	.00	
Total 1134:					577.00	.00	
6552	ETNA TRADE PARK LLC	120125	Star Valley Bus Storage - Decemb	12/01/2025	4,062.00	.00	
Total 6552:					4,062.00	.00	
81	EVANS CONSTRUCTION INC	25-08	2025 CHIP SEAL	11/04/2025	16,306.75-	.00	
81	EVANS CONSTRUCTION INC	25-08	2025 CHIP SEAL	11/04/2025	309,828.25	.00	
81	EVANS CONSTRUCTION INC	25-08	2025 CHIP SEAL	11/04/2025	16,306.75	.00	
Total 81:					309,828.25	.00	
3195	FERGUSON ENTERPRISES, IN	4143523	PVC	10/31/2025	3.70	.00	
Total 3195:					3.70	.00	
7687	FLOCK GROUP INC	INV-78131	DATA RETENTION, FALCON FLE	10/31/2025	87,500.00	.00	
Total 7687:					87,500.00	.00	
7340	FLORES, JUANITA	10292025	INTERPRETING SERVICES	10/29/2025	480.00	.00	
Total 7340:					480.00	.00	
3521	FRIENDS OF PATHWAYS	10302025	BOLLARD MAINTENANCE ASSI	10/30/2025	1,408.12	.00	
Total 3521:					1,408.12	.00	
4982	FRONTIER PRECISION, INC	INV327548	FIELDPOINT SUBSCRIPTION, H	06/11/2025	1,642.50	.00	
4982	FRONTIER PRECISION, INC	INV327548	FIELDPOINT SUBSCRIPTION, H	06/11/2025	1,642.50	.00	
Total 4982:					3,285.00	.00	
7515	GABLE, RUSSELL	11042025	PHYSICALS	11/04/2025	175.00	.00	
Total 7515:					175.00	.00	
4212	GILLIG LLC	41363243	HEADLIGHT	11/14/2025	2,218.32	.00	
4212	GILLIG LLC	41364794	SEALANT	10/20/2025	244.40	.00	
Total 4212:					2,462.72	.00	
7497	GRIFFITH PARTNERSHIP LLC	120125	126 Aspen Dr - December Rent	12/01/2025	1,760.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7497:					1,760.00	.00	
4988	HD FOWLER COMPANY	I7054808	SADDLE BODY WITH STRAPS	07/01/2025	3,207.60	.00	
4988	HD FOWLER COMPANY	I7071412	ADAPTER	07/20/2025	412.83	.00	
Total 4988:					3,620.43	.00	
96	HIGH COUNTRY LINEN	0527468	LAUNDRY	09/08/2025	194.68	.00	
96	HIGH COUNTRY LINEN	0528183	MATS	09/10/2025	308.79	.00	
96	HIGH COUNTRY LINEN	0534885	LAUNDRY	10/16/2025	129.68	.00	
96	HIGH COUNTRY LINEN	0534885	LAUNDRY	10/16/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0534885	LAUNDRY	10/16/2025	23.85	.00	
96	HIGH COUNTRY LINEN	0534885	LAUNDRY	10/16/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0534885	LAUNDRY	10/16/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0534885	LAUNDRY	10/16/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0534885	LAUNDRY	10/16/2025	21.88	.00	
96	HIGH COUNTRY LINEN	0534885	LAUNDRY	10/16/2025	9.16	.00	
96	HIGH COUNTRY LINEN	0535370	TRASH	10/20/2025	86.44	.00	
96	HIGH COUNTRY LINEN	0535371	LAUNDRY	10/20/2025	22.69	.00	
96	HIGH COUNTRY LINEN	0535371	LAUNDRY	10/20/2025	31.29	.00	
96	HIGH COUNTRY LINEN	0535932	MATS	10/22/2025	308.79	.00	
96	HIGH COUNTRY LINEN	0536553	MATS	10/27/2025	23.45	.00	
96	HIGH COUNTRY LINEN	0536919	LAUNDRY	10/29/2025	69.58	.00	
96	HIGH COUNTRY LINEN	0537972	MATS	11/05/2025	72.94	.00	
96	HIGH COUNTRY LINEN	C0529639	CREDIT	09/17/2025	283.25	.00	
96	HIGH COUNTRY LINEN	S0532019	CLEANING SUPPLIES	09/30/2025	106.38	.00	
96	HIGH COUNTRY LINEN	S0535969	PAPER TOWELS	10/22/2025	184.97	.00	
96	HIGH COUNTRY LINEN	S0537304	SCREEN	10/30/2025	29.00	.00	
Total 96:					1,381.60	.00	
503	HUNT CONSTRUCTION INC	23006	CRACK REPAIR	10/28/2025	26,660.55	.00	
Total 503:					26,660.55	.00	
36	IDAHO STATE TAX COMMISSIO	10312025	OCTOBER 2025 TAXES	10/31/2025	11,002.00	11,002.00	10/31/2025
Total 36:					11,002.00	11,002.00	
3323	IDAHO TRAFFIC SAFETY, INC.	10302025	REFLECTIVE BEADS FOR CRO	10/30/2025	850.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	197298	ROAD STRIPING	10/14/2025	4,151.90	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	229784	TRAFFIC CONTROL PLAN	09/22/2025	150.00	.00	
Total 3323:					5,151.90	.00	
3407	INTERMOUNTAIN SWEEPER C	126114	SQUEEGEES	10/28/2025	378.10	.00	
Total 3407:					378.10	.00	
106	INTERSTATE BATTERY	950007596	batteries	10/20/2025	158.95	.00	
106	INTERSTATE BATTERY	950007669	BATTERIES	10/27/2025	715.80	.00	
Total 106:					874.75	.00	
6954	IVY OUTDOOR SERVICES LLC	0000174	TRASH	11/01/2025	22,090.91	.00	
6954	IVY OUTDOOR SERVICES LLC	173	BUS ROUTE TRASH	11/01/2025	3,190.46	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6954:					25,281.37	.00	
2	JACKSON CURBSIDE INC.	00033187	RECYCLING	10/20/2025	1,470.00	.00	
2	JACKSON CURBSIDE INC.	00033187	RECYCLING	10/20/2025	1,266.87-	.00	
Total 2:					203.13	.00	
7163	JACKSON GROUP LOCKBOX	708004IF	PILOT VALVE	10/16/2025	269.76	.00	
7163	JACKSON GROUP LOCKBOX	709009IF	FILTERS	10/28/2025	278.39	.00	
7163	JACKSON GROUP LOCKBOX	CM701141IF	GASKET & CORE RETURN	10/14/2025	796.68-	.00	
7163	JACKSON GROUP LOCKBOX	CM701141IFX1	LOWER ENGINE KIT	10/14/2025	255.52-	.00	
7163	JACKSON GROUP LOCKBOX	CM701141IFX3	CORE RETURN	10/14/2025	390.63-	.00	
Total 7163:					894.68-	.00	
2877	JACKSON HOLE AIR	M467	2025-26 AIRLINE SERVICES GR	10/16/2025	15,000.00	.00	
Total 2877:					15,000.00	.00	
67	JACKSON HOLE HISTORICAL S	11062025	Q1-Q2 FY26	11/06/2025	15,000.00	.00	
Total 67:					15,000.00	.00	
131	JACKSON HOLE NEWS & GUID	380956	OLD BILLS ADVERTISING	08/31/2025	301.60	.00	
131	JACKSON HOLE NEWS & GUID	382005	OLD BILLS ADVERTISING	09/30/2025	603.20	.00	
131	JACKSON HOLE NEWS & GUID	382195	ADVERTISING	10/01/2025	35.00	.00	
131	JACKSON HOLE NEWS & GUID	382807	JOURNEY MECHANIC	10/29/2025	456.00	.00	
131	JACKSON HOLE NEWS & GUID	382808	TRANSIT OPERATOR	10/29/2025	456.00	.00	
131	JACKSON HOLE NEWS & GUID	382809	ADVERTISING	10/29/2025	120.00	.00	
131	JACKSON HOLE NEWS & GUID	382810	ADVERTISING	10/29/2025	120.00	.00	
131	JACKSON HOLE NEWS & GUID	382899	COOK GRADING	10/29/2025	70.00	.00	
131	JACKSON HOLE NEWS & GUID	382901	ADVERTISING	10/29/2025	55.00	.00	
131	JACKSON HOLE NEWS & GUID	382902	ADVERTISING	10/29/2025	30.00	.00	
131	JACKSON HOLE NEWS & GUID	383148	STREET OPERATOR	11/05/2025	456.00	.00	
Total 131:					2,702.80	.00	
114	JACKSON LUMBER INC	0001138650-00	LAG BOLTS	10/20/2025	19.80	.00	
Total 114:					19.80	.00	
7762	JET LINE SALES & SERVICE, LL	1168	MARKSMAN 20 & ANTIBLASTER	11/03/2025	2,499.59	.00	
Total 7762:					2,499.59	.00	
7442	JOE JOHNSON EQUIPMENT	P03308	DIRT SHOE RUBBER	10/15/2025	528.71	.00	
Total 7442:					528.71	.00	
7118	JONES SIMKINS	67719	AUDITS	10/31/2025	9,236.00	.00	
Total 7118:					9,236.00	.00	
1628	JP COOKE CO	30163	TAGS	10/29/2025	224.97	.00	
Total 1628:					224.97	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5537	KEENAN, PETER	120125	Virginian 55-4 - December Rent	12/01/2025	2,357.50	.00	
Total 5537:					2,357.50	.00	
7112	KJ'S SERVICES INVESTMENTS	120125	Alpine - December Rent	12/01/2025	2,940.00	.00	
7112	KJ'S SERVICES INVESTMENTS	120125	Alpine - December Internet	12/01/2025	35.00	.00	
Total 7112:					2,975.00	.00	
6585	LAWNGEVITY	INV-171013	SOD REPAIR - SNOW KING & FA	09/30/2025	361.41	.00	
Total 6585:					361.41	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE002005	SERVER ROOM MONITORING I	10/28/2025	4,012.00	.00	
Total 4380:					4,012.00	.00	
156	LOWER VALLEY ENERGY INC	120125	355 W Deloney E5 - December R	12/01/2025	3,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 10-	3150 S ADAMS CANYON DR, JA	10/31/2025	310.44	.00	
156	LOWER VALLEY ENERGY INC	92050-003 10-	SPRUCE DR PUMP HOUSE, JA	10/31/2025	351.29	.00	
156	LOWER VALLEY ENERGY INC	92050-008 10-	CEMETERY, JACKSON, WY 20	10/31/2025	20.71	.00	
156	LOWER VALLEY ENERGY INC	92050-010 10-	ELY SPRINGS RD WELL 6,7,8, J	10/31/2025	1,428.46	.00	
156	LOWER VALLEY ENERGY INC	92050-014 10-	135 E BROADWAY AVE HEAT TA	10/31/2025	20.63	.00	
156	LOWER VALLEY ENERGY INC	92050-017 10-	WASTE WATER TRTMT INTERM	10/31/2025	269.31	.00	
156	LOWER VALLEY ENERGY INC	92050-019 10-	RANGEVIEW DR LIFT PUMP CO	10/31/2025	93.14	.00	
156	LOWER VALLEY ENERGY INC	92050-021 10-	150 E PEARL AVE, JACKSON, W	10/31/2025	1,430.23	.00	
156	LOWER VALLEY ENERGY INC	92050-024 10-	1605 BERGER LN SEWER LIFT	10/31/2025	21.41	.00	
156	LOWER VALLEY ENERGY INC	92050-025 10-	450 W SNOW KING AVE NEW S	10/31/2025	711.40	.00	
156	LOWER VALLEY ENERGY INC	92050-026 10-	450 W SNOW KING AVE SHOP, J	10/31/2025	195.42	.00	
156	LOWER VALLEY ENERGY INC	92050-044 10-	610 SNOW KING DR ESTATES B	10/31/2025	306.65	.00	
156	LOWER VALLEY ENERGY INC	92050-047 10-	WASTE WATER TRTMT UV BLD	10/31/2025	38.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 10-	WASTE WATER TRTMT PTB 545	10/31/2025	16,364.48	.00	
156	LOWER VALLEY ENERGY INC	92050-050 10-	2 MG TANK, JACKSON, WY 200	10/31/2025	21.70	.00	
156	LOWER VALLEY ENERGY INC	92050-051 10-	WELL #5 KARNS MEADOW DR,	10/31/2025	3,203.34	.00	
156	LOWER VALLEY ENERGY INC	92050-052 10-	675 E BROADWAY AVE WELL #1	10/31/2025	1,219.93	.00	
156	LOWER VALLEY ENERGY INC	92050-053 10-	WELLS #2 & #3, JACKSON, WY	10/31/2025	2,660.86	.00	
156	LOWER VALLEY ENERGY INC	92050-054 10-	CITY WELL ELK REF 1, JACKSO	10/31/2025	82.34	.00	
156	LOWER VALLEY ENERGY INC	92050-055 10-	CITY WELL ELK REF 2, JACKSO	10/31/2025	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-056 10-	CITY WELL ELK REF 3, JACKSO	10/31/2025	21.01	.00	
156	LOWER VALLEY ENERGY INC	92050-059 10-	440 W SNOW KING AVE POLICE	10/31/2025	67.67	.00	
156	LOWER VALLEY ENERGY INC	92050-060 10-	400 W SNOW KING AVE S GAR,	10/31/2025	290.32	.00	
156	LOWER VALLEY ENERGY INC	92050-061 10-	400 W SNOW KING AVE PUBLIC	10/31/2025	303.65	.00	
156	LOWER VALLEY ENERGY INC	92050-074 10-	CRABTREE LN THAW WELL #2,	10/31/2025	27.29	.00	
156	LOWER VALLEY ENERGY INC	92050-075 10-	HIGH SCHOOL RD THAW WELL	10/31/2025	26.69	.00	
156	LOWER VALLEY ENERGY INC	92050-077 10-	685 E HANSEN AVE, JACKSON,	10/31/2025	110.00	.00	
156	LOWER VALLEY ENERGY INC	92050-078 10-	145 W HANSEN AVE FRONT, JA	10/31/2025	161.15	.00	
156	LOWER VALLEY ENERGY INC	92050-079 10-	145 W HANSEN AVE BACK, JAC	10/31/2025	119.96	.00	
156	LOWER VALLEY ENERGY INC	92050-082 10-	400 W SNOW KING AVE E STOR	10/31/2025	111.67	.00	
156	LOWER VALLEY ENERGY INC	92050-089 10-	685 E HANSEN AVE, JACKSON,	10/31/2025	41.01	.00	
156	LOWER VALLEY ENERGY INC	92050-090 10-	955 MAPLE WAY, JACKSON, WY	10/31/2025	119.03	.00	
156	LOWER VALLEY ENERGY INC	92050-092 10-	3150 S ADAMS CANYON DR ANI	10/31/2025	230.86	.00	
156	LOWER VALLEY ENERGY INC	92050-102 10-	145 W HANSEN AVE FRONT, JA	10/31/2025	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	10/31/2025	3,097.51	.00	
156	LOWER VALLEY ENERGY INC	92050-106 10-	940 SIMON LN, JACKSON, WY	10/31/2025	143.73	.00	
156	LOWER VALLEY ENERGY INC	92050-114 10-3	210 N CACHE ST HOME RANCH	10/31/2025	431.01	.00	
156	LOWER VALLEY ENERGY INC	92050-126 10-	SPRING WATER LN LIFT STATIO	10/31/2025	38.77	.00	
156	LOWER VALLEY ENERGY INC	92050-127 10-	3337 S CODY CREEK DR LIFT S	10/31/2025	184.02	.00	
156	LOWER VALLEY ENERGY INC	92050-131 10-	195 E DELONEY AVE RESTROO	10/31/2025	277.94	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-132 10-	160 S MILLWARD ST PARKING	10/31/2025	2,261.29	.00	
156	LOWER VALLEY ENERGY INC	92050-134 10-	160 S MILLWARD ST PARKING	10/31/2025	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-334 10-	JOSEPHINE LOOP LOT 15 LIFT	10/31/2025	104.69	.00	
156	LOWER VALLEY ENERGY INC	92050-341 10-	210 N CACHE ST HOME RANCH	10/31/2025	29.01	.00	
156	LOWER VALLEY ENERGY INC	92050-345 10-	930 SIMON LN, JACKSON, WY	10/31/2025	137.31	.00	
156	LOWER VALLEY ENERGY INC	92050-356 10-	55 KARNS MEADOW DR START	10/31/2025	2,043.48	.00	
156	LOWER VALLEY ENERGY INC	92050-357 10-	55 KARNS MEADOW DR START	10/31/2025	1,756.15	.00	
156	LOWER VALLEY ENERGY INC	92050-359 10-	MILLER PARK PARKING LOT CH	10/31/2025	313.35	.00	
156	LOWER VALLEY ENERGY INC	92050-361 10-	625 W BROADWAY AVE NEW P	10/31/2025	213.10	.00	
156	LOWER VALLEY ENERGY INC	92050-363 10-	455 VINE ST UTIL, JACKSON, W	10/31/2025	55.92	.00	
156	LOWER VALLEY ENERGY INC	92050-364 10-	65 VIRGINIAN LN #5, JACKSON,	10/31/2025	45.60	.00	
156	LOWER VALLEY ENERGY INC	92050-365 10-	65 VIRGINIAN LN #7, JACKSON,	10/31/2025	94.36	.00	
156	LOWER VALLEY ENERGY INC	92050-367 10-	455 VINE ST APT #3, JACKSON,	10/31/2025	50.80	.00	
156	LOWER VALLEY ENERGY INC	92050-368 10-	455 VINE ST APT #4, JACKSON,	10/31/2025	90.55	.00	
156	LOWER VALLEY ENERGY INC	92050-370 10-	2022 WILDFLOWER CT, JACKS	10/31/2025	62.34	.00	
156	LOWER VALLEY ENERGY INC	92050-371 10-	2022 WILDFLOWER CT, JACKS	10/31/2025	33.25	.00	
156	LOWER VALLEY ENERGY INC	92050-374 10-	455 VINE ST APT #1, JACKSON,	10/31/2025	56.18	.00	
156	LOWER VALLEY ENERGY INC	92050-375 10-	155 E PEARL AVE, JACKSON, W	10/31/2025	25.51	.00	
156	LOWER VALLEY ENERGY INC	92050-376 10-	149 E PEARL AVE, JACKSON, W	10/31/2025	87.86	.00	
156	LOWER VALLEY ENERGY INC	92050-378 10-	145 E PEARL AVE #A EAST, JAC	10/31/2025	32.04	.00	
156	LOWER VALLEY ENERGY INC	92050-383 10-	SNOW KING DR WATER TANK C	10/31/2025	20.22	.00	
156	LOWER VALLEY ENERGY INC	92050-385 10-	85 N SPRING GULCH RD SPRIN	10/31/2025	232.56	.00	
156	LOWER VALLEY ENERGY INC	92050-388 10-	121 SHERWOOD CT BLDG 2 BU	10/31/2025	33.15	.00	
156	LOWER VALLEY ENERGY INC	92050-389 10-	1640 MARTIN LN LIFT STATION,	10/31/2025	29.76	.00	
156	LOWER VALLEY ENERGY INC	92050-390 10-	400 W SNOW KING AVE HOUSI	10/31/2025	238.32	.00	
156	LOWER VALLEY ENERGY INC	92050-391 10-	400 W SNOW KING AVE PARK M	10/31/2025	155.66	.00	
156	LOWER VALLEY ENERGY INC	92050-392 10-	400 W SNOW KING AVE ADMIN,	10/31/2025	639.76	.00	
156	LOWER VALLEY ENERGY INC	92050-393 10-	400 W SNOW KING AVE EMPLO	10/31/2025	623.07	.00	
156	LOWER VALLEY ENERGY INC	92050-395 10-	145 E PEARL AVE #C LOFT, JAC	10/31/2025	66.84	.00	
156	LOWER VALLEY ENERGY INC	92050-396 10-	145 E PEARL AVE HSE/CMN, JA	10/31/2025	94.03	.00	
156	LOWER VALLEY ENERGY INC	92050-397 10-	145 E PEARL AVE #B WEST, JA	10/31/2025	45.33	.00	
156	LOWER VALLEY ENERGY INC	92050-398 10-	155 E PEARL AVE, JACKSON, W	10/31/2025	60.80	.00	
156	LOWER VALLEY ENERGY INC	92050-399 10-	155 E PEARL AVE, JACKSON, W	10/31/2025	100.53	.00	
156	LOWER VALLEY ENERGY INC	92050-401 10-	455 VINE ST APT #2, JACKSON,	10/31/2025	52.18	.00	
156	LOWER VALLEY ENERGY INC	92050-405 10-	3585 S CANADIAN DR, JACKSO	10/31/2025	97.79	.00	
156	LOWER VALLEY ENERGY INC	92050-406 10-	3585 S CANADIAN DR, JACKSO	10/31/2025	36.46	.00	
156	LOWER VALLEY ENERGY INC	92050-407 10-	130 E KELLY AVE #23, JACKSO	10/31/2025	48.69	.00	
156	LOWER VALLEY ENERGY INC	92050-411 10-3	1540 MARTIN LN H-FRAME MET	10/31/2025	24.81	.00	
156	LOWER VALLEY ENERGY INC	92050-416 10-	350 N MILLWARD ST #5, JACKS	10/31/2025	41.26	.00	
156	LOWER VALLEY ENERGY INC	92050-418 10-	355 W DELONEY AVE E-5, JACK	10/31/2025	77.75	.00	
156	LOWER VALLEY ENERGY INC	92050-419 10-	55 VIRGINIAN LN #4, JACKSON,	10/31/2025	41.13	.00	
156	LOWER VALLEY ENERGY INC	92050-420 10-	355 W DELONEY AVE A-5, JACK	10/31/2025	48.59	.00	
156	LOWER VALLEY ENERGY INC	92050-422 10-	126 ASPEN DR, JACKSON, WY	10/31/2025	75.94	.00	
156	LOWER VALLEY ENERGY INC	92050-424 10-	69 VIRGINIAN LN #7, JACKSON,	10/31/2025	60.41	.00	
Total 156:					48,009.88	.00	
7048	M. NEILS ENGINEERING, INC	17141	SERVER ROOM WORK	10/18/2025	1,439.38	.00	
Total 7048:					1,439.38	.00	
7462	MARCOS ODEDA	1191	CURB & GUTTER	10/02/2025	8,963.00	.00	
7462	MARCOS ODEDA	1192	TEAR OUT SIDEWALK & PUT D	10/02/2025	950.00	.00	
7462	MARCOS ODEDA	1193	CONCRETE	10/02/2025	1,000.00	.00	
Total 7462:					10,913.00	.00	
4612	MASON, TOM	11102025	WWQPCA WATER CONFERENC	11/10/2025	276.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4612:					276.00	.00	
7543	MASTERCARE CLEANING JH, L	2303	WINDOW SERVICE & PRESSUR	10/31/2025	1,202.00	.00	
Total 7543:					1,202.00	.00	
7388	MID-AMERICA RESEARCH CHE	0862297-CM	RETURN CLEANER	10/17/2025	143.00-	.00	
Total 7388:					143.00-	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6980359002	WHEEL WEIGHT	10/21/2025	29.40	.00	
4623	MSC INDUSTRIAL SUPPLY CO	8009825001	WASHERS, SCREWS, NUTS, BU	10/09/2025	246.73	.00	
4623	MSC INDUSTRIAL SUPPLY CO	8039004001	DEGREASER, BRAKE CLEANER	10/23/2025	314.27	.00	
Total 4623:					590.40	.00	
257	NAPA AUTO PARTS INC.	346247	OIL FILTER	10/16/2025	68.22	.00	
257	NAPA AUTO PARTS INC.	346265	ENGINE RESTORE	10/16/2025	23.78	.00	
257	NAPA AUTO PARTS INC.	346314	GEARWRENCH	10/16/2025	62.99	.00	
257	NAPA AUTO PARTS INC.	346315	GL BLACK, SF WHI	10/16/2025	24.48	.00	
257	NAPA AUTO PARTS INC.	346560	DISC BRAKE PADS	10/17/2025	151.90	.00	
257	NAPA AUTO PARTS INC.	347387	OIL FILTER	10/21/2025	4.55	.00	
257	NAPA AUTO PARTS INC.	347415	PRIMER & CONNECTORS	10/21/2025	77.47	.00	
257	NAPA AUTO PARTS INC.	347417	WRENCHES	10/21/2025	151.97	.00	
257	NAPA AUTO PARTS INC.	347451	OIL & AIR FILTER	10/21/2025	32.02	.00	
257	NAPA AUTO PARTS INC.	347502	OIL FILTER	10/21/2025	5.84	.00	
257	NAPA AUTO PARTS INC.	347702	AIR FILTER	10/22/2025	10.97	.00	
257	NAPA AUTO PARTS INC.	347776	FRONT BRAKE	10/22/2025	114.29	.00	
257	NAPA AUTO PARTS INC.	347864	SCREWS & LOCKWASH	10/22/2025	50.76	.00	
257	NAPA AUTO PARTS INC.	347885	SCREWS & LOCKWASH	10/22/2025	20.46	.00	
257	NAPA AUTO PARTS INC.	347992	OIL FILTER	10/23/2025	11.36	.00	
257	NAPA AUTO PARTS INC.	347993	AIR FILTER	10/23/2025	20.66	.00	
257	NAPA AUTO PARTS INC.	348016	FUEL FILTERS	10/23/2025	30.36	.00	
257	NAPA AUTO PARTS INC.	348017	GLOVES	10/23/2025	16.98	.00	
257	NAPA AUTO PARTS INC.	348124	WHEEL CHECK	10/23/2025	16.38	.00	
257	NAPA AUTO PARTS INC.	348233	OIL FILTER	10/23/2025	15.71	.00	
257	NAPA AUTO PARTS INC.	348347	SEAT MATE	10/24/2025	83.79	.00	
257	NAPA AUTO PARTS INC.	348495	OIL FILTER	10/24/2025	4.55	.00	
257	NAPA AUTO PARTS INC.	349051	FUEL FILTERS	10/28/2025	11.36	.00	
257	NAPA AUTO PARTS INC.	349067	HEATER HOSE	10/28/2025	59.60	.00	
257	NAPA AUTO PARTS INC.	349104	AIR FILTER	10/28/2025	15.90	.00	
257	NAPA AUTO PARTS INC.	349285	OIL FILTER	10/28/2025	23.87	.00	
257	NAPA AUTO PARTS INC.	349289	OIL FILTER	10/28/2025	1.29	.00	
257	NAPA AUTO PARTS INC.	349460	OIL & AIR FILTER	10/29/2025	30.20	.00	
257	NAPA AUTO PARTS INC.	349485	OIL FILTER & STARTING FLUID	10/29/2025	19.43	.00	
257	NAPA AUTO PARTS INC.	349513	GASKET MAKER	10/29/2025	48.48	.00	
257	NAPA AUTO PARTS INC.	349571	WIPER BLADES	10/29/2025	267.75	.00	
257	NAPA AUTO PARTS INC.	349601	BATTERY	10/29/2025	162.83	.00	
257	NAPA AUTO PARTS INC.	349753	OIL FILTER	10/30/2025	5.84	.00	
257	NAPA AUTO PARTS INC.	349757	AIR FILTER	10/30/2025	16.19	.00	
257	NAPA AUTO PARTS INC.	349770	OIL FILTER	10/30/2025	4.55	.00	
257	NAPA AUTO PARTS INC.	349869	OIL FILTER	10/30/2025	4.55	.00	
257	NAPA AUTO PARTS INC.	349903	OIL FILTER	10/30/2025	4.55	.00	
257	NAPA AUTO PARTS INC.	350180	OIL & AIR FILTER	10/31/2025	18.19	.00	
257	NAPA AUTO PARTS INC.	350845	THERMOSTAT & WATER OUTLE	11/04/2025	70.67	.00	
257	NAPA AUTO PARTS INC.	350881	COOL TEMP SENSOR	11/04/2025	3.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 257:					1,768.34	.00	
187	NELSON ENGINEERING	67515	VALLEY GUTTER REPLACEMEN	06/05/2025	2,457.50	.00	
187	NELSON ENGINEERING	67795	VALLEY GUTTER REPLACEMEN	07/07/2025	567.50	.00	
187	NELSON ENGINEERING	68822	VALLEY GUTTER REPLACEMEN	11/03/2025	1,317.50	.00	
Total 187:					4,342.50	.00	
7763	NEW WEST REMOVAL LLC	11072025	REFUND FOR 2025 BUSINESS L	11/07/2025	170.00	.00	
Total 7763:					170.00	.00	
3761	NOBLE TREE INC	64	TETON PIZZA BOARDWALK & T	09/27/2015	21,784.00	.00	
Total 3761:					21,784.00	.00	
7356	ONTKO, BRYAN	11062025	PHYSICAL	11/06/2025	155.00	.00	
Total 7356:					155.00	.00	
6607	OPS STRATEGIES, LLC	25038	STRATEGIC BUDGET	10/31/2025	14,918.75	.00	
Total 6607:					14,918.75	.00	
7703	OUTBACK LANDSCAPE OF WY	54025	MOWING AUG 2025	08/31/2025	172.00	.00	
7703	OUTBACK LANDSCAPE OF WY	57006	SNOW NOV 2025	11/01/2025	488.00	.00	
7703	OUTBACK LANDSCAPE OF WY	57007	SNOW NOV 2025	11/01/2025	375.00	.00	
7703	OUTBACK LANDSCAPE OF WY	57295	WINTERIZATION	10/31/2025	166.25	.00	
7703	OUTBACK LANDSCAPE OF WY	57296	WINTERIZATION	10/31/2025	130.00	.00	
7703	OUTBACK LANDSCAPE OF WY	57297	WINTERIZATION	10/31/2025	125.00	.00	
7703	OUTBACK LANDSCAPE OF WY	57298	WINTERIZATION	10/31/2025	130.00	.00	
Total 7703:					1,586.25	.00	
3579	PIC N STITCH	3749	LOGO ON COATS	10/22/2025	144.00	.00	
Total 3579:					144.00	.00	
7242	PITTS, SAMANTHA	10272025	MONTHLY IT HARDWARE PMT	10/27/2025	77.83	.00	
Total 7242:					77.83	.00	
4894	PLATT	6S41129	RETURN COUPLERS	10/22/2025	15,456.57-	.00	
Total 4894:					15,456.57-	.00	
7723	PREMIER CLEANING SERVICES	25192	CLEANING	10/31/2025	304.00	.00	
7723	PREMIER CLEANING SERVICES	25192	CLEANING	10/31/2025	1,820.00	.00	
Total 7723:					2,124.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775762360	SENSOR	10/15/2025	221.74	.00	
6483	PREMIER TRUCK- SALT LAKE C	775762821	VALVE	10/16/2025	216.57	.00	
6483	PREMIER TRUCK- SALT LAKE C	775763639	VALVE & WASHER	10/20/2025	226.59	.00	
6483	PREMIER TRUCK- SALT LAKE C	775763668	WASHER	10/20/2025	9.82	.00	
6483	PREMIER TRUCK- SALT LAKE C	775766022	SENSOR & CORE DEPOSIT	10/27/2025	893.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6483:					1,568.60	.00	
6649	QUADIENT LEASING USA, INC.	Q2089189	LEASE PMT	11/04/2025	541.68	.00	
Total 6649:					541.68	.00	
7528	QUALITY AIR SOLUTIONS LLC	590	DUCT CLEANING	09/23/2025	3,000.00	.00	
Total 7528:					3,000.00	.00	
7460	RAMANATHAN, BRINDA	120125	355 W Deloney A5 - December R	12/01/2025	2,500.00	.00	
Total 7460:					2,500.00	.00	
7341	RICH, SAMUEL	1021255675	BATTERY, PLIERS, & TOOL KIT	10/21/2025	892.34	.00	
7341	RICH, SAMUEL	1021255676	BATTERY	10/21/2025	117.95	.00	
7341	RICH, SAMUEL	1028256005	CLEANER & SOCKETS	10/28/2025	199.04	.00	
7341	RICH, SAMUEL	1104256303	IMPACT SOCKET, TIRE INFLATO	11/04/2025	434.75	.00	
Total 7341:					1,644.08	.00	
13	SAFETY SUPPLY & SIGN CO., I	195353	SIGNAGE SUPPLIES	09/11/2025	5,039.44	.00	
13	SAFETY SUPPLY & SIGN CO., I	195594	DECAL	09/30/2025	109.43	.00	
Total 13:					5,148.87	.00	
7499	SAGE TRUCK DRIVING SCHOO	10242025	HAZEN SMITH'S CDL TRAINING	10/24/2025	2,564.00	.00	
Total 7499:					2,564.00	.00	
4359	SHERWIN-WILLIAMS CO.	7696-5	PAINT	10/23/2025	33.95	.00	
Total 4359:					33.95	.00	
4548	SILVER CREEK SUPPLY	0023566781-0	BRASS BUSHING	10/07/2025	57.51	.00	
Total 4548:					57.51	.00	
4720	SILVERSTAR	NOV25-54639	CIRCUIT SERVICES	11/01/2025	2,755.55	.00	
4720	SILVERSTAR	NOV25-654791	PHONE SERVICE	11/01/2025	3,374.73	.00	
Total 4720:					6,130.28	.00	
7761	SMITH, HAZEN	10292025	PHYSICAL & CDL TEST REIMBU	10/29/2025	189.00	.00	
Total 7761:					189.00	.00	
7110	SNAKE RIVER TREE & SHRUB	14926	SPRUCE APPLICATION	05/22/2025	1,197.20	.00	
Total 7110:					1,197.20	.00	
7050	SOSA'S JANITORIAL SERVICE	0000199	JANITORIAL	10/06/2025	5,580.00	.00	
7050	SOSA'S JANITORIAL SERVICE	0000200	JANITORIAL	10/11/2025	540.00	.00	
Total 7050:					6,120.00	.00	
7713	Southern Tire Mart LLC	6550000584	TIRE	10/20/2025	880.00-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7713:					880.00-	.00	
7546	SPACE EXPLORATION TECHNO	INV-DF-USA-5	4 ROAM PLANS	11/01/2025	660.00	.00	
Total 7546:					660.00	.00	
4752	SPECIALTY CONSTRUCTION S	0255656-IN	GLOVE & ORANGE CHALK	07/03/2025	163.96	.00	
Total 4752:					163.96	.00	
6524	SPEEDY CPS, LLC DBA ALPHA	IX-506748	BUS SIGNS	11/04/2025	632.14	.00	
Total 6524:					632.14	.00	
6838	SPSC POA - South Park Services	11012025	WATER & LOT FEE	11/01/2025	303.82	.00	
Total 6838:					303.82	.00	
4294	STATE FIRE IDAHO	12645956	REPLACE HORN/STROBES	10/24/2025	3,876.78	.00	
4294	STATE FIRE IDAHO	12646595	PW SHOP ADDED FLEX WHIP	10/31/2025	2,262.50	.00	
4294	STATE FIRE IDAHO	12646680	REPLACE LEAKING MECHANIC	10/31/2025	270.00	.00	
Total 4294:					6,409.28	.00	
3989	STINKY PRINTS, INC	79017	REPRODUCTIONS	10/06/2025	17.64	.00	
3989	STINKY PRINTS, INC	79089	Scan BLUEPRINTS	10/16/2025	14.95	.00	
3989	STINKY PRINTS, INC	79098	REPRODUCTIONS	10/14/2025	17.64	.00	
Total 3989:					50.23	.00	
7088	STONE, KIRK	120125	3585 Canadian ♦ December Rent	12/01/2025	3,241.35	.00	
Total 7088:					3,241.35	.00	
1054	SUNRISE ENVIRONMENTAL	156769	AEROSOL	09/30/2025	124.02	.00	
Total 1054:					124.02	.00	
2362	TETON COUNTY PUBLIC HEALT	26-0471	water test	10/20/2025	180.00	.00	
Total 2362:					180.00	.00	
1614	TETON COUNTY-FUND 10	120125	Adams Canyon -December Rent	12/01/2025	6,146.00	.00	
Total 1614:					6,146.00	.00	
268	TETON MOTORS INC	5114605 1	TPMS	10/24/2025	73.16	.00	
Total 268:					73.16	.00	
3162	TETON TRASH REMOVAL, INC.	25 NOV 435	TRASH	11/01/2025	120.00	.00	
3162	TETON TRASH REMOVAL, INC.	25 OCT 416	TRASH	10/01/2025	120.00	.00	
3162	TETON TRASH REMOVAL, INC.	25 SEP 497	TRASH	09/01/2025	121.80	.00	
Total 3162:					361.80	.00	
3237	THE AFTERMARKET PARTS CO	84002193	dust cap & cable tie assy	10/09/2025	101.64	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3237:					101.64	.00	
6810	THE TIRE RACK, INC.	UC06745	TIRES	10/17/2025	190.37	.00	
6810	THE TIRE RACK, INC.	UC06746	TIRES	10/17/2025	571.11	.00	
6810	THE TIRE RACK, INC.	UC24905	TIRES	10/20/2025	2,103.92	.00	
6810	THE TIRE RACK, INC.	UC51456	TIRES	10/22/2025	737.92	.00	
6810	THE TIRE RACK, INC.	UD33702	TIRES	10/30/2025	804.68	.00	
Total 6810:					4,408.00	.00	
3955	THOMSON WEST	852443403	SUBSCRIPTION CHARGES	09/01/2025	604.60	.00	
3955	THOMSON WEST	852443403	SUBSCRIPTION CHARGES	09/01/2025	604.60	.00	
3955	THOMSON WEST	852745525	SUBSCRIPTION CHARGES	11/01/2025	622.74	.00	
3955	THOMSON WEST	852745525	SUBSCRIPTION CHARGES	11/01/2025	622.74	.00	
Total 3955:					2,454.68	.00	
70	THYSSEN KRUPP ELEVATOR C	3008847815	START BUS	09/08/2025	814.14	.00	
Total 70:					814.14	.00	
6591	T-MOBILE	NOV25-967529	INTERNET	10/21/2025	59.53	.00	
Total 6591:					59.53	.00	
6363	TMSC LLC	2025-005-16	REMOVE WIRING AT STP	11/03/2025	175.00	.00	
6363	TMSC LLC	2025-005-16	INSTALL SMURF TUBE	11/03/2025	1,867.00	.00	
Total 6363:					2,042.00	.00	
7483	TODAY CASH	10312025	REFERENCE 4167112	10/31/2025	374.71	374.71	10/31/2025
Total 7483:					374.71	374.71	
5666	TRANSIT TALENT LLC	1812510	PLANNER RECRUITMENT	10/31/2025	135.00	.00	
Total 5666:					135.00	.00	
7617	TRANSPORTATION MANAGEME	1156-08	5 YEAR TDP FARE STUDY	10/02/2025	9,359.94	.00	
Total 7617:					9,359.94	.00	
4649	ULINE	199228751	BULK STORAGE RACK	10/14/2025	433.84	.00	
Total 4649:					433.84	.00	
7550	WBC PROPERTIES	120125	Virginian 69-7 - December Rent	12/01/2025	2,150.00	.00	
Total 7550:					2,150.00	.00	
1640	WESTERN STATE	IN003374664	2500 HR SERVICE	10/20/2025	799.94	.00	
1640	WESTERN STATE	IN003376380	SOLE	10/20/2025	214.49	.00	
1640	WESTERN STATE	IN003379512	HOSES	10/22/2025	5,969.38	.00	
1640	WESTERN STATE	IN003382734	CLAMPS	10/24/2025	86.12	.00	
1640	WESTERN STATE	IN003383033	TRAVEL & INSPECT BLADE WIN	10/27/2025	1,423.69	.00	
1640	WESTERN STATE	IN003388207	CLAMPS	10/29/2025	60.96	.00	
1640	WESTERN STATE	IN003390992	VALVES	10/31/2025	671.54	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1640	WESTERN STATE	IN003391636	HOSES	10/31/2025	505.69	.00	
1640	WESTERN STATE	IN003393405	HOSES	11/03/2025	514.87	.00	
Total 1640:					10,246.68	.00	
6117	WILSON, JOHN	120125	Wildflower Court - December Rent	12/01/2025	2,200.00	.00	
Total 6117:					2,200.00	.00	
7742	WILSON, MICHELLE	11072025	MEALS PER DIEM	11/07/2025	153.00	.00	
7742	WILSON, MICHELLE	11102025	CASELLE TRAINING	11/10/2025	153.00	.00	
Total 7742:					306.00	.00	
7760	WYOMING BOARD OF CONTRO	219814	APPROPRIATION APPLICATION	10/29/2025	70.00	.00	
Total 7760:					70.00	.00	
1767	WYOMING DEPARTMENT OF T	0000154601	ADVERTISING & INDIRECT COS	09/29/2025	154.27	.00	
1767	WYOMING DEPARTMENT OF T	10312025	PLATE TRANSFERES	10/31/2025	4.00	.00	
Total 1767:					158.27	.00	
7065	WYOMING LAW ENFORCEMEN	11052025	OFFICER EDUCATION TRAININ	11/05/2025	65.00	.00	
Total 7065:					65.00	.00	
329	WYOMING RETIREMENT SYST	103125	WYOMING RETIREMENT OCTO	10/31/2025	321,892.98	321,892.98	10/31/2025
Total 329:					321,892.98	321,892.98	
4839	Wyoming Water Development Co	10202025	JACKSON STORAGE TANKS LO	10/20/2025	66,969.91	.00	
Total 4839:					66,969.91	.00	
4979	WYOMING WATER QUALITY & P	2011-3255 A	CONFERENCE	10/07/2025	375.00	.00	
Total 4979:					375.00	.00	
1764	WYOMING.COM INC	2305265	DOMAIN HOSTING	11/05/2025	5.00	.00	
Total 1764:					5.00	.00	
1334	WYTRANS	INV-000038	DUES	10/23/2025	480.00	.00	
Total 1334:					480.00	.00	
2842	YELLOW IRON WASTE, LLC	251029079971	TRASH	10/31/2025	45.00	.00	
2842	YELLOW IRON WASTE, LLC	251029080001	TRASH	10/31/2025	45.00	.00	
2842	YELLOW IRON WASTE, LLC	251029080323	TRASH	10/31/2025	765.00	.00	
2842	YELLOW IRON WASTE, LLC	251029080326	TRASH	10/31/2025	210.00	.00	
2842	YELLOW IRON WASTE, LLC	251029080332	TRASH	10/31/2025	168.00	.00	
2842	YELLOW IRON WASTE, LLC	251029080368	TRASH	10/31/2025	55.00	.00	
2842	YELLOW IRON WASTE, LLC	251029080404	TRASH	10/31/2025	546.00	.00	
2842	YELLOW IRON WASTE, LLC	251029080426	TRASH	10/31/2025	275.00	.00	
2842	YELLOW IRON WASTE, LLC	251029080430	TRASH	10/31/2025	275.00	.00	
2842	YELLOW IRON WASTE, LLC	251029080436	TRASH	10/31/2025	275.00	.00	
2842	YELLOW IRON WASTE, LLC	251029080450	TRASH	10/31/2025	485.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2842:					3,144.00	.00	
Grand Totals:					1,323,707.72	361,879.77	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

MUNICIPAL COURT, TOWN OF JACKSON – TETON COUNTY, WYOMING



Monthly Finance Report- October 2025

- During the month of October, the Court received \$23,994 in fines, costs, and fees.
- 206 cases were closed. 29 (12 parking violations) of those cases were dismissed.
- 124 new cases were filed: 72 Parking Violations, 52 Traffic/Ordinance/Criminal summons.

The abbreviations used below can be defined as: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest Plea and Fine, G=Found Guilty at Trial, DA=Deferred Adjudication, D=Dismissed, D-TS= Dismissed with Traffic School

CASES CLOSED in October (Parking offenses not listed):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186008102AC	Careless Driving	BF	250
186007987AC	Driver & Passenger Req. to wear seat belt	BF	25
186007148AC	Expired temporary permit/improper registration	BF	140
186007980AC	Failure to Maintain Lane	BF	90
186008027AC	Failure to Obey Traffic Control Device	BF	140
186008028AC	Failure to Obey Traffic Control Device	BF	140
186008046AC	Failure to Obey Traffic Control Device	BF	150
186008066AC	Failure to Obey Traffic Control Device	BF	140
186008072AC	Failure to Obey Traffic Control Device	BF	140
186008074AC	Failure to Obey Traffic Control Device	BF	140
186008103AC	Failure to Obey Traffic Control Device	BF	140
186008104AC	Failure to Obey Traffic Control Device	BF	140
186007978AC	Failure to stop at a red light	BF	140
186008040AC	Failure to stop at a red light	BF	140
186007411AC	Failure to yield ROW	BF	90
186007645AC	Following too Close	BF	90
186008021AC	Obedience to traffic control devices	BF	150
186008118AC	Open Container	BF	140
186007971AC	Passing a school Bus	BF	450
186006517AC	Public intoxication	BF	175
186007648AC	Public intoxication	BF	175
186007796AC	Public intoxication	BF	175
186007863AC	Public intoxication	BF	175
186007882AC	Public intoxication	BF	175
186008058AC	Public intoxication	BF	175
186008082AC	Public intoxication	BF	175
186008091AC	Public intoxication	BF	175
186008122AC	Public intoxication	BF	175

186007752AC	Public Urination	BF	120
186008059AC	Public Urination	BF	120
186008071AC	Speeding 34/25	BF	103
186008029AC	Speeding 42/25	BF	145
186007946AC	Speeding 43/30	BF	125
186008095AC	Speeding 62/40	BF	170
186007984AC	Speeding in a school zone 30/20	BF	210
186007985AC	Speeding in a school zone 30/20	BF	210
186008065AC	Speeding in a school zone 33/20	BF	295
186007826AC	Speeding urban - 40/30 mph zone	BF	140
186008087AC	Speeding urban - 42/30 mph zone	BF	174
186007995AC	Speeding urban - 45/30 mph zone	BF	195
186008119AC	Speeding urban - 45/30 mph zone	BF	195
186007916AC	Speeding urban - 46/30 mph zone	BF	202
186008084AC	Speeding urban - 46/30 mph zone	BF	202
186008085AC	Speeding urban - 46/30 mph zone	BF	202
186007755AC	Speeding urban - 47/30 mph zone	BF	209
186007646AC	Speeding urban - 50/30 mph zone	BF	230
186008086AC	Speeding urban - 50/30 mph zone	BF	230
186008056AC	Speeding urban - 52/30 mph zone	BF	274
186007751AC	Speeding urban - 54/30 mph zone	BF	288
186007945AC	Unsafe Turning Movement	BF	100
186008099AC	Use of cell phone while driving prohibited	BF	75
186008101AC	Use of cell phone while driving prohibited	BF	75
186008080AC	Valid license plate/temp permit required	BF	140
186008013AC	Animals at Large	D- Per Town's Motion	0
186007647AC	Criminal trespass	D- Per Town's Motion	0
186006781AC	Criminal trespass	D- Per Town's Motion	0
186007829AC	Failure to Maintain Lane	D- Per Town's Motion	0
186007832AC	False ID- minors- purpose of purchasing or entering- MUST APPEAR	D- Per Town's Motion	0
186007344AC	Interference with Police Department	D- Per Town's Motion	0
186007967AC	Public intoxication	D- Per Town's Motion	0
186007880AC	Public intoxication	D- Per Town's Motion	0
186006767AC	Public intoxication	D- Per Town's Motion	0
186007936AC	Speeding 47/30	D- Per Town's Motion	0
186007961AC	Stop Sign Violation	D- Per Town's Motion	0
186007862AC	Failure to stop at a red light	D- TS	0
186007975AC	Speeding urban - 46/30 mph zone	D- TS	0
186008038AC	Speeding urban - 51/30 mph zone	D- TS	0
18302P	Drive/control veh under infl alcohol concentration 0.08% or more	DA- In accordance with WS 7-13-301	0

06868M	Drive/control veh under infl alcohol concentration 0.08% or more	DA- In accordance with WS 7-13-301	760
18652P	Drive/control veh under infl alcohol concentration 0.08% or more	DA- In accordance with WS 7-13-301	760
186006495AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	GP	810

STAFF REPORT



Meeting Date:	November 17, 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. Thaw Well Agreement with the Lockhart Cattle Company

- **Purpose:** The purpose of a Thaw Well Agreement is to allow the beneficial use of a thaw well for an additional downstream property during wintertime flooding that occurs on Flat Creek. The Lockhart Cattle Company (LCC), which is located south of the High School Road, was interested in partnering with the Town regarding use of the High School thaw well to prevent wintertime flooding on their property. In 2022, the Town entered into an agreement with LCC that allowed for their beneficial use of the High School thaw well. That agreement will end in December of 2025. The purpose of this item is to enter into a new Thaw Well Agreement between the Town and the LCC to allow for their continued use of the High School thaw well.
- **Term:** 5 years
- **Cost and Payment Terms:** The costs and terms for the thaw well are as follows: The Town pays 100% of the cost for the third-party contractor for the Thaw Well and for state-mandated water quality testing. The Lockhart Cattle Company and the Town split 50/50 the cost of electricity, operation, repair, replacement, maintenance, and routine upkeep of the thaw well (including the software system). The Lockhart Cattle Company reimburses the Town within 30 days of the invoice.

2. MOU with Partners for Public Good

- **Purpose:** The purpose of the Memorandum of Agreement with Partners for Public Good is to outline expectations and deliverables as their team works with the Ecosystem Stewardship Administrator to develop systems for evaluating proposals and manage contracts related to the Electric Vehicle Charging and Fueling Infrastructure Grant.
- **Term:** The term of this MOU is twelve months commencing on the Effective Date. It shall be automatically renewed for (1) additional twelve months period and expire on the second anniversary of the Effective Date. Either party may submit a notice of non-renewal at least 30 days prior to the end of the first twelve months.
- **Cost and Payment Terms:** Partners for Public Good do not charge a fee for their services with the Town of Jackson.

- *Department & Budget Detail:* This item is for the Administration Department. There is no cost to this service, so it is not included in a budget.

3. Contract with Path Point Merchant Services, LLC

- *Purpose:* The purpose of this item is to approve three merchant processing agreements with Path Point Merchant Services, LLC. Path Point is a payment processor that administers electronic credit card and debit card transactions. Multiple departments use this to process applications, collect payments, administer the fee schedule, etc., a core function of Town operations. Path Point rates are comparable to Chase Paymentech, the prior merchant processor. With this transition to Path Point, a fee of 2.55% will be collected. This fee is captured for the Town customer's choice to use a credit card (versus cash or check, which carry no fee) and is in accordance with Town Council direction.
- *Term:* The Contract will be effective upon Mayor's signature. The contract terminates in thirty-six months, subject to budget appropriation.
- *Cost and Payment Terms:* 0.45% - 0.55% per transaction plus \$21 per month. This is estimated to be around \$30,000 per fiscal year. In addition, new payment terminals will be purchased estimated not to exceed \$3,000.
- *Department & Budget Detail:* Monthly transaction fees are for the Finance Department and is included in the Credit Card Fee line item across multiple departments. Payment terminals were not budgeted. A \$3,000 budget increase for this item will be presented at the next FY26 budget amendment.

4. Release and Termination of Encroachment Agreements with Robert and Sandra Owens

- *Purpose:* The purpose of this item is to release and terminate two Encroachment Agreements that, while agreed to by the Town and property owners on Snow King Drive, were not ultimately needed in the final construction. The property owners of 785 Snow King Drive originally intended, and were approved, to construct their home with two encroachments into the Town road easement: a portion of the home itself and subsurface soil nails. The owners abandoned their original plan and built their home without any encroachments. However, the Encroachment Agreements had already been recorded and thus need to be released and terminated to ensure accurate records for both the Town and property owners.
- *Term:* The Encroachment Agreements will be released and terminated upon execution by the mayor and recordation with the Teton County Clerk.
- *Cost and Payment Terms:* There is no cost to the Town; the Teton County Clerk recording fee will be paid by the property owner.
- *Department & Budget Detail:* This item is for the Planning and Building Department. The cost for recording the document will be paid by the property owners, thus there is no applicable line item.

5. Contract with Eco Consulting LLC

- *Purpose:* The purpose of this item is to approve a contract with EcoConnect Consulting to provide the Town of Jackson with technical assistance and professional support in reviewing, refining, and implementing updates to the Land Development Regulations (LDRs) related to the Natural Resource Overlay (NRO), Waterbody and Wetland Buffers, and Wildlife Friendly Fencing. The scope of work includes detailed review of draft materials, assessment of applicability, staff coordination, and participation in public meetings.
- *Term:* The Contract will be effective upon the Mayor's signature and terminates twelve months thereafter.
- *Cost and Payment Terms:* The work will be performed at an hourly rate of \$200 per hour, with a not-to-exceed amount of \$15,120.00.

- *Department & Budget Detail:* This item is for the Planning and Building Department and is included in the Departmental budget for the Professional Services line item.

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

Possible Alternatives.

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

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

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The fiscal impact for each contract is set forth above.

Staff Impact.

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

Attachments or Links.

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

1. Thaw Well Agreement with the Lockhart Cattle Company
2. MOU with Partners for Public Good
3. Contract with Path Point Merchant Services, LLC
4. Release and Termination of Encroachment Agreements with Robert and Sandra Owens
5. Contract with Eco Consulting LLC

Suggested Motion.

1. I move to approve the Thaw Well Agreement with the Lockhart Cattle Company, subject to minor changes by staff.
2. I move to approve the MOU with Partners for Public Good, subject to minor changes by staff.
3. I move to approve the Contract with Path Point Merchant Services, LLC, subject to minor changes by staff.
4. I move to approve the Release and Termination of Encroachment Agreements with Robert and Sandra Owens, subject to minor changes by staff.
5. I move to approve the Contract with Eco Consulting LLC, subject to minor changes by staff.

THAW WELL AGREEMENT
(Lockhart Cattle Company)

This Thaw Well Agreement ("**Agreement**") is made and entered into to be effective as December __, 2025 ("**Effective Date**"), between the Town of Jackson, a Wyoming municipal corporation ("**Town**") and the Lockhart Cattle Company, a Wyoming limited liability company ("**LCC**").

WHEREAS, the Town owns and operates a thaw well located within Flat Creek and north of the bridge on High School Road, as set forth in Exhibit A, attached hereto and made a part hereof ("**Thaw Well**"), which is used for pumping warm water into Flat Creek ("**Creek**"); and

WHEREAS, the Town retains all rights over and exclusive control of the Thaw Well, including the right to remove and decommission the Thaw Well at any time; and

WHEREAS, the Thaw Well is operated by the Town via the supervisory control and data acquisition computer system ("**SCADA**"), administered by a third-party contractor, which is currently Alder Environmental, LLC, but which may change at the sole discretion of the Town. Pursuant to SCADA, the Thaw Well automatically turns on when the monitoring equipment thereof detects the ambient air temperature has reached a pre-determined threshold, and thereafter operates on a predetermined SCADA schedule; and

WHEREAS, LCC owns property through which the Creek runs that lies south of the Thaw Well, as set forth on Exhibit B, attached hereto and made a part hereof, and desires to have the Thaw Well turned on for its private benefit in accordance with the terms of this Agreement;

WHEREAS, the parties entered into that certain Thaw Well Agreement Between the Town of Jackson and Lockhart Cattle Company, LLC, effective as of December 2, 2022 ("**Prior Agreement**"), which governs the operation of the Thaw Well and is set to expire on December 2, 2025;

WHEREAS, the parties now desire to enter into a new agreement to set forth the terms and conditions of the operation of the Thaw Well following the expiration of the Prior Agreement; and

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, including the above Recitals, the parties hereto agree as follows:

1. Town Thaw Well Obligation: Town agrees not to remove and to continue to operate the Thaw Well for the Term of this Agreement.
2. Thaw Well Activation. LCC acknowledges that Town has exclusive ownership and control of the Thaw Well. LCC agrees that the Thaw Well will be activated in accordance with the SCADA system, as set and established at the sole discretion of the Town, consistent with other thaw wells on Flat Creek. LCC, its employees, agents, and contractors, shall not interfere with the Town, its employees, agents, or contractors, with respect to the activation schedule and operation of the

Thaw Well. All communication by LCC regarding the Thaw Well, specifically including its activation schedule and operation, shall be to and with the Town, not the third-party contractor administering SCADA.

3. Payment.

- a. The Town will pay:
 - i. 100% of the cost of employing a third-party contractor for the Thaw Well.
 - ii. 100% of the cost of water quality testing, which testing is mandated by the State of Wyoming.
- b. LCC will pay, within 30 days of issuance of a Town invoice:
 - i. 50% of the cost of the electricity used to operate the Thaw Well.
 - ii. 50% of the cost of the operation, repair, replacement, maintenance, and routine upkeep of the Thaw Well and SCADA system.

4. Term. The term of this Agreement shall be 5 years, commencing on the Effective Date. After the first year of this Agreement, either party may terminate this Agreement at any time by giving 90 days' written notice to the other party of its intent to terminate; provided, however, that if LCC initiates termination, all costs incurred prior to the date on the notice of termination shall be due and owing to Town.

5. Miscellaneous.

- a. *Entire Agreement; Modification.* This Agreement constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous understandings, representations, and statements preceding its date shall not be binding upon either party, except to the extent incorporated herein. This Agreement may only be amended by written agreement duly executed by both parties.
- b. *Binding Effect.* This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- c. *Assignment.* Neither party shall assign this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other.
- d. *Notice.* Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this provision.

Town

LCC

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

Lockhart Cattle Company

email: _____

- e. *Governing Law.* This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming.
- f. *Governmental Immunity.* The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
- g. *Recitals.* The recitals of this Agreement are incorporated herein and made a part of hereof with the same force and effect as if they were herein repeated fully and at length.

Town of Jackson

By: _____
Arne O. Jorgensen, Mayor

Dated: _____

Attest: _____
Riley Hovorka, Town Clerk

Lockhart Cattle Company, LLC

By: _____
Kelly Lockhart, Manager

Dated: _____

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into as of **October 20, 2025** (the “Effective Date”) by and between Partners for Public Good (“PPG”) and the Town of Jackson (the “City”).

The purposes of this MOU are to state terms regarding (1) the engagement of the PPG Team members, including the PPG Associate, who will participate in the Activities under this MOU as described below, and (2) other terms related to the assistance PPG will provide to the City related to the Activities.

For the purposes of this MOU, the PPG Team means persons from or affiliated with PPG who participate in Activities under this MOU, including the PPG Associate(s), PPG staff members, officers, directors, advisors, funders, and/or any other PPG affiliates participating in or supporting the Activities under this MOU.

For the purposes of this MOU, Activities may include improvements to procurement and contracting processes, use of data to inform service delivery and referral systems, piloting of new services or service-delivery models, establishing active contract management systems between governments and service providers, pay for success and performance-based contracts, optimizing resource allocation, and other initiatives designed to improve government performance and make government programs more effective, as outlined in Exhibit A, attached hereto and by this reference incorporated.

The parties agree as follows:

1. PPG Team Responsibilities. The PPG Team will work with a City team in connection with City’s analysis of and process for implementation of Activities. The PPG’s Team’s responsibilities may include general support for the City team in designing and implementing Activities, including supporting data collection and analysis; aiding preparation of briefing papers, reports, and procurement documents; and assisting in engagement of internal and external stakeholders as appropriate. The PPG Team will not provide, and are not engaged or authorized by the City to provide, legal advice or services, notwithstanding that one or more may be trained as lawyers.
2. Supervision. **Tanya Anderson** will serve as the City’s key point of contact with the Associate and is responsible for advancing Activities for the City.

3. No Salary and Benefits; Office Facilities. The City shall have no responsibility for compensation or employment benefits for any members of the PPG Team with respect to any work done pursuant to this MOU.
4. Parties' Relationship. No PPG Team member will be treated as an employee of the City.
5. Confidential Information. In order to engage in activities under this MOU, the PPG Team will need to participate in internal discussions among City employees and view internal City documents and written communications exempt from disclosure under local public information laws pertaining to the Activities and the PPG Team's engagement. For purposes of this MOU, "Confidential Information" shall mean any information from discussions, internal documents, and written communications disclosed by the City, whether orally or in writing, to the PPG Team that either has been marked by the City as "Confidential" or that the PPG Team knows or should reasonably know that the City considers to be confidential, under the circumstances.
 - a. Non-Disclosure of Confidential Information. Except as provided in the paragraph immediately below, the PPG Team shall (i) hold the Confidential Information in confidence, and (ii) not at any time divulge, disclose, or communicate the Confidential Information to anyone other than City employees except as authorized by City, or use the Confidential Information for any purpose other than in connection with this MOU. The PPG Team will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure or publication of the Confidential Information as the PPG Team uses to protect PPG's confidential information of a like nature.
 - b. Other Disclosure Provisions. The limitations on disclosure set forth above do not apply with respect to the Confidential Information that (a) was in the PPG Team's possession before the Effective Date; (b) is or becomes a matter of public knowledge or publicly available other than through breach of this Confidential Information Section by the PPG Team; or (c) is disclosed by the PPG Team with the prior written approval of a duly authorized representative of the City. In addition, the PPG Team may disclose Confidential Information if such disclosure is required by any law, rule, regulation or judicial or administrative process,

provided that, if permitted by applicable law or regulation, the PPG Team shall notify City prior to any such required disclosure.

6. Avoiding Conflicts of Interest. Members of the PPG Team will not, at any time during the term of the MOU, provide services to vendors or service providers in connection with transactions or proposed transactions with the City relating to the financing or implementation by the City of Activities that the PPG Team advised on or assisted in developing. Members of the PPG Team may at any time work with and advise other states, counties, municipalities or government agencies that are undertaking similar Activities, including other jurisdictions that may be applying for the same federal grants that the City may be applying for. Members of the PPG Team may also advise the U.S. federal government and governments in other countries on strategies to advance similar Activities.
7. No Authority. No member of the PPG Team will have authority to negotiate any agreements for the City, to incur any obligations or expenses on behalf of the City, or to act in any other manner on behalf of the City or in its name.
8. Limitation of Liability. The City acknowledges that performance of the work described in this MOU will involve the expression of professional ideas, judgments and opinions by the PPG Team, and that it is in the City's interest to have such ideas, judgments and opinions expressed frankly, without concern on the part of the PPG Team or PPG that such ideas, judgments and opinions will be deemed representations, warranties or covenants upon which the City may claim reliance. The City further acknowledges that some Activities may be relatively new, little-used and little-studied tools. Accordingly, the City understands and agrees that the PPG Team and PPG do not and will not make any warranties or representations of any kind, express or implied, concerning the accuracy of ideas, judgments, opinions, recommendations, projections, analyses or estimates which any member of the PPG Team provides to the City under this MOU (collectively, "Contributions"). The City further agrees that (i) any decision the City may make to rely on any Contributions shall be at its own risk; and (ii) neither PPG nor any member of the PPG Team shall be liable to the City for, and the City shall not make any claim against PPG or any member of the PPG Team relating to, any claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees) which the City may at any time sustain or incur in connection with or arising out of any Contributions or the City's reliance thereon or use thereof, other than claims, liabilities, losses, damages, costs and expenses resulting from the gross negligence or intentional misconduct of any

member of the PPG Team. Without limiting the foregoing, in no event shall PPG or any member of the PPG Team be liable for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to this MOU, whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

9. Intellectual Property and Publication Rights.

a. Work Product and PPG Created Materials.

- i. The term Work Product as used herein comprises works subject to copyright, including materials, notes, designs, technical data, methodologies and know-how, research findings, reports, documentation, and other similar work product in any media or formats.
- ii. The City shall retain sole ownership of all rights, title, and interest, including all copyrights and other intellectual property rights, in and to Work Product developed or acquired by the City or on the City's behalf either prior to this MOU or under this MOU without the participation of the PPG Team.
- iii. PPG shall be the sole owner of all rights, title, and interest, including all copyrights and other intellectual property rights, in and to the Work Product conceived, created or provided by PPG or the PPG Team under this MOU ("PPG Created Materials"), whether alone or with any contribution from the City or its personnel. To the extent the City or its personnel may acquire any right or interest in such Work Product by operation of law, the City hereby irrevocably assigns all such right and interest exclusively to PPG.
- iv. In connection with the City's pursuit of its public purpose, PPG hereby grants to the City a fully-paid, royalty-free, non-exclusive, worldwide, irrevocable, perpetual, license to use, reproduce, distribute, modify, and transmit the PPG Created Materials in any media now known or hereafter developed.
- v. The City understands and accepts that PPG intends to share PPG Created Materials and related analytic concepts and tools with other jurisdictions in furtherance of its non-profit and charitable mission.

b. Publication Rights.

- i. In addition to providing assistance and support to the City, a purpose of this MOU for PPG, a mission-driven non-profit organization, is as an opportunity to research, study, learn more about and make publicly known the design and implementation of Activities. Accordingly, PPG and any member of the PPG Team shall have the right to use, publish, and present publicly any findings, analyses, data and opinions based on or derived from PPG Created Materials, from Contributions or from other work performed under this MOU; provided that no Confidential Information shall be disclosed in such publications or presentations.
- ii. The PPG Team shall provide City with an opportunity to review any such materials at least 30 days prior to submission for publication or presentation solely for the purpose of identifying any Confidential Information that is contained therein and should be removed; City shall perform such review within 30 days of receipt. The PPG Team need not obtain further City review of additional publication or presentation materials based on content from previously reviewed materials.
- iii. Publications and presentations of general conclusions and analyses drawn from work with multiple jurisdictions and publications and presentations that summarize publicly available information about the City's initiatives do not have to be submitted for review.

10. Term and Termination.

- a. The term of this MOU is twelve months commencing on the Effective Date. Unless either party submits a notice of non-renewal at least 30 days prior to the end of the twelve months, this MOU shall be automatically renewed for one (1) additional twelve months period and expire on the second anniversary of the Effective Date. Further extensions of the term will require written agreement of the Parties.
- b. Either Party may terminate this MOU upon 30 days' written notice to the other Party.

- c. The provisions of this MOU concerning confidential information, limitation of liability, intellectual property and publication rights, and publicity and use of names shall survive expiration or termination of this MOU.

11. Publicity and Use of Names. Neither party may issue a press release or other public announcement about this MOU, nor may it use any name, trademark or insignia of the other party or any predecessor organization (or of any school, department or unit of the other party) for promotional purposes or any other public purposes in connection with this MOU, without the prior written approval of the other party. Without limiting the foregoing, neither party shall in any manner suggest that its programs, findings or publications have been endorsed by the other party. However, each party may identify the other in any description of the MOU in its customary listings of activities; PPG and the PPG Team may identify the City in publications about the Activities as described in Section 9(b); and PPG may state on its website that it is assisting the City, without prior approval from the City.

12. Other Provisions.

- a. Assignment and Delegation. Neither Party shall assign or delegate this MOU or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this MOU shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.
- b. Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the State of Wyoming (excluding conflict of laws rules).
- c. Severability. In the event that any provision or section of this MOU shall be held to be invalid by any court, such holding shall not affect in any respect whatsoever the validity of the remainder of the MOU unless the invalid provision materially affects the rights of the parties.
- d. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be

deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day:

Town:

Attn: Jackson Town Attorney
P.O. Box 1687
Jackson, Wyoming 83002
clerk@jacksonwy.gov

Contractor:

Partners for Public Good
2108 N St, Suite N
Sacramento, CA 95816
contracts@partnersforpublicgood.org

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

- e. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond the party's reasonable control.
- f. Entire Agreement; Amendment. This MOU constitutes the entire agreement between the parties with respect to the Activities which are the subject matter hereof, and supersedes all prior or contemporaneous agreements concerning such matters. This MOU may not be amended or modified except with the written consent of both parties.
- g. Assignment and Delegation. Neither Party shall assign or delegate this MOU or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this MOU shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.
- h. Governmental Immunity. Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement
- i. Counterparts; Digital Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same

document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

Executed as of the Effective Date.

For the Town of Jackson, Wyoming

By: _____

Name: Arne O. Jorgensen

Title: Mayor

For Partners for Public Good

By: _____

Name: Kailey Burger

Title: CEO

By: _____

Name: Riley Hovorka

Title: Town Clerk

Exhibit A

Project Name:	Jackson-Teton-Yellowstone EV Charging Expansion Project
Federal Grant (e.g. SS4A, BUILD, etc.):	Charging and Fueling Infrastructure (CFI) Grant – U.S. Department of Transportation
City, State:	Jackson, Wyoming
City Lead (Name, Title):	Tanya Anderson, Ecosystem Stewardship Administrator
City Lead Email	tanderson@jacksonwy.gov
City Team (Name, Title):	Alicia Cox, Executive Director, Yellowstone-Grand Teton Clean Cities Erik Kimball, Sustainability Coordinator, Teton County
PPG Project Manager(s) (Name, Title):	Hope Patterson, Project Leader Karl Hoesch, Associate
PPG Project Manager Email	hope.patterson@partnersforpublicgood.org karl.hoesch@partnersforpublicgood.org
PPG Team (Name, Title):	Adriana Hayes, Assistant Director Rebecca Graffy, Director
Start Date (Per Agreement Date):	October 17, 2025 (or the date the MOU is signed – active for 6 months after signature)

What challenge or problem is being addressed through this RPS?	
The Town of Jackson, Wyoming is the prime recipient for a Charging and Fueling Infrastructure (CFI) grant from the U.S. Department of Transportation, along with several subrecipients throughout the greater Jackson-Grand Teton-Yellowstone region. The Town of Jackson has limited experience managing these types of federal grants and needs guidance on how to best evaluate contractor responses to its RFP. Jackson also needs guidance on how to best manage contracts after they have been awarded to ensure that work is done effectively, efficiently, and in compliance with federal regulations.	
What is the primary goal or targeted outcome for this RPS?	
PPG will assist the Town of Jackson in preparing its evaluation committee to score proposals for its RFP and will guide the Town of Jackson in developing effective contract management practices after awards have been made.	
What are 2-3 key objectives and corresponding metrics for this RPS that will help measure progress towards the stated goal?	
Objective	Long-Term Metrics
1. Build the capacity of the Town of Jackson's evaluation committee to effectively score contractor proposals for the EV Charging RFP.	1. \$ value of executed contracts. 2. # of change orders executed.

2. Set up contract management plans that will enable the Town of Jackson to effectively, efficiently, and strategically manage vendor contracts for their CFI funded EV Charging project in compliance with federal regulations.	
List the core deliverables for this RPS?	
1. RFP Evaluation Primer: PPG will develop a short guidance document for the RFP evaluation committee on how to best review and score proposals. 2. RFP Evaluation Training: PPG will also lead a short evaluation training course (~ 1hr) for all committee members before proposals are scored and reviewed. 3. Contract Management Workshop: Once contracts have been awarded, PPG will lead an active contract management training for key project stakeholders in the town. 4. Contract Management Plan(s): A big deliverable from the contract management training will be contract management plans that the Town of Jackson can use to effectively oversee the work being completed by selected contractors. 5. Contingent Activities for Subrecipients: Throughout project implementation, PPG will be looking for opportunities to create templates/trainings and provide additional technical assistance for subrecipients on this award. Moreover, PPG will be available to provide additional contract management support to the Town of Jackson in 2026 once additional contracts have been awarded for installation and construction.	



TOWN OF JACKSON

MERCHANT APPLICATION AND AGREEMENT

Card Acquiring Services Agreement

This Acquiring Services Agreement (this "**Agreement**") is entered into by and between Path Point Merchant Services, LLC ("**Company**") and [Customer] identified on the Order Form ("**Customer**"), together referred to as the "Parties" and each individually as a "Party."

WHEREAS, Company offers a program that enables its customers, including [Customer], to use the proprietary technology offered by Company and its affiliates (the "**Company Services**"), along with the card acquiring services (the "**Acquiring Services**") of its partners First Data Merchant Services LLC ("**First Data**") and Pathward, N.A. ("**Acquiring Bank**") to accept card payments from Customer's clients (each, a "**Payor**") for goods and services provided by [Customer], as well as certain banking and payments services (the "**Banking Services**") of its financial institution partner, Zions Bancorporation, National Association or such other financial institution partner identified by Company from time-to-time ("**Zions**") and together with First Data and Acquiring Bank, the "**Partners**") in connection with the same (the "**Company Program**"); and

WHEREAS, Customer desires to, and Company agrees to permit, Customer to participate in the Company Program subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "**Initial Term**") of this Agreement shall be thirty-six (36) months from the date on which this Agreement is executed by the Parties. This Agreement shall automatically renew for an additional thirty-six (36) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Company of the applicable Fees (defined below) and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Company a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Merchant Application, Exhibit A, Schedule 1 (collectively the "**Fees**"). Company reserves the right to change the Fees at any time so long as Customer is provided no less than thirty (30) days advance notice of a change. Customer authorizes Company to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit A Section 4, (the "**Customer Account**") on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any Fee that is due as described in Exhibit A. If there are insufficient funds in Customer Account to cover the Fees, Company will contact Customer for resolution. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer:

A. Customer shall be subject to "know your customer" and related due diligence requirements established by Company and Partners (the "**Onboarding Requirements**"). Customer must satisfy the Onboarding Requirements at all times during the Term in order to be eligible to use the Company Services or the Additional Services and shall provide to Company all information requested by Company or Partners for such purpose. Customer represents and warrants that any information that Customer provides to Company or that Company otherwise obtains pursuant to this Agreement for purposes of complying with the Onboarding Requirements is accurate and complete, and Customer will notify Company in connection with any changes to this information.

B. During the Term, Customer authorizes Company to act as payment facilitator with respect to the authorization, processing, and settlement of card transactions (each, a "**Transaction**") pursuant to the additional terms and conditions of the Sub-Merchant Agreement by and among Customer, the Company, FiServ, and Acquiring Bank included as Exhibit B (the "**Sub-Merchant Agreement**").

C. Acquiring Bank will remit card Transaction funds to a Zions-owned account established by Zions and Company for the benefit of all Program customers (the "**Program Account**"). Customer acknowledges as a part of the Program Account, Company and Zions participate in a sweep program (the "**Sweep Program**") through which Zions acts as Customer's agent to automatically deposit or "sweep" all Customer funds from the Program Account into sweep program bank partners, up to applicable Sweep Program limits. Funds held in such Sweep Program may generate fees or interest. Customer assigns any of its right, title or interest in such fees or interest to Company and Zions as consideration

for the provision of the Company Services pursuant to this Agreement, in addition to the Fees as described herein. Upon Customer's withdrawal request, Zions will effect withdrawal of the relevant Transaction funds from the Program Account to the Customer Account. For avoidance of doubt, Customer hereby designates Zions as its agent for purposes of sweeping Customer funds from the Program Account to the Sweep Program, and otherwise participating in the Sweep Program as set forth herein.

4.0 Support Services: Company will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Company, from 8:00 am to 5:00 pm (PST or PDT) for Customer and Payors within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Company internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Company under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Customer Account Authorization: Customer hereby authorizes Company, or its designees, to initiate Debit and/or Credit Entries to the Customer Account in accordance with this Agreement. Company's authority will remain in full force and effect until either (a) 365 days after Company has received written notification from Customer of the termination of this Agreement to provide Company reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Company that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Reports: Company will provide a detailed report of all funds transfers collected for the Customer's account. All reporting will be via the Internet.

8.0 Representations and Warranties Regarding Payors: Customer warrants that it will provide Company with relevant billing information for Payors. Customer agrees to indemnify and hold Company harmless from any claim or liability relating to any inaccuracy in billing information provided to Company. Customer further represents and warrants with respect to all Transactions processed for Customer by Company that: (a) each Payor has authorized the Transaction, (b) each Transaction is for an amount agreed to by the Payor, (c) each Transaction is in accordance with the Rules and Regulations and properly authorized in all other respects, (d) Payors are U.S. persons and are not the target of economic or financial sanctions imposed by any government authority. Customer agrees to defend, indemnify, and hold Company and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Company as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Transactions immediately upon receiving actual or constructive notice of the termination or revocation by the Payor of authority. Customer must provide Company immediate notice if Client detects illegal, fraudulent, deceptive or suspicious activity associated with a Payor.

9.0 Regulatory Compliance: Customer acknowledges that Company is a technology provider and not a bank or financial institution, and – as such – the holding and movement of Customer funds as necessary for the Company Services are undertaken solely by Acquiring Bank or Zions. Company is not an FDIC-insured institution. FDIC insurance protects only against the failure of insured depository institutions and not the failure of nonbanks like Company and its affiliates.

10.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer will not use the Company Services, nor permit such services to be used by Payors (i) to facilitate Transactions that are inconsistent with the limitations on the amount, velocity, or other limitations as may be established by Company or Partners from time to time; (ii) to facilitate Transactions that are inconsistent with “**Your Payments Acceptance Guide**” as provided during onboarding and available at this URL: (<https://www.gopathpoint.com/Terms/AcceptanceGuide.pdf>); or (iii) in any manner that gives rise to fraud or violates, or that causes Company or Partners to violate, the Rules and Regulations. For avoidance of doubt, all Banking Services, including the holding and transfer of funds in connection with the Program, are performed solely by ODFI; the functions performed by Company in support of the Program are limited to providing technology and related to enable Customer to access the Program, including the Banking Services.

11.0 Termination: This Agreement may be terminated by either party with at least 60 days written notice prior to the end of the initial 3-year term or renewal term specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Company, Company shall be paid for all services performed up to the date of termination. This Agreement shall automatically terminate upon termination of the Sub-Merchant Agreement by First Data or Acquiring Bank.

12.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

13.0 Independent Contractors: Both Customer and Company are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

14.0 No Warranty: Company makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Company shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Company has been advised of the possibility of such damages.

15.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

16.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other; provided, that no such consent shall be required in connection with an assignment by Company to an affiliate. The parties hereby agree that the Zions is a third-party beneficiary of this Agreement with respect to the Banking Services, and shall have the right to enforce this Agreement directly and independently against Customer.

17.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Accepted by:
Path Point Merchant Services, LLC

Accepted by:
Town of Jackson

Signature: _____

Signature: _____

Name (Print): Keith Kephart

Name (Print): _____

Title: Executive Vice President

Title: _____

Date: _____

Date: _____

1. BUSINESS INFORMATION					
Business Name: Jackson GS			Corporate Legal Name: Town of Jackson		
Business Address: 150 East Pearl Ave			Billing Address (If Different Than Location Address): 150 East Pearl Ave		
City: Jackson	State: WY	Zip: 83001	City: Jackson	State: WY	Zip: 83001
Location Phone: 3077333932		Location Fax:		Contact Name: Kelly Thompson	
Business Email Address: utilitybilling@jacksonwy.gov			Contact Email Address: utilitybilling@jacksonwy.gov		
Business Website Address: https://www.jacksonwy.gov/			Contact Phone Number: 3077333932		
Customer Service Phone: 3077333932		Customer Service Email Address: utilitybilling@jacksonwy.gov		MCC/SIC Government Services	
☐ Individual / Sole Proprietorship: State: _____ ☐ Corporation – Chapter S C State: _____ ☐ Tax Exempt Organization (501C) – State: _____ ☒ Government (federal, State, Local) ☐ Limited Liability Company (LLC) – State: _____ ☐ Partnership – State: _____ ☐ Medical or Legal Corporation – State: _____			Date Business Started: 01/01/1933		
			Federal Tax ID: [REDACTED]		
			Name as it appears on your income tax return: Town of Jackson		
			Detail explanation of Type of Merchandise, Products or Services Sold: General Services		
Note: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)					
2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION – ALL MERCHANTS					
1. Zone: Business Direct Industrial Residential 2. Location: ☐ Mail ☐ Office ☐ Home ☐ Shopping Area ☐ Isolated ☐ Flea Market ☐ Apartment ☐ Door to Door ☐ Other 3. How many employees: _____ 4. How many registers / Terminals: _____ 5. Is proper license visible? ☐ Yes ☐ No 6. Where is the merchant name displayed on the site? ☐ Window ☐ Door ☐ Store Front 7. Merchant Occupies: ☐ Ground Floor ☐ Other: _____ 8. # Of Floors: ☐ 1 ☐ 2-4 ☐ 5-10 ☐ 11+ 9. Remaining Floors Occupied by: ☐ Residential ☐ Commercial ☐ Combination ☐ None 10. Approximate Square Footage: ☐ 0-250 ☐ 251-500 ☐ 501-2,000 ☐ 2,001 + 11. Are customers required to leave a deposit? ☐ No ☐ Yes If Yes, % of deposit required: _____% 12. Return Policy: ☐ Full Refund ☐ Exchange Only ☐ None			13. Do you have a refund policy for MC / Visa / Discover / AMEX ☐ Yes ☐ No (If Yes, check one) ☐ Exchange ☐ MC / Visa / Discover / AMEX – Credit ☐ Store Credit If MC/V/DI/AMEX Credit within how many days do you submit credit transactions? ☐ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14 14. Advertising Method (Attach at least one.) ☐ Catalog ☐ Brochure ☐ Direct Mail ☐ Newspaper / Journals ☐ Internet ☐ Phone ☐ TV / Radio ☐ Other <i>Marketing materials required for Mail Order, B to B, Internet over \$1 Million in annual revenue. Attach Web Page for Internet Merchant.</i>		
			Processing Method Information 1. What is the time frame from transaction to delivery? 0-7 days _____% + 8-14 days _____% + 15-30 days _____% + over 30 days _____% = 100% 2. MC / Visa / Discover/ AMEX sales are deposited (Check one): ☐ Date of order ☐ Date of delivery ☐ Other: _____ 3. Does any of your cardholder billing involve automatic renewals or recurring transactions (I.e. cardholder authorizes initial sale only)? ☐ Yes ☐ No		

3. OWNERS / PARTNERS / OFFICERS

OWNER / PARTNER / OFFICER 1				OWNER / PARTNER / OFFICER 2			
Name: (First, M, Last) Ame Jorgenson				Name: (First, M, Last)			
Title: Other		% Ownership 0.00		Title:		% Ownership	
Home Address: (No P.O. Box) 150 East Pearl Ave				Home Address: (No P.O. Box)			
City: Jackson		State: WY	Zip: 83001	Country: USA	City:		State: Zip: Country: USA
Telephone #: 3077333932				Telephone #:			
D.O.B.: **/**/1980		SSN:		D.O.B.:		SSN:	

4. SETTLEMENT INFORMATION

Deposit Bank #1: BANK OF JACKSON HOLE ADO NBH BANK		Debit Bank #2:	
Transit / ABA #: [REDACTED]	DDA #: [REDACTED]	Transit / ABA #:	DDA #:

5. TRANSACTION INFORMATION

FINANCIAL DATA	WHERE IS SALE TRANSACTED? (Must = 100%)
Highest Ticket Amount: \$ 1,000.00	
Monthly V/MC/Disc Volume: \$ 35,210.00	
Avg. MC/Visa/Discover Network - \$ 535.00	
Average YEARLY MC/Visa Volume \$ 422,526.00	
Average YEARLY Discover Volume: \$ 10,000.00	
Average YEARLY American Express OptBlue® Volume \$ 10,000.00	
Seasonal? ☐ No ☐ Yes High Volume Months Open: _____	
	Store Front/Swiped 0 %
	Internet 100 %
	Mail Order 0 %
	Telephone Order 0 %
	Total 100 %

6. LEGAL INFORMATION

Client certifies that all information set forth in this completed Sub-Merchant Processing Application is true and correct and that Client has received a copy of the Your Processing Guide and Confirmation Page, which is part of this Sub-Merchant Processing Application (consisting of Sections 1-6), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates, and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and/or agents from time to time. If your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section

By signing below, each of the undersigned authorizes us, our Affiliates and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and/or agents. Each of the undersigned authorizes us, our Affiliates and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or auto mated electronic computer security screening, by us or our third party vendors. Client authorizes Path Point Merchant Services, FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hard ware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the unlawful Internet Gambling Enforcement Act, 31 u.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Sub-Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by Path Point Merchant Services, FDMS and Bank.

7. SIGNATURE PAGE

Legal Name must be the same as on the Merchant Application (Legal Information)

Jackson GS

Legal Name of Business

Authorized Representative Signature: Must appear on Merchant Application

X _____

Signature

Print Name

Date:

By signing above, the Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on each page of this Schedule A have been reviewed, accepted and constitute a part of this Schedule A.

Path Point Merchant Services LLC

Print Name

Title

X _____

Signature

Date

Personal Guarantee: In exchange for Path Point Merchant Services LLC, FDMS, Bank, acceptance of the Agreement, the undersigned (Guarantor): (A) Unconditionally and irrevocably guarantee the full performance of Client's obligations (i) as they now exist or as modified under the foregoing agreements. (ii) without actual notice of changes, and (iii) during and after the term of the agreements; (B) Waives notice of default; (C) Shall indemnify the Guaranteed Parties for any and all amounts due from Client; (D) Warrants knowledge that Guaranteed Parties are acting in full reliance on the same, this Personal Guarantee of payment not of collection; (E) Acknowledges that (i) the Guaranteed Parties may proceed in law directly against Guarantor not Client. (ii) this is a continuing personal guarantee and shall not be discharged or affected for any reason.

X _____

Signature (as an individual)

SCHEDULE 1



Pricing Overview to Merchant Agreement

Merchant: Jackson GS

1. Transaction Processing Fees

Payment Brand Interchange: Visa, MasterCard and Discover assess an Interchange Rate, Assessment Fee & Network Fee on each transaction. These rates and fees will be passed through at cost.

Payment Brand Interchange & any incremental Discount %

Visa, MasterCard & Discover Interchange Rates	As set by each payment brand			
Billing Frequency	Monthly			
Pin Debit and/or EBT Network Fees	All Standard PIN Debit Network Fees will be assessed			
JCB (Japanese Credit Bureau)	3.20% (Must Request this Payment Method)			
Transaction Fees		Authorization Fees	Credit	Debit
Visa, MC, Discover Transaction Fee	\$0.00	Visa, MasterCard, Discover, Discount Rate	0.45%	0.45%
AMEX Transaction Fee	\$0.00	Amex Discount Rate	0.55%	
Return Fee	\$0.00	Authorization Fee	\$0.30	\$0.30
Batch Header Fee	\$0.00	AVS Authorization Fee	\$0.00	
Pin Debit Transaction Fee	\$0.00			

2. One Time Periodic Fees

<table> <tr> <th colspan="2">One-Time Fees</th></tr> <tr> <td>Setup Fee</td><td>\$0.00</td></tr> <tr> <td>Terminal Reprogram Fee</td><td>\$0.00</td></tr> </table>	One-Time Fees		Setup Fee	\$0.00	Terminal Reprogram Fee	\$0.00	<table> <tr> <th colspan="2">Monthly Fees</th></tr> <tr> <td>Monthly Service Fee</td><td>\$7.00</td></tr> <tr> <td>Visa Fixed Acquirer Network Fee*</td><td>Varies</td></tr> <tr> <td>Monthly Minimum Fee</td><td>\$0.00</td></tr> <tr> <td></td><td></td></tr> </table>	Monthly Fees		Monthly Service Fee	\$7.00	Visa Fixed Acquirer Network Fee*	Varies	Monthly Minimum Fee	\$0.00		
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<table> <tr> <th colspan="2">Annual Fees</th></tr> <tr> <td>Annual Fee</td><td>\$0.00</td></tr> <tr> <td>MC Merchant Location Fees 4</td><td>\$1.25</td></tr> </table>	Annual Fees		Annual Fee	\$0.00	MC Merchant Location Fees 4	\$1.25											
Annual Fees																	
Annual Fee	\$0.00																
MC Merchant Location Fees 4	\$1.25																

1- Customer must have sufficient funds in its bank account to have these fees electronically debited. These fees will be electronically debited from your bank account at the time of setup.

2- Monthly service and minimum fees will be debited for the first time in the month after your account has been setup. These fees will be debited regardless of whether you are processing transactions through your account.

3- Visa Fixed Acquirer Network Fee is a monthly Fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax ID's and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

4- MasterCard merchant location Fee of \$1.25 will be applicable for each month with \$200.00 or more in MasterCard volume . This fee will be assessed quarterly based on the previous 3 months activity.

5- PPMS will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1. 3A, & 4) is less than \$25.00. If your processing fees do not reach \$25.00, we will charge the difference. For example, if your processing fees total \$17.00 we will charge an additional \$8.00 to meet the \$25.00 minimum.

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time your account incurs one of the items below.

Chargeback Fee	\$15.00	Charged when a cardholder or card issuing bank formally protests a charge.
Chargeback Inquiry Fee	\$5.00	Charged when an Issuing Bank or Acquiring Bank submits a documentation request for a Chargeback Inquiry
Batch Settlement Fee	\$0.00	Charged for each batch of transaction(s) submitted for settlement.
ACH return Fee	\$25.00	Charged when Bank is unable to debit fees from your account.

3B. Per Request Fees: Charged every time you request one of the following items.

Statement Fee (email)	Waived	No charge for statements that are available via online portal.
Statement Fee (Mail)	Waived	Charged each month PPMS mails a statement.
Supplies	By order	Charges for supply orders vary based on the items ordered.
Equipment Swap Fee	By order	Charged when you swap equipment. Fees for swapping equipment vary.

4. Payment Brand Fees - Per Incidence

These fees are billed by MasterCard, Visa and Discover and passed through to your account.

MC Acquiring License Fee *	Pass-Thru	Charged on MC Gross Sales volume. See additional information under Payment Brand Charges in Section 5.
MC Digital Enablement / Card Not Present Fee	Pass-Thru	Charged on MC Card Not Present Gross Sales Volume.
DI/JCB Network Authorization Fee	Pass-Thru	Charged by Discover on all authorizations for card transactions that are settled through Discover Network.
MC Auth Access Fee - AVS Card Present	Pass-Thru	Charged by MC when a merchant uses the Address Verification Service to validate a cardholder address.
MC Auth Access Fee - AVS Card Not Present	Pass-Thru	
MC Auth Access Fee	Pass-Thru	Charged by MC when an authorization is reversed or the authorization is provided by MC if the card issuer is not available.
MC Card Validation Code 2 Fee	Pass-Thru	Charged by MC when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request.
MC Secure Code Transaction Fee	Pass-Thru	Charged on MC SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-Regional)	Pass-Thru	Charged by MC or Visa when a merchant uses this service to do an inquiry that a card number is valid.
MC Account Status Fee (Inter-Regional)	Pass-Thru	
Visa Zero \$ Account Verification Fee	Pass-Thru	
MC Processing Integrity Fee	Pass-Thru	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner.
Pre authorization	Pass-Thru	
Final authorization*	Pass-Thru	* the minimum fee amount for a Final authorization is \$0.04
Visa Misuse of Authorization Fee	Pass-Thru	
Visa Zero Floor Limit Fee	Pass-Thru	Charged when a transaction is deposited but never authorized.
Visa Transaction Integrity Fee - Credit	Pass-Thru	Charged on Visa transactions that do NOT meet the qualification standards for US Custom Payment Service (CPS) categories.
Visa Transaction Integrity Fee - Debit/Prepaid	Pass-Thru	
MC Ineligible Chargeback Blocking Fee	Pass-Thru	Charged when fraud related Chargeback is blocked by MC.
MC Cross Border Assessment Fee	Pass-Thru	Charged by MC, Visa and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	Pass-Thru	
Discover/JCB International Services Fee	Pass-Thru	
MC International Support Fee	Pass-Thru	Additional fee charged by MC, Visa and Discover on foreign bank issued cards.
Visa International Acquiring Fee	Pass-Thru	
Discover / JCB / International Processing Fee	Pass-Thru	

Customer Initials _____

By initialing the page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A.
(Please initial here for page 2 and sign section 7 on page 3)

EXHIBIT B Sub-Merchant Agreement

This Sub-Merchant Agreement (Sub-Merchant Agreement) is among [Town of Jackson]
(Merchant), First Data Merchant Services LLC (First Data), PSA Meta Bank (Bank), and Path Point Merchant Services (Company).

1. Services and Roles

- 1.1. Services. Merchant and Company entered into a [Company Merchant Agreement] (Agreement) that allows Company to act as a payment facilitator for authorization, processing, and settlement services (Acquiring Services).
- 1.2. Company. Company will facilitate the provision of the Acquiring Services outlined in the Agreement, including, supporting chargebacks, reporting, status changes, and questions about the Acquiring Services.
- 1.3. First Data. First Data and/or Company, through a separate agreement between First Data and Company, will provide the Acquiring Services to Merchant.
- 1.4. Bank. Bank is the member of Visa and MasterCard Networks that sponsors Company, First Data, and Merchant's acceptance of Visa and MasterCard transactions. Bank will also facilitate a portion of the debit transactions as set forth in the Agreement. As between Bank and First Data and Bank and Company, only Bank is approved to extend acceptance of Visa and MasterCard transactions directly to Company and/or Sub-Merchant. Bank is responsible for providing Company (as allowed by the Network Rules) or Merchant with settlement funds for Visa and MasterCard transactions. The Acquiring Services that Merchant receives from any Network other than Visa, MasterCard, and certain debit Networks are provided by Company and/or First Data and not by Bank.

2. Additional Terms and Conditions

- 2.1. By entering into this Sub-Merchant Agreement, Merchant agrees to comply with Network Rules, Your Payments Acceptance Guide, and applicable Laws.
 - 2.1.1. Network Rules are the rules, as amended from time to time by the Networks, that govern all Card processing.
 - 2.1.2. Your Payments Acceptance Guide is a summary of the Network Rules provided by First Data for Company and Sub-Merchant.
 - 2.1.3. Laws are all laws, rules, and regulations that are applicable to the parties' respective performance obligations under this Sub-Merchant Agreement.
- 2.2 Merchant represents and warrants to First Data, Bank, and Company that the receipt and handling of funds in settlement of transactions processed under the Agreement is solely in payment for Merchant's provision of bona fide goods and/or services to Merchant's customers (each, Payor). To the extent that Merchant's settlement funds are sent to Company and then by Company to Merchant, Merchant hereby designates Company, and Company hereby agrees to serve, as Merchant's limited agent for the sole purpose of receiving such payments on Merchant's behalf from Merchant's Payors. Merchant agrees that upon Company receiving payment from a Payor: (a) Merchant shall be deemed to have received payment from such Payor; (b) such Payor's obligation to Merchant in connection with such payment shall be satisfied in full; (c) any claim Merchant has for such payment against such Payor shall be extinguished; and (d) Merchant is obligated to deliver the applicable goods and/or services to the Payor, in each case regardless of whether or when Company remits such payment to Merchant. Company will remit to Merchant in accordance with the Agreement, or apply as an offset to any obligation Merchant may have to Company, any such payments Company receives on Merchant's behalf. Merchant shall identify to its Payors that Company is acting as Merchant's agent for purposes of receiving payment on Merchant's behalf. Any receipt provided to the Payor shall be binding on Merchant and shall satisfy all applicable regulatory requirements. This Section states the entirety of Company's duties as Merchant's agent for receipt of payment, and no other duties shall be implied by Company's undertaking to act in that capacity.

2.3 Additional Terms.

- 2.3.1 Card means a card, code, device, or other means allowing access to a credit, debit, prepaid, stored value, or similar account.

2.3.2 Cardholder means the individual who was issued a Card.

2.3.3 Settlement Account means a settlement account in which First Data, Bank, or Company will settle the transaction funds.

3 Settlement; Chargebacks

3.1 Upon First Data's receipt of the transaction data for transactions, First Data will process the transaction data to facilitate the funds transfer from the various Networks for Card sales. After First Data receives credit for such transaction data, subject to each party's other rights under this Sub-Merchant Agreement, First Data, Bank, or Company (either itself or through a licensed money transmitter) will provide provisional credit to Merchant's Settlement Account. Merchant agrees that it will not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the Cardholder disputes charges for merchandise or services before receiving them, a chargeback may result.

3.2 Merchant is solely responsible to pay the amount of any chargebacks resulting from transactions submitted by Merchant under this Agreement. Chargebacks can occur for a number of reasons. The following are some of the most common reasons for chargebacks: (1) a refund is not issued to Payor upon the return or non-delivery of goods or services; (2) an authorization/approval code was required and not obtained; (3) the transaction was allegedly fraudulent; (4) Payor disputes the Card sale or the signature on the sale documentation or claims that the sale is subject to a set-off, defense, or counterclaim; or (5) Payor refuses to make payment for a Card sale because, in Payor's good faith opinion, a claim or complaint has not been resolved or has been resolved but in an unsatisfactory manner.

4 Fees Pursuant to [Schedule 1], Merchant agrees to pay Company the fees associated with the provision of the services under this Sub-Merchant Agreement.

5 Reserve

5.1 In addition to any holdback and/or reserve rights that Company may have in the Agreement, Bank or First Data may require Merchant to fund a cash reserve (Reserve) in an amount that reflects Bank's or First Data's assessment of risk, as each may determine in its discretion from time-to-time. The Reserve is a payment obligation of Bank and First Data, established by holding back transaction proceeds or debiting the Merchant Settlement Account in order to potentially offset any obligations that Merchant may have to Bank or First Data. The Reserve is not a segregated fund that Merchant may claim to own. Bank and First Data are obligated to pay to Merchant any amounts remaining from the Reserve after all other current and contingent liabilities or obligations related to Merchant's payment transactions have expired (as provided for under the Network Rules).

5.2 The obligations due to Merchant from the Reserve will not accrue interest unless required by applicable Laws.

5.3 Bank or First Data will notify Merchant if a Reserve is established (including its amount) or if the amount of the Reserve is modified.

5.4 Bank or First Data may set off from the Reserve any obligations that Merchant owes to Bank or First Data from the Reserve.

5.5 Although Merchant acknowledges that the Reserve is a general obligation of Bank and First Data, and not a specifically identifiable fund, if any person claims that the Reserve is an asset of Merchant that is held by Bank or First Data, Merchant grants and acknowledges that Bank and First Data have a security interest in the Reserve and, at Bank's or First Data's request, will provide documentation to reflect this security interest.

5.6 Set-off. All funds that Bank or First Data owe to Merchant under this Sub-Merchant Agreement are subject to Merchant's payment obligations under this Sub-Merchant Agreement. Bank or First Data may set off amounts Merchant owes to either or both of Bank or First Data against any funds that either or both of Bank or First Data owe to Merchant.

6 Data Security: Data Security Merchant represents that it does not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and will not request access to such Card information from First Data or Bank. In the event that Merchant receives such Card information in connection with the services provided under this Sub-Merchant Agreement, Merchant agrees not to use it for any fraudulent purpose or in violation of any Network Rules, including but not limited to Payment Card Industry Data Security Standards (PCI DSS) or applicable Law. If at any time Merchant has reason to believe Card information has been compromised,

Merchant will notify First Data and Bank promptly and assist in providing notification to the proper parties. Merchant will ensure its compliance and the compliance of any third party service provider utilized by Merchant with all security standards and guidelines that are applicable to Merchant or such third party service provider and published from time to time by Visa, MasterCard, or any other Network, including without limitation, the Visa U.S.A. Cardholder Information Security Program (CISP), the MasterCard Site Data Protection (SDP), and (where applicable) the PCI Security Standards Council, Visa, and MasterCard PA-DSS (Payment Application Data Security Standards) (collectively, the Security Guidelines). If any Network requires an audit of Merchant due to a data security compromise event or suspected event, Merchant will cooperate with such audit. Merchant may not use any Card information other than for the sole purpose of completing the transaction authorized by the Payor for which the information was provided or as specifically allowed by Network Rules, Your Card Acceptance Guide, or required by applicable Laws. Merchant will reimburse First Data and/or Bank for all fines, fees, penalties, assessments, or other obligations of any kind imposed by a Network or a regulator on First Data or Bank due to a data security compromise event (i) caused by Merchant or its third party service providers; or (ii) that otherwise takes place on Merchant or its third party service providers systems to the extent not caused by First Data or Bank.

- 7** Financial Information; Audit Merchant will promptly provide any financial or other information reasonably requested by First Data, Bank, or Company to perform credit risk, security, qualification, and other reviews related to the provision of the services, transactions submitted, fulfillment of obligations to Company, First Data, Bank, or Cardholders, or the financial condition of Merchant. Merchant authorizes Company and First Data to obtain information from third parties when performing credit risk, security, qualification, and other reviews. Company, First Data, Bank, or their designees may perform a reasonable audit of Company's records related to its performance under this Sub-Merchant Agreement with 30 days' advance written notice to Merchant, during Merchant's normal business hours, and at Company's, First Data's or Bank's expense, as applicable.
- 8** Notice of Material Change; Third Parties Merchant will provide Company and First Data with reasonable advance notice of any material change in the nature of Merchant's business (including any change in control or merger, any liquidation, any transfer or sale of substantially all of its assets, or any change to Merchant's operations that would materially affect the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to a Cardholder). Merchant will provide Company and First Data with written disclosure identifying the third parties, systems, and services Merchant uses to receive, transmit, process, or otherwise manage information or its information technology systems (e.g., without limitation, encryption or firewall providers) related to the transaction information or payment data processed in connection with this Sub-Merchant Agreement (these third parties must be registered providers with the Networks).
- 9** Exclusion of Damages Bank, First Data, and Company are not liable under any theory of tort, contract, strict liability, or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.
- 10** Limitation of Liability Bank, First Data, and Company, in the aggregate (inclusive of any and all claims made by Merchant, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this Sub-Merchant Agreement) and regardless of the form of action or legal theory shall not exceed the lesser of (i) \$100,000; or (ii) the amount of fees received by Company for services provided under this Sub-Merchant Agreement in the immediately preceding 12 months.
- 11** Indemnification Merchant will indemnify Company, First Data, and Bank (including their respective affiliates, directors, officers, managers, and employees) for losses, damages, costs, or expenses (together, Losses) due to third party claims that result from Merchant's or Merchant's third party service providers' gross negligence, willful misconduct, or breach of this Sub-Merchant Agreement. The indemnified party will promptly notify Merchant of any third party claim that is subject to indemnification under this Sub-Merchant Agreement. The indemnifying party will have the opportunity to defend these claims using counsel it selects and will have the authority to enter into a settlement for monetary damages provided that it pays such amounts to the indemnified party. The parties will cooperate with regard to any other conditions of settlement as well as in providing records and access to personnel or other information reasonably necessary to defend any indemnified claims.
- 12** Assignment Bank or First Data may each, in whole or in part, assign or transfer this Sub-Merchant Agreement or delegate or subcontract its respective rights, duties, or obligations under this Sub-Merchant Agreement without Merchant's or Company's consent. Merchant further acknowledges that another financial institution may be substituted for Bank with respect to Bank's obligation.

13 Confidentiality

- 13.1** Confidentiality. No party will disclose non-public information about another party's business (including

the terms of this Sub-Merchant Agreement, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters) (together, Confidential Information). Confidential Information does not include information that: (1) is or subsequently becomes publicly available (through no fault of the recipient); (2) the recipient lawfully possesses before its disclosure; (3) is independently developed without reliance on the discloser's Confidential Information; or (4) is received from a third party that is not obligated to keep it confidential. Each party will implement and maintain reasonable safeguards to protect the other party's Confidential Information.

- 13.2** Disclosure. The recipient may disclose another party's Confidential Information: (1) to its directors, officers, personnel, and representatives (including those of its subsidiaries, affiliates, subcontractors, or vendors) that need to know it in connection with the recipient's performance under this Sub-Merchant Agreement and that are bound by confidentiality obligations materially similar to those required under this Sub-Merchant Agreement; and (2) in response to a subpoena, court order, request from a regulator, or as required under applicable Laws or Network Rules.

14 Term; Termination

- 14.1** Term. This Sub-Merchant Agreement shall be in effect upon acceptance by all parties and shall remain effective for the term of the Agreement unless terminated earlier pursuant to the terms of this Sub-Merchant Agreement.
- 14.2** Termination. In addition to the termination rights in the Agreement, Bank and/or First Data may terminate this Sub-Merchant Agreement without advance notice for any other reason, without cause.

- 15** MATCH Reporting If this Sub-Merchant Agreement is terminated for cause, Merchant acknowledges that Bank or First Data may be required to report Merchant's business name and the names and other identification of Merchant's principals to the Networks. Merchant expressly agrees and consents to such reporting in the event Merchant is terminated as a result of Bank's, First Data's, or Company's termination for cause or for any reason specified by the Network(s) as cause. Furthermore, Merchant agrees to waive and hold Bank and First Data harmless from and against any and all claims which Merchant may have as a result of such reporting.

16 Arbitration

- 16.1** This arbitration provision will be broadly interpreted. If Merchant has a dispute with First Data or Bank that cannot be resolved informally, Merchant, Bank, or First Data may elect to arbitrate that dispute in accordance with the terms of this arbitration provision rather than litigate the dispute in court.
- 16.2** The parties agree that the following will not be subject to arbitration: (a) disputes relating to the scope, validity, or enforceability of this arbitration provision; (b) any claim filed by either party in which the amount in controversy is properly within the jurisdiction of a small claims court; and (c) any dispute related to the validity of any party's intellectual property rights.
- 16.3** If a party elects to resolve the dispute through arbitration pursuant to this arbitration provision, the party initiating the arbitration proceeding must open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-495-4185, www.adr.org.
- 16.4** Because the services provided to Merchant under this Sub-Merchant Agreement concern interstate commerce, the Federal Arbitration Act (FAA) will govern this arbitration provision, including the issue of whether the dispute is subject to arbitration. The Commercial Arbitration Rules of the American Arbitration Association (AAA) will govern any arbitration. If there is a conflict between this arbitration provision and the AAA Rules, this arbitration provision will govern. If the AAA will not administer a proceeding under this arbitration provision as written, it cannot serve as the arbitration organization to resolve the dispute. If this situation arises, the parties will agree on a substitute arbitration organization. If the parties are unable to agree, the parties will mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this arbitration provision as written. If there is a conflict between this arbitration provision and the rest of this Sub-Merchant Agreement, this arbitration provision will govern.
- 16.5** A single arbitrator will resolve the dispute. The arbitrator will honor claims of privilege recognized by applicable Law and will take reasonable steps to protect each party's information and other confidential or proprietary information. If the claim alleged in the dispute is for \$10,000 or less and the dispute is not excluded based on Section 16.2 above, Merchant may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. The arbitrator will make any award in

writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

- 16.6** If an award granted by the arbitrator exceeds \$50,000, either party can appeal that award to a three arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within 30 days from the date of entry of the written arbitration award. The arbitration organization will then notify the other party that the award has been appealed. The members of the three-arbitrator panel will be selected according to the AAA's Commercial Arbitration Rules. The three-arbitrator panel will issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel will be final and binding, except for any appellate right which exists under the FAA.
- 16.7** All parties to an arbitration must be individually named. There will be no right or authority for any claims to be arbitrated or litigated on a class action, joint, or consolidated basis or on a basis involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other clients, or persons.
- 16.8** The arbitrator may award injunctive or similar relief only in favor of the individually named party and only to the extent necessary to provide relief warranted by that individual party's claim. The arbitrator may not award injunctive relief applicable to any class or similarly situated individual or groups.
- 16.9** The arbitration will take place in Suffolk County, NY.
- 16.10** Bank or First Data will pay arbitration filing fees and arbitrator's costs and expenses of which Merchant provides notice to Bank or First Data prior to the commencement of the arbitration. Merchant is responsible for all additional costs that Merchant incurs in the arbitration, including fees for attorneys or expert witnesses. If the arbitration is resolved in Bank and First Data's favor, Merchant will reimburse Bank and First Data for the filing fees and costs paid to Merchant only up to the extent awardable in a judicial proceeding. If the arbitration is resolved in Merchant's favor, Merchant will not be required to reimburse Bank or First Data for any of the fees and costs paid by Bank or First Data. Notwithstanding anything to the contrary in this arbitration provision, Bank or First Data will pay all fees and costs that Bank or First Data are required by applicable Law to pay.
- 16.11** If Merchant does not wish to arbitrate disputes, Merchant must notify Bank and First Data in writing within 30 days of the date that Merchant first receives this Sub-Merchant Agreement by writing a notice including Merchant's name, address, and account number, as well as a clear statement that Merchant does not wish to resolve disputes through arbitration and sending that notice (a) by e-mail to arbitrationoptout@firstdata.com; (b) by fax to 402-916-2200; or (c) by mailing to "Arbitration Opt Out Notice, 3975 N.W. 120th Ave, Coral Springs, FL 33065 (These Fax Numbers and Addresses are only for submitting the notice described in this Section). Merchant's decision to opt out of arbitration will have no adverse effect on Merchant's relationship with Bank, First Data, or the services provided under this Sub-Merchant Agreement.
- 16.12** If a court of competent jurisdiction finds any part of Section 16.7 to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the dispute will be decided by a court. If any other clause in this arbitration provision is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect.
- 16.13** Merchant, First Data, and Bank have each agreed to waive the right to trial by jury.

- 17** Choice of Law The parties acknowledge and agree that all disputes and this Sub-Merchant Agreement will be governed by, and construed in accordance with, New York law (exclusive of any conflicts and choice of law rules set forth therein).

18 Notices

- 18.1** Notice to First Data will be sent to: First Data Merchant Services LLC, Attn: Executive Vice President – Operations, 5565 Glenridge Connector NE, Atlanta, Georgia 30342; with a copy to: First Data Merchant Services LLC, Attn: General Counsel's Office, 6855 Pacific Street, AK-32, Omaha, NE 68106. Emailed notices to First Data will be sent to: legalpapers@firstdata.com.
- 18.2** Notice to Bank will be sent to: MetaBank, Attn: Vice President - Operations, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108; with a copy to: MetaBank, Attn: Legal, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108.

18.3 Notice to Company will be sent to: Path Point Merchant Services, 108 S. 700 East, American Fork, UT 84003. Emailed notices to Company will be sent to: legal@pathpointms.com.

18.4 Notice to Merchant will be sent to: Merchant's Business/Corporate Address on file with Company. Emailed notices to Merchant will be sent to the email address on file with Company.

19 Publicity No party will make any press release or other public disclosure concerning the terms and conditions of this Sub-Merchant Agreement without the prior written consent of the other party.

20 Entire Agreement; Waiver This Sub-Merchant Agreement constitutes the entire agreement between the parties with respect to the subject matter discussed in this Sub-Merchant Agreement and supersedes any previous agreements and understandings. Except as provided in this Sub-Merchant Agreement, this Sub-Merchant Agreement can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of this Sub-Merchant Agreement will not be deemed a waiver of any subsequent breach of the same or another term or condition.

21 With respect to each of First Data and Bank, performance of such party's obligations set forth in this Sub-Merchant Agreement constitutes such party's acceptance of the terms of this Sub-Merchant Agreement.



TOWN OF JACKSON

MERCHANT APPLICATION AND AGREEMENT

Card Acquiring Services Agreement

This Acquiring Services Agreement (this "**Agreement**") is entered into by and between Path Point Merchant Services, LLC ("**Company**") and [Customer] identified on the Order Form ("**Customer**"), together referred to as the "Parties" and each individually as a "Party."

WHEREAS, Company offers a program that enables its customers, including [Customer], to use the proprietary technology offered by Company and its affiliates (the "**Company Services**"), along with the card acquiring services (the "**Acquiring Services**") of its partners First Data Merchant Services LLC ("**First Data**") and Pathward, N.A. ("**Acquiring Bank**") to accept card payments from Customer's clients (each, a "**Payor**") for goods and services provided by [Customer], as well as certain banking and payments services (the "**Banking Services**") of its financial institution partner, Zions Bancorporation, National Association or such other financial institution partner identified by Company from time-to-time ("**Zions**") and together with First Data and Acquiring Bank, the "**Partners**") in connection with the same (the "**Company Program**"); and

WHEREAS, Customer desires to, and Company agrees to permit, Customer to participate in the Company Program subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "**Initial Term**") of this Agreement shall be thirty-six (36) months from the date on which this Agreement is executed by the Parties. This Agreement shall automatically renew for an additional thirty-six (36) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Company of the applicable Fees (defined below) and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Company a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Merchant Application, Exhibit A, Schedule 1 (collectively the "**Fees**"). Company reserves the right to change the Fees at any time so long as Customer is provided no less than thirty (30) days advance notice of a change. Customer authorizes Company to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit A Section 4, (the "**Customer Account**") on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any Fee that is due as described in Exhibit A. If there are insufficient funds in Customer Account to cover the Fees, Company will contact Customer for resolution. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer:

A. Customer shall be subject to "know your customer" and related due diligence requirements established by Company and Partners (the "**Onboarding Requirements**"). Customer must satisfy the Onboarding Requirements at all times during the Term in order to be eligible to use the Company Services or the Additional Services and shall provide to Company all information requested by Company or Partners for such purpose. Customer represents and warrants that any information that Customer provides to Company or that Company otherwise obtains pursuant to this Agreement for purposes of complying with the Onboarding Requirements is accurate and complete, and Customer will notify Company in connection with any changes to this information.

B. During the Term, Customer authorizes Company to act as payment facilitator with respect to the authorization, processing, and settlement of card transactions (each, a "**Transaction**") pursuant to the additional terms and conditions of the Sub-Merchant Agreement by and among Customer, the Company, FiServ, and Acquiring Bank included as Exhibit B (the "**Sub-Merchant Agreement**").

C. Acquiring Bank will remit card Transaction funds to a Zions-owned account established by Zions and Company for the benefit of all Program customers (the "**Program Account**"). Customer acknowledges as a part of the Program Account, Company and Zions participate in a sweep program (the "**Sweep Program**") through which Zions acts as Customer's agent to automatically deposit or "sweep" all Customer funds from the Program Account into sweep program bank partners, up to applicable Sweep Program limits. Funds held in such Sweep Program may generate fees or interest. Customer assigns any of its right, title or interest in such fees or interest to Company and Zions as consideration

for the provision of the Company Services pursuant to this Agreement, in addition to the Fees as described herein. Upon Customer's withdrawal request, Zions will effect withdrawal of the relevant Transaction funds from the Program Account to the Customer Account. For avoidance of doubt, Customer hereby designates Zions as its agent for purposes of sweeping Customer funds from the Program Account to the Sweep Program, and otherwise participating in the Sweep Program as set forth herein.

4.0 Support Services: Company will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Company, from 8:00 am to 5:00 pm (PST or PDT) for Customer and Payors within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Company internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Company under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Customer Account Authorization: Customer hereby authorizes Company, or its designees, to initiate Debit and/or Credit Entries to the Customer Account in accordance with this Agreement. Company's authority will remain in full force and effect until either (a) 365 days after Company has received written notification from Customer of the termination of this Agreement to provide Company reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Company that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Reports: Company will provide a detailed report of all funds transfers collected for the Customer's account. All reporting will be via the Internet.

8.0 Representations and Warranties Regarding Payors: Customer warrants that it will provide Company with relevant billing information for Payors. Customer agrees to indemnify and hold Company harmless from any claim or liability relating to any inaccuracy in billing information provided to Company. Customer further represents and warrants with respect to all Transactions processed for Customer by Company that: (a) each Payor has authorized the Transaction, (b) each Transaction is for an amount agreed to by the Payor, (c) each Transaction is in accordance with the Rules and Regulations and properly authorized in all other respects, (d) Payors are U.S. persons and are not the target of economic or financial sanctions imposed by any government authority. Customer agrees to defend, indemnify, and hold Company and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Company as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Transactions immediately upon receiving actual or constructive notice of the termination or revocation by the Payor of authority. Customer must provide Company immediate notice if Client detects illegal, fraudulent, deceptive or suspicious activity associated with a Payor.

9.0 Regulatory Compliance: Customer acknowledges that Company is a technology provider and not a bank or financial institution, and – as such – the holding and movement of Customer funds as necessary for the Company Services are undertaken solely by Acquiring Bank or Zions. Company is not an FDIC-insured institution. FDIC insurance protects only against the failure of insured depository institutions and not the failure of nonbanks like Company and its affiliates.

10.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer will not use the Company Services, nor permit such services to be used by Payors (i) to facilitate Transactions that are inconsistent with the limitations on the amount, velocity, or other limitations as may be established by Company or Partners from time to time; (ii) to facilitate Transactions that are inconsistent with “**Your Payments Acceptance Guide**” as provided during onboarding and available at this URL: (<https://www.gopathpoint.com/Terms/AcceptanceGuide.pdf>); or (iii) in any manner that gives rise to fraud or violates, or that causes Company or Partners to violate, the Rules and Regulations. For avoidance of doubt, all Banking Services, including the holding and transfer of funds in connection with the Program, are performed solely by ODFI; the functions performed by Company in support of the Program are limited to providing technology and related to enable Customer to access the Program, including the Banking Services.

11.0 Termination: This Agreement may be terminated by either party with at least 60 days written notice prior to the end of the initial 3-year term or renewal term specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Company, Company shall be paid for all services performed up to the date of termination. This Agreement shall automatically terminate upon termination of the Sub-Merchant Agreement by First Data or Acquiring Bank.

12.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

13.0 Independent Contractors: Both Customer and Company are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

14.0 No Warranty: Company makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Company shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Company has been advised of the possibility of such damages.

15.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

16.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other; provided, that no such consent shall be required in connection with an assignment by Company to an affiliate. The parties hereby agree that the Zions is a third-party beneficiary of this Agreement with respect to the Banking Services, and shall have the right to enforce this Agreement directly and independently against Customer.

17.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Accepted by:
Path Point Merchant Services, LLC

Accepted by:
Town of Jackson

Signature: _____

Signature: _____

Name (Print): Keith Kephart

Name (Print): _____

Title: Executive Vice President

Title: _____

Date: _____

Date: _____

1. BUSINESS INFORMATION					
Business Name: Jackson*ServiceFee			Corporate Legal Name: Town of Jackson		
Business Address: 150 East Pearl Ave			Billing Address (If Different Than Location Address): 150 East Pearl Ave		
City: Jackson	State: WY	Zip: 83001	City: Jackson	State: WY	Zip: 83001
Location Phone: 3077333932		Location Fax:		Contact Name: Kelly Thompson	
Business Email Address: utilitybilling@jacksonwy.gov			Contact Email Address: utilitybilling@jacksonwy.gov		
Business Website Address: https://www.jacksonwy.gov/			Contact Phone Number: 3077333932		
Customer Service Phone: 3077333932		Customer Service Email Address: utilitybilling@jacksonwy.gov		MCC/SIC Government Services	
☐ Individual / Sole Proprietorship: State: _____ ☐ Corporation – Chapter _ S _ C State: _____ ☐ Tax Exempt Organization (501C) – State: _____ ☒ Government (federal, State, Local) ☐ Limited Liability Company (LLC) – State: _____ ☐ Partnership – State: _____ ☐ Medical or Legal Corporation – State: _____			Date Business Started: 01/01/1933		
			Federal Tax ID: 		
			Name as it appears on your income tax return: Town of Jackson		
			Detail explanation of Type of Merchandise, Products or Services Sold: GS Service Fee Account		
Note: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)					
2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION – ALL MERCHANTS					
1. Zone: Business Direct Industrial Residential 2. Location: ☐ Mail ☐ Office ☐ Home ☐ Shopping Area ☐ Isolated ☐ Flea Market ☐ Apartment ☐ Door to Door ☐ Other 3. How many employees: _____ 4. How many registers / Terminals: _____ 5. Is proper license visible? ☐ Yes ☐ No 6. Where is the merchant name displayed on the site? ☐ Window ☐ Door ☐ Store Front 7. Merchant Occupies: ☐ Ground Floor ☐ Other: _____ 8. # Of Floors: ☐ 1 ☐ 2-4 ☐ 5-10 ☐ 11+ 9. Remaining Floors Occupied by: ☐ Residential ☐ Commercial ☐ Combination ☐ None 10. Approximate Square Footage: ☐ 0-250 ☐ 251-500 ☐ 501-2,000 ☐ 2,001 + 11. Are customers required to leave a deposit? ☐ No ☐ Yes If Yes, % of deposit required: _____% 12. Return Policy: ☐ Full Refund ☐ Exchange Only ☐ None			13. Do you have a refund policy for MC / Visa / Discover / AMEX ☐ Yes ☐ No (If Yes, check one) ☐ Exchange ☐ MC / Visa / Discover / AMEX – Credit ☐ Store Credit If MC/V/DI/AMEX Credit within how many days do you submit credit transactions? ☐ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14 14. Advertising Method (Attach at least one.) ☐ Catalog ☐ Brochure ☐ Direct Mail ☐ Newspaper / Journals ☐ Internet ☐ Phone ☐ TV / Radio ☐ Other <i>Marketing materials required for Mail Order, B to B, Internet over \$1 Million in annual revenue. Attach Web Page for Internet Merchant.</i>		
			Processing Method Information 1. What is the time frame from transaction to delivery? 0-7 days _____% + 8-14 days _____% + 15-30 days _____% + over 30 days _____% = 100% 2. MC / Visa / Discover/ AMEX sales are deposited (Check one): ☐ Date of order ☐ Date of delivery ☐ Other: _____ 3. Does any of your cardholder billing involve automatic renewals or recurring transactions (I.e. cardholder authorizes initial sale only)? ☐ Yes ☐ No		

3. OWNERS / PARTNERS / OFFICERS									
OWNER / PARTNER / OFFICER 1					OWNER / PARTNER / OFFICER 2				
Name: (First, M, Last) Ame Jorgenson					Name: (First, M, Last)				
Title: Other			% Ownership 0.00		Title:			% Ownership	
Home Address: (No P.O. Box) 150 East Pearl Ave					Home Address: (No P.O. Box)				
City: Jackson		State: WY	Zip: 83001	Country: USA	City:		State:	Zip:	Country: USA
Telephone #: 3077333932					Telephone #:				
D.O.B.: **/**/1980		SSN:			D.O.B.:		SSN:		
4. SETTLEMENT INFORMATION									
Deposit Bank #1: BANK OF JACKSON HOLE ADO NBH BANK					Debit Bank #2:				
Transit / ABA #: XXXXXXXXXX		DDA #: XXXXXXXXXX			Transit / ABA #:		DDA #:		
5. TRANSACTION INFORMATION									
FINANCIAL DATA					WHERE IS SALE TRANSACTED? (Must = 100%)				
Highest Ticket Amount: \$ 1,000.00 Monthly V/MC/Disc Volume: \$ 20,000.00 Avg. MC/Visa/Discover Network - \$ 50.00 Average YEARLY MC/Visa Volume \$ 240,000.00 Average YEARLY Discover Volume: \$ 5,000.00 Average YEARLY American Express OptBlue® Volume \$ 5,000.00 Seasonal? ☐ No ☐ Yes High Volume Months Open: _____									
					Store Front/Swiped 0 %				
					Internet 100 %				
					Mail Order 0 %				
					Telephone Order 0 %				
					Total 100 %				
6. LEGAL INFORMATION									
Client certifies that all information set forth in this completed Sub-Merchant Processing Application is true and correct and that Client has received a copy of the Your Processing Guide and Confirmation Page, which is part of this Sub-Merchant Processing Application (consisting of Sections 1-6), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates, and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and/or agents from time to time. If your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section By signing below, each of the undersigned authorizes us, our Affiliates and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and/or agents. Each of the undersigned authorizes us, our Affiliates and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application. As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or auto mated electronic computer security screening, by us or our third party vendors. Client authorizes Path Point Merchant Services, FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hard ware, software and shipping. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the unlawful Internet Gambling Enforcement Act, 31 u.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Sub-Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by Path Point Merchant Services, FDMS and Bank.									

7. SIGNATURE PAGE

Legal Name must be the same as on the Merchant Application (Legal Information)

Jackson*ServiceFee

Legal Name of Business

Authorized Representative Signature: Must appear on Merchant Application

X _____

Signature

Print Name

Date:

By signing above, the Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on each page of this Schedule A have been reviewed, accepted and constitute a part of this Schedule A.

Path Point Merchant Services LLC

Print Name

Title

X _____

Signature

Date

Personal Guarantee: In exchange for Path Point Merchant Services LLC, FDMS, Bank, acceptance of the Agreement, the undersigned (Guarantor): (A) Unconditionally and irrevocably guarantee the full performance of Client's obligations (i) as they now exist or as modified under the foregoing agreements. (ii) without actual notice of changes, and (iii) during and after the term of the agreements; (B) Waives notice of default; (C) Shall indemnify the Guaranteed Parties for any and all amounts due from Client; (D) Warrants knowledge that Guaranteed Parties are acting in full reliance on the same, this Personal Guarantee of payment not of collection; (E) Acknowledges that (i) the Guaranteed Parties may proceed in law directly against Guarantor not Client. (ii) this is a continuing personal guarantee and shall not be discharged or affected for any reason.

X _____

Signature (as an individual)

SCHEDULE 1



Pricing Overview to Merchant Agreement

Merchant: Jackson*ServiceFee

1. Transaction Processing Fees

Payment Brand Interchange: Visa, MasterCard and Discover assess an Interchange Rate, Assessment Fee & Network Fee on each transaction. These rates and fees will be passed through at cost.

Payment Brand Interchange & any incremental Discount %

Visa, MasterCard & Discover Interchange Rates	As set by each payment brand
Billing Frequency	Monthly

Pin Debit and/or EBT Network Fees	All Standard PIN Debit Network Fees will be assessed
--	--

JCB (Japanese Credit Bureau)	3.20% (Must Request this Payment Method)
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Transaction Fees		Authorization Fees	Credit	Debit
Visa, MC, Discover Transaction Fee	\$0.00	Visa, MasterCard, Discover, Discount Rate	0.45%	0.45%
AMEX Transaction Fee	\$0.00	Amex Discount Rate	0.55%	
Return Fee	\$0.15	Authorization Fee	\$0.30	\$0.30
Batch Header Fee	\$0.00	AVS Authorization Fee	\$0.00	
Pin Debit Transaction Fee	\$0.00			

2. One Time Periodic Fees

One-Time Fees		Monthly Fees	
Setup Fee	\$0.00	Monthly Service Fee	\$7.00
Terminal Reprogram Fee	\$0.00	Visa Fixed Acquirer Network Fee*	Varies
		Monthly Minimum Fee	\$0.00
Annual Fees			
Annual Fee	\$0.00		
MC Merchant Location Fees 4	\$1.25		

1- Customer must have sufficient funds in its bank account to have these fees electronically debited. These fees will be electronically debited from your bank account at the time of setup.

2- Monthly service and minimum fees will be debited for the first time in the month after your account has been setup. These fees will be debited regardless of whether you are processing transactions through your account.

3- Visa Fixed Acquirer Network Fee is a monthly Fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax ID's and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

4- MasterCard merchant location Fee of \$1.25 will be applicable for each month with \$200.00 or more in MasterCard volume . This fee will be assessed quarterly based on the previous 3 months activity.

5- PPMS will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1. 3A, & 4) is less than \$25.00. If your processing fees do not reach \$25.00, we will charge the difference. For example, if your processing fees total \$17.00 we will charge an additional \$8.00 to meet the \$25.00 minimum.

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time your account incurs one of the items below.

Chargeback Fee	\$15.00	Charged when a cardholder or card issuing bank formally protests a charge.
Chargeback Inquiry Fee	\$5.00	Charged when an Issuing Bank or Acquiring Bank submits a documentation request for a Chargeback Inquiry
Batch Settlement Fee	\$0.00	Charged for each batch of transaction(s) submitted for settlement.
ACH return Fee	\$25.00	Charged when Bank is unable to debit fees from your account.

3B. Per Request Fees: Charged every time you request one of the following items.

Statement Fee (email)	Waived	No charge for statements that are available via online portal.
Statement Fee (Mail)	Waived	Charged each month PPMS mails a statement.
Supplies	By order	Charges for supply orders vary based on the items ordered.
Equipment Swap Fee	By order	Charged when you swap equipment. Fees for swapping equipment vary.

4. Payment Brand Fees - Per Incidence

These fees are billed by MasterCard, Visa and Discover and passed through to your account.

MC Acquiring License Fee *	Pass-Thru	Charged on MC Gross Sales volume. See additional information under Payment Brand Charges in Section 5.
MC Digital Enablement / Card Not Present Fee	Pass-Thru	Charged on MC Card Not Present Gross Sales Volume.
DI/JCB Network Authorization Fee	Pass-Thru	Charged by Discover on all authorizations for card transactions that are settled through Discover Network.
MC Auth Access Fee - AVS Card Present	Pass-Thru	Charged by MC when a merchant uses the Address Verification Service to validate a cardholder address.
MC Auth Access Fee - AVS Card Not Present	Pass-Thru	
MC Auth Access Fee	Pass-Thru	Charged by MC when an authorization is reversed or the authorization is provided by MC if the card issuer is not available.
MC Card Validation Code 2 Fee	Pass-Thru	Charged by MC when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request.
MC Secure Code Transaction Fee	Pass-Thru	Charged on MC SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-Regional)	Pass-Thru	Charged by MC or Visa when a merchant uses this service to do an inquiry that a card number is valid.
MC Account Status Fee (Inter-Regional)	Pass-Thru	
Visa Zero \$ Account Verification Fee	Pass-Thru	
MC Processing Integrity Fee	Pass-Thru	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner.
Pre authorization	Pass-Thru	
Final authorization*	Pass-Thru	* the minimum fee amount for a Final authorization is \$0.04
Visa Misuse of Authorization Fee	Pass-Thru	
Visa Zero Floor Limit Fee	Pass-Thru	Charged when a transaction is deposited but never authorized.
Visa Transaction Integrity Fee - Credit	Pass-Thru	Charged on Visa transactions that do NOT meet the qualification standards for US Custom Payment Service (CPS) categories.
Visa Transaction Integrity Fee - Debit/Prepaid	Pass-Thru	
MC Ineligible Chargeback Blocking Fee	Pass-Thru	Charged when fraud related Chargeback is blocked by MC.
MC Cross Border Assessment Fee	Pass-Thru	Charged by MC, Visa and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	Pass-Thru	
Discover/JCB International Services Fee	Pass-Thru	
MC International Support Fee	Pass-Thru	Additional fee charged by MC, Visa and Discover on foreign bank issued cards.
Visa International Acquiring Fee	Pass-Thru	
Discover / JCB / International Processing Fee	Pass-Thru	

Customer Initials _____

By initialing the page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A.
(Please initial here for page 2 and sign section 7 on page 3)

EXHIBIT B Sub-Merchant Agreement

This Sub-Merchant Agreement (Sub-Merchant Agreement) is among [Town of Jackson]
(Merchant), First Data Merchant Services LLC (First Data), PSA Meta Bank (Bank), and Path Point Merchant Services (Company).

1. Services and Roles

- 1.1. Services. Merchant and Company entered into a [Company Merchant Agreement] (Agreement) that allows Company to act as a payment facilitator for authorization, processing, and settlement services (Acquiring Services).
- 1.2. Company. Company will facilitate the provision of the Acquiring Services outlined in the Agreement, including, supporting chargebacks, reporting, status changes, and questions about the Acquiring Services.
- 1.3. First Data. First Data and/or Company, through a separate agreement between First Data and Company, will provide the Acquiring Services to Merchant.
- 1.4. Bank. Bank is the member of Visa and MasterCard Networks that sponsors Company, First Data, and Merchant's acceptance of Visa and MasterCard transactions. Bank will also facilitate a portion of the debit transactions as set forth in the Agreement. As between Bank and First Data and Bank and Company, only Bank is approved to extend acceptance of Visa and MasterCard transactions directly to Company and/or Sub-Merchant. Bank is responsible for providing Company (as allowed by the Network Rules) or Merchant with settlement funds for Visa and MasterCard transactions. The Acquiring Services that Merchant receives from any Network other than Visa, MasterCard, and certain debit Networks are provided by Company and/or First Data and not by Bank.

2. Additional Terms and Conditions

- 2.1. By entering into this Sub-Merchant Agreement, Merchant agrees to comply with Network Rules, Your Payments Acceptance Guide, and applicable Laws.
 - 2.1.1. Network Rules are the rules, as amended from time to time by the Networks, that govern all Card processing.
 - 2.1.2. Your Payments Acceptance Guide is a summary of the Network Rules provided by First Data for Company and Sub-Merchant.
 - 2.1.3. Laws are all laws, rules, and regulations that are applicable to the parties' respective performance obligations under this Sub-Merchant Agreement.
- 2.2 Merchant represents and warrants to First Data, Bank, and Company that the receipt and handling of funds in settlement of transactions processed under the Agreement is solely in payment for Merchant's provision of bona fide goods and/or services to Merchant's customers (each, Payor). To the extent that Merchant's settlement funds are sent to Company and then by Company to Merchant, Merchant hereby designates Company, and Company hereby agrees to serve, as Merchant's limited agent for the sole purpose of receiving such payments on Merchant's behalf from Merchant's Payors. Merchant agrees that upon Company receiving payment from a Payor: (a) Merchant shall be deemed to have received payment from such Payor; (b) such Payor's obligation to Merchant in connection with such payment shall be satisfied in full; (c) any claim Merchant has for such payment against such Payor shall be extinguished; and (d) Merchant is obligated to deliver the applicable goods and/or services to the Payor, in each case regardless of whether or when Company remits such payment to Merchant. Company will remit to Merchant in accordance with the Agreement, or apply as an offset to any obligation Merchant may have to Company, any such payments Company receives on Merchant's behalf. Merchant shall identify to its Payors that Company is acting as Merchant's agent for purposes of receiving payment on Merchant's behalf. Any receipt provided to the Payor shall be binding on Merchant and shall satisfy all applicable regulatory requirements. This Section states the entirety of Company's duties as Merchant's agent for receipt of payment, and no other duties shall be implied by Company's undertaking to act in that capacity.

2.3 Additional Terms.

- 2.3.1 Card means a card, code, device, or other means allowing access to a credit, debit, prepaid, stored value, or similar account.

2.3.2 Cardholder means the individual who was issued a Card.

2.3.3 Settlement Account means a settlement account in which First Data, Bank, or Company will settle the transaction funds.

3 Settlement; Chargebacks

3.1 Upon First Data's receipt of the transaction data for transactions, First Data will process the transaction data to facilitate the funds transfer from the various Networks for Card sales. After First Data receives credit for such transaction data, subject to each party's other rights under this Sub-Merchant Agreement, First Data, Bank, or Company (either itself or through a licensed money transmitter) will provide provisional credit to Merchant's Settlement Account. Merchant agrees that it will not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the Cardholder disputes charges for merchandise or services before receiving them, a chargeback may result.

3.2 Merchant is solely responsible to pay the amount of any chargebacks resulting from transactions submitted by Merchant under this Agreement. Chargebacks can occur for a number of reasons. The following are some of the most common reasons for chargebacks: (1) a refund is not issued to Payor upon the return or non-delivery of goods or services; (2) an authorization/approval code was required and not obtained; (3) the transaction was allegedly fraudulent; (4) Payor disputes the Card sale or the signature on the sale documentation or claims that the sale is subject to a set-off, defense, or counterclaim; or (5) Payor refuses to make payment for a Card sale because, in Payor's good faith opinion, a claim or complaint has not been resolved or has been resolved but in an unsatisfactory manner.

4 Fees Pursuant to [Schedule 1], Merchant agrees to pay Company the fees associated with the provision of the services under this Sub-Merchant Agreement.

5 Reserve

5.1 In addition to any holdback and/or reserve rights that Company may have in the Agreement, Bank or First Data may require Merchant to fund a cash reserve (Reserve) in an amount that reflects Bank's or First Data's assessment of risk, as each may determine in its discretion from time-to-time. The Reserve is a payment obligation of Bank and First Data, established by holding back transaction proceeds or debiting the Merchant Settlement Account in order to potentially offset any obligations that Merchant may have to Bank or First Data. The Reserve is not a segregated fund that Merchant may claim to own. Bank and First Data are obligated to pay to Merchant any amounts remaining from the Reserve after all other current and contingent liabilities or obligations related to Merchant's payment transactions have expired (as provided for under the Network Rules).

5.2 The obligations due to Merchant from the Reserve will not accrue interest unless required by applicable Laws.

5.3 Bank or First Data will notify Merchant if a Reserve is established (including its amount) or if the amount of the Reserve is modified.

5.4 Bank or First Data may set off from the Reserve any obligations that Merchant owes to Bank or First Data from the Reserve.

5.5 Although Merchant acknowledges that the Reserve is a general obligation of Bank and First Data, and not a specifically identifiable fund, if any person claims that the Reserve is an asset of Merchant that is held by Bank or First Data, Merchant grants and acknowledges that Bank and First Data have a security interest in the Reserve and, at Bank's or First Data's request, will provide documentation to reflect this security interest.

5.6 Set-off. All funds that Bank or First Data owe to Merchant under this Sub-Merchant Agreement are subject to Merchant's payment obligations under this Sub-Merchant Agreement. Bank or First Data may set off amounts Merchant owes to either or both of Bank or First Data against any funds that either or both of Bank or First Data owe to Merchant.

6 Data Security: Data Security Merchant represents that it does not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and will not request access to such Card information from First Data or Bank. In the event that Merchant receives such Card information in connection with the services provided under this Sub-Merchant Agreement, Merchant agrees not to use it for any fraudulent purpose or in violation of any Network Rules, including but not limited to Payment Card Industry Data Security Standards (PCI DSS) or applicable Law. If at any time Merchant has reason to believe Card information has been compromised,

Merchant will notify First Data and Bank promptly and assist in providing notification to the proper parties. Merchant will ensure its compliance and the compliance of any third party service provider utilized by Merchant with all security standards and guidelines that are applicable to Merchant or such third party service provider and published from time to time by Visa, MasterCard, or any other Network, including without limitation, the Visa U.S.A. Cardholder Information Security Program (CISP), the MasterCard Site Data Protection (SDP), and (where applicable) the PCI Security Standards Council, Visa, and MasterCard PA-DSS (Payment Application Data Security Standards) (collectively, the Security Guidelines). If any Network requires an audit of Merchant due to a data security compromise event or suspected event, Merchant will cooperate with such audit. Merchant may not use any Card information other than for the sole purpose of completing the transaction authorized by the Payor for which the information was provided or as specifically allowed by Network Rules, Your Card Acceptance Guide, or required by applicable Laws. Merchant will reimburse First Data and/or Bank for all fines, fees, penalties, assessments, or other obligations of any kind imposed by a Network or a regulator on First Data or Bank due to a data security compromise event (i) caused by Merchant or its third party service providers; or (ii) that otherwise takes place on Merchant or its third party service providers systems to the extent not caused by First Data or Bank.

- 7** Financial Information; Audit Merchant will promptly provide any financial or other information reasonably requested by First Data, Bank, or Company to perform credit risk, security, qualification, and other reviews related to the provision of the services, transactions submitted, fulfillment of obligations to Company, First Data, Bank, or Cardholders, or the financial condition of Merchant. Merchant authorizes Company and First Data to obtain information from third parties when performing credit risk, security, qualification, and other reviews. Company, First Data, Bank, or their designees may perform a reasonable audit of Company's records related to its performance under this Sub-Merchant Agreement with 30 days' advance written notice to Merchant, during Merchant's normal business hours, and at Company's, First Data's or Bank's expense, as applicable.
- 8** Notice of Material Change; Third Parties Merchant will provide Company and First Data with reasonable advance notice of any material change in the nature of Merchant's business (including any change in control or merger, any liquidation, any transfer or sale of substantially all of its assets, or any change to Merchant's operations that would materially affect the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to a Cardholder). Merchant will provide Company and First Data with written disclosure identifying the third parties, systems, and services Merchant uses to receive, transmit, process, or otherwise manage information or its information technology systems (e.g., without limitation, encryption or firewall providers) related to the transaction information or payment data processed in connection with this Sub-Merchant Agreement (these third parties must be registered providers with the Networks).
- 9** Exclusion of Damages Bank, First Data, and Company are not liable under any theory of tort, contract, strict liability, or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.
- 10** Limitation of Liability Bank, First Data, and Company, in the aggregate (inclusive of any and all claims made by Merchant, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this Sub-Merchant Agreement) and regardless of the form of action or legal theory shall not exceed the lesser of (i) \$100,000; or (ii) the amount of fees received by Company for services provided under this Sub-Merchant Agreement in the immediately preceding 12 months.
- 11** Indemnification Merchant will indemnify Company, First Data, and Bank (including their respective affiliates, directors, officers, managers, and employees) for losses, damages, costs, or expenses (together, Losses) due to third party claims that result from Merchant's or Merchant's third party service providers' gross negligence, willful misconduct, or breach of this Sub-Merchant Agreement. The indemnified party will promptly notify Merchant of any third party claim that is subject to indemnification under this Sub-Merchant Agreement. The indemnifying party will have the opportunity to defend these claims using counsel it selects and will have the authority to enter into a settlement for monetary damages provided that it pays such amounts to the indemnified party. The parties will cooperate with regard to any other conditions of settlement as well as in providing records and access to personnel or other information reasonably necessary to defend any indemnified claims.
- 12** Assignment Bank or First Data may each, in whole or in part, assign or transfer this Sub-Merchant Agreement or delegate or subcontract its respective rights, duties, or obligations under this Sub-Merchant Agreement without Merchant's or Company's consent. Merchant further acknowledges that another financial institution may be substituted for Bank with respect to Bank's obligation.

13 Confidentiality

- 13.1** Confidentiality. No party will disclose non-public information about another party's business (including

the terms of this Sub-Merchant Agreement, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters) (together, Confidential Information). Confidential Information does not include information that: (1) is or subsequently becomes publicly available (through no fault of the recipient); (2) the recipient lawfully possesses before its disclosure; (3) is independently developed without reliance on the discloser's Confidential Information; or (4) is received from a third party that is not obligated to keep it confidential. Each party will implement and maintain reasonable safeguards to protect the other party's Confidential Information.

- 13.2** Disclosure. The recipient may disclose another party's Confidential Information: (1) to its directors, officers, personnel, and representatives (including those of its subsidiaries, affiliates, subcontractors, or vendors) that need to know it in connection with the recipient's performance under this Sub-Merchant Agreement and that are bound by confidentiality obligations materially similar to those required under this Sub-Merchant Agreement; and (2) in response to a subpoena, court order, request from a regulator, or as required under applicable Laws or Network Rules.

14 Term; Termination

- 14.1** Term. This Sub-Merchant Agreement shall be in effect upon acceptance by all parties and shall remain effective for the term of the Agreement unless terminated earlier pursuant to the terms of this Sub-Merchant Agreement.
- 14.2** Termination. In addition to the termination rights in the Agreement, Bank and/or First Data may terminate this Sub-Merchant Agreement without advance notice for any other reason, without cause.

- 15** MATCH Reporting If this Sub-Merchant Agreement is terminated for cause, Merchant acknowledges that Bank or First Data may be required to report Merchant's business name and the names and other identification of Merchant's principals to the Networks. Merchant expressly agrees and consents to such reporting in the event Merchant is terminated as a result of Bank's, First Data's, or Company's termination for cause or for any reason specified by the Network(s) as cause. Furthermore, Merchant agrees to waive and hold Bank and First Data harmless from and against any and all claims which Merchant may have as a result of such reporting.

16 Arbitration

- 16.1** This arbitration provision will be broadly interpreted. If Merchant has a dispute with First Data or Bank that cannot be resolved informally, Merchant, Bank, or First Data may elect to arbitrate that dispute in accordance with the terms of this arbitration provision rather than litigate the dispute in court.
- 16.2** The parties agree that the following will not be subject to arbitration: (a) disputes relating to the scope, validity, or enforceability of this arbitration provision; (b) any claim filed by either party in which the amount in controversy is properly within the jurisdiction of a small claims court; and (c) any dispute related to the validity of any party's intellectual property rights.
- 16.3** If a party elects to resolve the dispute through arbitration pursuant to this arbitration provision, the party initiating the arbitration proceeding must open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-495-4185, www.adr.org.
- 16.4** Because the services provided to Merchant under this Sub-Merchant Agreement concern interstate commerce, the Federal Arbitration Act (FAA) will govern this arbitration provision, including the issue of whether the dispute is subject to arbitration. The Commercial Arbitration Rules of the American Arbitration Association (AAA) will govern any arbitration. If there is a conflict between this arbitration provision and the AAA Rules, this arbitration provision will govern. If the AAA will not administer a proceeding under this arbitration provision as written, it cannot serve as the arbitration organization to resolve the dispute. If this situation arises, the parties will agree on a substitute arbitration organization. If the parties are unable to agree, the parties will mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this arbitration provision as written. If there is a conflict between this arbitration provision and the rest of this Sub-Merchant Agreement, this arbitration provision will govern.
- 16.5** A single arbitrator will resolve the dispute. The arbitrator will honor claims of privilege recognized by applicable Law and will take reasonable steps to protect each party's information and other confidential or proprietary information. If the claim alleged in the dispute is for \$10,000 or less and the dispute is not excluded based on Section 16.2 above, Merchant may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. The arbitrator will make any award in

writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

- 16.6** If an award granted by the arbitrator exceeds \$50,000, either party can appeal that award to a three arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within 30 days from the date of entry of the written arbitration award. The arbitration organization will then notify the other party that the award has been appealed. The members of the three-arbitrator panel will be selected according to the AAA's Commercial Arbitration Rules. The three-arbitrator panel will issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel will be final and binding, except for any appellate right which exists under the FAA.
- 16.7** All parties to an arbitration must be individually named. There will be no right or authority for any claims to be arbitrated or litigated on a class action, joint, or consolidated basis or on a basis involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other clients, or persons.
- 16.8** The arbitrator may award injunctive or similar relief only in favor of the individually named party and only to the extent necessary to provide relief warranted by that individual party's claim. The arbitrator may not award injunctive relief applicable to any class or similarly situated individual or groups.
- 16.9** The arbitration will take place in Suffolk County, NY.
- 16.10** Bank or First Data will pay arbitration filing fees and arbitrator's costs and expenses of which Merchant provides notice to Bank or First Data prior to the commencement of the arbitration. Merchant is responsible for all additional costs that Merchant incurs in the arbitration, including fees for attorneys or expert witnesses. If the arbitration is resolved in Bank and First Data's favor, Merchant will reimburse Bank and First Data for the filing fees and costs paid to Merchant only up to the extent awardable in a judicial proceeding. If the arbitration is resolved in Merchant's favor, Merchant will not be required to reimburse Bank or First Data for any of the fees and costs paid by Bank or First Data. Notwithstanding anything to the contrary in this arbitration provision, Bank or First Data will pay all fees and costs that Bank or First Data are required by applicable Law to pay.
- 16.11** If Merchant does not wish to arbitrate disputes, Merchant must notify Bank and First Data in writing within 30 days of the date that Merchant first receives this Sub-Merchant Agreement by writing a notice including Merchant's name, address, and account number, as well as a clear statement that Merchant does not wish to resolve disputes through arbitration and sending that notice (a) by e-mail to arbitrationoptout@firstdata.com; (b) by fax to 402-916-2200; or (c) by mailing to "Arbitration Opt Out Notice, 3975 N.W. 120th Ave, Coral Springs, FL 33065 (These Fax Numbers and Addresses are only for submitting the notice described in this Section). Merchant's decision to opt out of arbitration will have no adverse effect on Merchant's relationship with Bank, First Data, or the services provided under this Sub-Merchant Agreement.
- 16.12** If a court of competent jurisdiction finds any part of Section 16.7 to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the dispute will be decided by a court. If any other clause in this arbitration provision is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect.
- 16.13** Merchant, First Data, and Bank have each agreed to waive the right to trial by jury.

- 17** Choice of Law The parties acknowledge and agree that all disputes and this Sub-Merchant Agreement will be governed by, and construed in accordance with, New York law (exclusive of any conflicts and choice of law rules set forth therein).

18 Notices

- 18.1** Notice to First Data will be sent to: First Data Merchant Services LLC, Attn: Executive Vice President – Operations, 5565 Glenridge Connector NE, Atlanta, Georgia 30342; with a copy to: First Data Merchant Services LLC, Attn: General Counsel's Office, 6855 Pacific Street, AK-32, Omaha, NE 68106. Emailed notices to First Data will be sent to: legalpapers@firstdata.com.
- 18.2** Notice to Bank will be sent to: MetaBank, Attn: Vice President - Operations, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108; with a copy to: MetaBank, Attn: Legal, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108.

18.3 Notice to Company will be sent to: Path Point Merchant Services, 108 S. 700 East, American Fork, UT 84003. Emailed notices to Company will be sent to: legal@pathpointms.com.

18.4 Notice to Merchant will be sent to: Merchant's Business/Corporate Address on file with Company. Emailed notices to Merchant will be sent to the email address on file with Company.

19 Publicity No party will make any press release or other public disclosure concerning the terms and conditions of this Sub-Merchant Agreement without the prior written consent of the other party.

20 Entire Agreement; Waiver This Sub-Merchant Agreement constitutes the entire agreement between the parties with respect to the subject matter discussed in this Sub-Merchant Agreement and supersedes any previous agreements and understandings. Except as provided in this Sub-Merchant Agreement, this Sub-Merchant Agreement can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of this Sub-Merchant Agreement will not be deemed a waiver of any subsequent breach of the same or another term or condition.

21 With respect to each of First Data and Bank, performance of such party's obligations set forth in this Sub-Merchant Agreement constitutes such party's acceptance of the terms of this Sub-Merchant Agreement.



TOWN OF JACKSON

MERCHANT APPLICATION AND AGREEMENT

Card Acquiring Services Agreement

This Acquiring Services Agreement (this "**Agreement**") is entered into by and between Path Point Merchant Services, LLC ("**Company**") and [Customer] identified on the Order Form ("**Customer**"), together referred to as the "Parties" and each individually as a "Party."

WHEREAS, Company offers a program that enables its customers, including [Customer], to use the proprietary technology offered by Company and its affiliates (the "**Company Services**"), along with the card acquiring services (the "**Acquiring Services**") of its partners First Data Merchant Services LLC ("**First Data**") and Pathward, N.A. ("**Acquiring Bank**") to accept card payments from Customer's clients (each, a "**Payor**") for goods and services provided by [Customer], as well as certain banking and payments services (the "**Banking Services**") of its financial institution partner, Zions Bancorporation, National Association or such other financial institution partner identified by Company from time-to-time ("**Zions**") and together with First Data and Acquiring Bank, the "**Partners**") in connection with the same (the "**Company Program**"); and

WHEREAS, Customer desires to, and Company agrees to permit, Customer to participate in the Company Program subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "**Initial Term**") of this Agreement shall be thirty-six (36) months from the date on which this Agreement is executed by the Parties. This Agreement shall automatically renew for an additional thirty-six (36) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Company of the applicable Fees (defined below) and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Company a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Merchant Application, Exhibit A, Schedule 1 (collectively the "**Fees**"). Company reserves the right to change the Fees at any time so long as Customer is provided no less than thirty (30) days advance notice of a change. Customer authorizes Company to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit A Section 4, (the "**Customer Account**") on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any Fee that is due as described in Exhibit A. If there are insufficient funds in Customer Account to cover the Fees, Company will contact Customer for resolution. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer:

A. Customer shall be subject to "know your customer" and related due diligence requirements established by Company and Partners (the "**Onboarding Requirements**"). Customer must satisfy the Onboarding Requirements at all times during the Term in order to be eligible to use the Company Services or the Additional Services and shall provide to Company all information requested by Company or Partners for such purpose. Customer represents and warrants that any information that Customer provides to Company or that Company otherwise obtains pursuant to this Agreement for purposes of complying with the Onboarding Requirements is accurate and complete, and Customer will notify Company in connection with any changes to this information.

B. During the Term, Customer authorizes Company to act as payment facilitator with respect to the authorization, processing, and settlement of card transactions (each, a "**Transaction**") pursuant to the additional terms and conditions of the Sub-Merchant Agreement by and among Customer, the Company, FiServ, and Acquiring Bank included as Exhibit B (the "**Sub-Merchant Agreement**").

C. Acquiring Bank will remit card Transaction funds to a Zions-owned account established by Zions and Company for the benefit of all Program customers (the "**Program Account**"). Customer acknowledges as a part of the Program Account, Company and Zions participate in a sweep program (the "**Sweep Program**") through which Zions acts as Customer's agent to automatically deposit or "sweep" all Customer funds from the Program Account into sweep program bank partners, up to applicable Sweep Program limits. Funds held in such Sweep Program may generate fees or interest. Customer assigns any of its right, title or interest in such fees or interest to Company and Zions as consideration

for the provision of the Company Services pursuant to this Agreement, in addition to the Fees as described herein. Upon Customer's withdrawal request, Zions will effect withdrawal of the relevant Transaction funds from the Program Account to the Customer Account. For avoidance of doubt, Customer hereby designates Zions as its agent for purposes of sweeping Customer funds from the Program Account to the Sweep Program, and otherwise participating in the Sweep Program as set forth herein.

4.0 Support Services: Company will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Company, from 8:00 am to 5:00 pm (PST or PDT) for Customer and Payors within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Company internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Company under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Customer Account Authorization: Customer hereby authorizes Company, or its designees, to initiate Debit and/or Credit Entries to the Customer Account in accordance with this Agreement. Company's authority will remain in full force and effect until either (a) 365 days after Company has received written notification from Customer of the termination of this Agreement to provide Company reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Company that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Reports: Company will provide a detailed report of all funds transfers collected for the Customer's account. All reporting will be via the Internet.

8.0 Representations and Warranties Regarding Payors: Customer warrants that it will provide Company with relevant billing information for Payors. Customer agrees to indemnify and hold Company harmless from any claim or liability relating to any inaccuracy in billing information provided to Company. Customer further represents and warrants with respect to all Transactions processed for Customer by Company that: (a) each Payor has authorized the Transaction, (b) each Transaction is for an amount agreed to by the Payor, (c) each Transaction is in accordance with the Rules and Regulations and properly authorized in all other respects, (d) Payors are U.S. persons and are not the target of economic or financial sanctions imposed by any government authority. Customer agrees to defend, indemnify, and hold Company and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Company as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Transactions immediately upon receiving actual or constructive notice of the termination or revocation by the Payor of authority. Customer must provide Company immediate notice if Client detects illegal, fraudulent, deceptive or suspicious activity associated with a Payor.

9.0 Regulatory Compliance: Customer acknowledges that Company is a technology provider and not a bank or financial institution, and – as such – the holding and movement of Customer funds as necessary for the Company Services are undertaken solely by Acquiring Bank or Zions. Company is not an FDIC-insured institution. FDIC insurance protects only against the failure of insured depository institutions and not the failure of nonbanks like Company and its affiliates.

10.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer will not use the Company Services, nor permit such services to be used by Payors (i) to facilitate Transactions that are inconsistent with the limitations on the amount, velocity, or other limitations as may be established by Company or Partners from time to time; (ii) to facilitate Transactions that are inconsistent with “**Your Payments Acceptance Guide**” as provided during onboarding and available at this URL: (<https://www.gopathpoint.com/Terms/AcceptanceGuide.pdf>); or (iii) in any manner that gives rise to fraud or violates, or that causes Company or Partners to violate, the Rules and Regulations. For avoidance of doubt, all Banking Services, including the holding and transfer of funds in connection with the Program, are performed solely by ODFI; the functions performed by Company in support of the Program are limited to providing technology and related to enable Customer to access the Program, including the Banking Services.

11.0 Termination: This Agreement may be terminated by either party with at least 60 days written notice prior to the end of the initial 3-year term or renewal term specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Company, Company shall be paid for all services performed up to the date of termination. This Agreement shall automatically terminate upon termination of the Sub-Merchant Agreement by First Data or Acquiring Bank.

12.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

13.0 Independent Contractors: Both Customer and Company are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

14.0 No Warranty: Company makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Company shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Company has been advised of the possibility of such damages.

15.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

16.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other; provided, that no such consent shall be required in connection with an assignment by Company to an affiliate. The parties hereby agree that the Zions is a third-party beneficiary of this Agreement with respect to the Banking Services, and shall have the right to enforce this Agreement directly and independently against Customer.

17.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Accepted by:
Path Point Merchant Services, LLC

Accepted by:
Town of Jackson

Signature: _____

Signature: _____

Name (Print): Keith Kephart

Name (Print): _____

Title: Executive Vice President

Title: _____

Date: _____

Date: _____

1. BUSINESS INFORMATION					
Business Name: Jackson Utility			Corporate Legal Name: Town of Jackson		
Business Address: 150 East Pearl Ave			Billing Address (If Different Than Location Address): 150 East Pearl Ave		
City: Jackson	State: WY	Zip: 83001	City: Jackson	State: WY	Zip: 83001
Location Phone: 3077333932		Location Fax:		Contact Name: Kelly Thompson	
Business Email Address: utilitybilling@jacksonwy.gov			Contact Email Address: utilitybilling@jacksonwy.gov		
Business Website Address: https://www.jacksonwy.gov/			Contact Phone Number: 3077333932		
Customer Service Phone: 3077333932		Customer Service Email Address: utilitybilling@jacksonwy.gov		MCC/SIC Electric, Gas, Water, and Sanitary	
☐ Individual / Sole Proprietorship: State: _____ ☐ Corporation – Chapter _____ S _____ C State: _____ ☐ Tax Exempt Organization (501C) – State: _____ ☒ Government (federal, State, Local) ☐ Limited Liability Company (LLC) – State: _____ ☐ Partnership – State: _____ ☐ Medical or Legal Corporation – State: _____			Date Business Started: 01/01/1933		
			Federal Tax ID: 		
			Name as it appears on your income tax return: Town of Jackson		
			Detail explanation of Type of Merchandise, Products or Services Sold: Water & Sewer		
Note: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)					
2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION – ALL MERCHANTS					
1. Zone: Business Direct Industrial Residential 2. Location: ☐ Mail ☐ Office ☐ Home ☐ Shopping Area ☐ Isolated ☐ Flea Market ☐ Apartment ☐ Door to Door ☐ Other 3. How many employees: _____ 4. How many registers / Terminals: _____ 5. Is proper license visible? ☐ Yes ☐ No 6. Where is the merchant name displayed on the site? ☐ Window ☐ Door ☐ Store Front 7. Merchant Occupies: ☐ Ground Floor ☐ Other: _____ 8. # Of Floors: ☐ 1 ☐ 2-4 ☐ 5-10 ☐ 11+ 9. Remaining Floors Occupied by: ☐ Residential ☐ Commercial ☐ Combination ☐ None 10. Approximate Square Footage: ☐ 0-250 ☐ 251-500 ☐ 501-2,000 ☐ 2,001 + 11. Are customers required to leave a deposit? ☐ No ☐ Yes If Yes, % of deposit required: _____% 12. Return Policy: ☐ Full Refund ☐ Exchange Only ☐ None			13. Do you have a refund policy for MC / Visa / Discover / AMEX ☐ Yes ☐ No (If Yes, check one) ☐ Exchange ☐ MC / Visa / Discover / AMEX – Credit ☐ Store Credit If MC/V/DI/AMEX Credit within how many days do you submit credit transactions? ☐ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14 14. Advertising Method (Attach at least one.) ☐ Catalog ☐ Brochure ☐ Direct Mail ☐ Newspaper / Journals ☐ Internet ☐ Phone ☐ TV / Radio ☐ Other <i>Marketing materials required for Mail Order, B to B, Internet over \$1 Million in annual revenue. Attach Web Page for Internet Merchant.</i>		
			Processing Method Information 1. What is the time frame from transaction to delivery? 0-7 days _____% + 8-14 days _____% + 15-30 days _____% + over 30 days _____% = 100% 2. MC / Visa / Discover/ AMEX sales are deposited (Check one): ☐ Date of order ☐ Date of delivery ☐ Other: _____ 3. Does any of your cardholder billing involve automatic renewals or recurring transactions (I.e. cardholder authorizes initial sale only)? ☐ Yes ☐ No		

3. OWNERS / PARTNERS / OFFICERS

OWNER / PARTNER / OFFICER 1				OWNER / PARTNER / OFFICER 2			
Name: (First, M, Last) Ame Jorgenson				Name: (First, M, Last)			
Title: Other		% Ownership 0.00		Title:		% Ownership	
Home Address: (No P.O. Box) 150 East Pearl Ave				Home Address: (No P.O. Box)			
City: Jackson		State: WY	Zip: 83001	Country: USA	City:		State: Zip: Country: USA
Telephone #: 3077333932				Telephone #:			
D.O.B.: **/**/1980		SSN:		D.O.B.:		SSN:	

4. SETTLEMENT INFORMATION

Deposit Bank #1: BANK OF JACKSON HOLE ADO NBH BANK		Debit Bank #2:	
Transit / ABA #: [REDACTED]	DDA #: [REDACTED]	Transit / ABA #:	DDA #:

5. TRANSACTION INFORMATION

FINANCIAL DATA	WHERE IS SALE TRANSACTED? (Must = 100%)
Highest Ticket Amount: \$ 1,000.00	
Monthly V/MC/Disc Volume: \$ 104,071.00	
Avg. MC/Visa/Discover Network - \$ 100.00	
Average YEARLY MC/Visa Volume \$ 1,248,852.00	
Average YEARLY Discover Volume: \$ 10,000.00	
Average YEARLY American Express OptBlue® Volume \$ 10,000.00	
Seasonal? ☐ No ☐ Yes High Volume Months Open: _____	
	Store Front/Swiped 0 %
	Internet 100 %
	Mail Order 0 %
	Telephone Order 0 %
	Total 100 %

6. LEGAL INFORMATION

Client certifies that all information set forth in this completed Sub-Merchant Processing Application is true and correct and that Client has received a copy of the Your Processing Guide and Confirmation Page, which is part of this Sub-Merchant Processing Application (consisting of Sections 1-6), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates, and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and/or agents from time to time. If your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section.

By signing below, each of the undersigned authorizes us, our Affiliates and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and/or agents. Each of the undersigned authorizes us, our Affiliates and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or auto mated electronic computer security screening, by us or our third party vendors. Client authorizes Path Point Merchant Services, FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hard ware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the unlawful Internet Gambling Enforcement Act, 31 u.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Sub-Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by Path Point Merchant Services, FDMS and Bank.

7. SIGNATURE PAGE

Legal Name must be the same as on the Merchant Application (Legal Information)

Jackson Utility

Legal Name of Business

Authorized Representative Signature: Must appear on Merchant Application

X _____

Signature

Print Name

Date:

By signing above, the Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on each page of this Schedule A have been reviewed, accepted and constitute a part of this Schedule A.

Path Point Merchant Services LLC

Print Name

Title

X _____

Signature

Date

Personal Guarantee: In exchange for Path Point Merchant Services LLC, FDMS, Bank, acceptance of the Agreement, the undersigned (Guarantor): (A) Unconditionally and irrevocably guarantee the full payr performance of Client's obligations (i) as they now exist or as modified under the foregoing agreements. (without actual notice of changes, and (iii) during and after the term of the agreements; (B) Waives notice of M default: (C) Shall indemnify the Guaranteed Parties for any and all amounts due from Client: (D) Warre knowledge that Guaranteed Parties are acting in full reliance on the same, this Personal Guarantee of payn not of collection: (E) Acknowledges that (i) the Guaranteed Parties may proceed in law directly against Guar not Client. (ii) this is a continuing personal guarantee and shall not be discharged or affected for any reason

X _____

Signature (as an individual)

SCHEDULE 1



Pricing Overview to Merchant Agreement

Merchant: Jackson Utility

1. Transaction Processing Fees

Payment Brand Interchange: Visa, MasterCard and Discover assess an Interchange Rate, Assessment Fee & Network Fee on each transaction. These rates and fees will be passed through at cost.

Payment Brand Interchange & any incremental Discount %

Visa, MasterCard & Discover Interchange Rates	As set by each payment brand			
Billing Frequency	Monthly			
Pin Debit and/or EBT Network Fees	All Standard PIN Debit Network Fees will be assessed			
JCB (Japanese Credit Bureau)	3.20% (Must Request this Payment Method)			
Transaction Fees		Authorization Fees	Credit	Debit
Visa, MC, Discover Transaction Fee	\$0.00	Visa, MasterCard, Discover, Discount Rate	0.45%	0.45%
AMEX Transaction Fee	\$0.00	Amex Discount Rate	0.55%	
Return Fee	\$0.00	Authorization Fee	\$0.30	\$0.30
Batch Header Fee	\$0.00	AVS Authorization Fee	\$0.00	
Pin Debit Transaction Fee	\$0.00			

2. One Time Periodic Fees

<table> <tr> <th colspan="2">One-Time Fees</th></tr> <tr> <td>Setup Fee</td><td>\$0.00</td></tr> <tr> <td>Terminal Reprogram Fee</td><td>\$0.00</td></tr> </table>	One-Time Fees		Setup Fee	\$0.00	Terminal Reprogram Fee	\$0.00	<table> <tr> <th colspan="2">Monthly Fees</th></tr> <tr> <td>Monthly Service Fee</td><td>\$7.00</td></tr> <tr> <td>Visa Fixed Acquirer Network Fee*</td><td>Varies</td></tr> <tr> <td>Monthly Minimum Fee</td><td>\$0.00</td></tr> <tr> <td></td><td></td></tr> </table>	Monthly Fees		Monthly Service Fee	\$7.00	Visa Fixed Acquirer Network Fee*	Varies	Monthly Minimum Fee	\$0.00		
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Annual Fees																	
Annual Fee	\$0.00																
MC Merchant Location Fees 4	\$1.25																

1- Customer must have sufficient funds in its bank account to have these fees electronically debited. These fees will be electronically debited from your bank account at the time of setup.

2- Monthly service and minimum fees will be debited for the first time in the month after your account has been setup. These fees will be debited regardless of whether you are processing transactions through your account.

3- Visa Fixed Acquirer Network Fee is a monthly Fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax ID's and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

4- MasterCard merchant location Fee of \$1.25 will be applicable for each month with \$200.00 or more in MasterCard volume . This fee will be assessed quarterly based on the previous 3 months activity.

5- PPMS will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1. 3A, & 4) is less than \$25.00. If your processing fees do not reach \$25.00, we will charge the difference. For example, if your processing fees total \$17.00 we will charge an additional \$8.00 to meet the \$25.00 minimum.

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time your account incurs one of the items below.

Chargeback Fee	\$15.00	Charged when a cardholder or card issuing bank formally protests a charge.
Chargeback Inquiry Fee	\$5.00	Charged when an Issuing Bank or Acquiring Bank submits a documentation request for a Chargeback Inquiry
Batch Settlement Fee	\$0.00	Charged for each batch of transaction(s) submitted for settlement.
ACH return Fee	\$25.00	Charged when Bank is unable to debit fees from your account.

3B. Per Request Fees: Charged every time you request one of the following items.

Statement Fee (email)	Waived	No charge for statements that are available via online portal.
Statement Fee (Mail)	Waived	Charged each month PPMS mails a statement.
Supplies	By order	Charges for supply orders vary based on the items ordered.
Equipment Swap Fee	By order	Charged when you swap equipment. Fees for swapping equipment vary.

4. Payment Brand Fees - Per Incidence

These fees are billed by MasterCard, Visa and Discover and passed through to your account.

MC Acquiring License Fee *	Pass-Thru	Charged on MC Gross Sales volume. See additional information under Payment Brand Charges in Section 5.
MC Digital Enablement / Card Not Present Fee	Pass-Thru	Charged on MC Card Not Present Gross Sales Volume.
DI/JCB Network Authorization Fee	Pass-Thru	Charged by Discover on all authorizations for card transactions that are settled through Discover Network.
MC Auth Access Fee - AVS Card Present	Pass-Thru	Charged by MC when a merchant uses the Address Verification Service to validate a cardholder address.
MC Auth Access Fee - AVS Card Not Present	Pass-Thru	
MC Auth Access Fee	Pass-Thru	Charged by MC when an authorization is reversed or the authorization is provided by MC if the card issuer is not available.
MC Card Validation Code 2 Fee	Pass-Thru	Charged by MC when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request.
MC Secure Code Transaction Fee	Pass-Thru	Charged on MC SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-Regional)	Pass-Thru	Charged by MC or Visa when a merchant uses this service to do an inquiry that a card number is valid.
MC Account Status Fee (Inter-Regional)	Pass-Thru	
Visa Zero \$ Account Verification Fee	Pass-Thru	
MC Processing Integrity Fee	Pass-Thru	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner.
Pre authorization	Pass-Thru	
Final authorization*	Pass-Thru	* the minimum fee amount for a Final authorization is \$0.04
Visa Misuse of Authorization Fee	Pass-Thru	
Visa Zero Floor Limit Fee	Pass-Thru	Charged when a transaction is deposited but never authorized.
Visa Transaction Integrity Fee - Credit	Pass-Thru	Charged on Visa transactions that do NOT meet the qualification standards for US Custom Payment Service (CPS) categories.
Visa Transaction Integrity Fee - Debit/Prepaid	Pass-Thru	
MC Ineligible Chargeback Blocking Fee	Pass-Thru	Charged when fraud related Chargeback is blocked by MC.
MC Cross Border Assessment Fee	Pass-Thru	Charged by MC, Visa and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	Pass-Thru	
Discover/JCB International Services Fee	Pass-Thru	
MC International Support Fee	Pass-Thru	Additional fee charged by MC, Visa and Discover on foreign bank issued cards.
Visa International Acquiring Fee	Pass-Thru	
Discover / JCB / International Processing Fee	Pass-Thru	

Customer Initials _____

By initialing the page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A.
(Please initial here for page 2 and sign section 7 on page 3)

EXHIBIT B Sub-Merchant Agreement

This Sub-Merchant Agreement (Sub-Merchant Agreement) is among [Town of Jackson]
(Merchant), First Data Merchant Services LLC (First Data), PSA Meta Bank (Bank), and Path Point Merchant Services (Company).

1. Services and Roles

- 1.1. Services. Merchant and Company entered into a [Company Merchant Agreement] (Agreement) that allows Company to act as a payment facilitator for authorization, processing, and settlement services (Acquiring Services).
- 1.2. Company. Company will facilitate the provision of the Acquiring Services outlined in the Agreement, including, supporting chargebacks, reporting, status changes, and questions about the Acquiring Services.
- 1.3. First Data. First Data and/or Company, through a separate agreement between First Data and Company, will provide the Acquiring Services to Merchant.
- 1.4. Bank. Bank is the member of Visa and MasterCard Networks that sponsors Company, First Data, and Merchant's acceptance of Visa and MasterCard transactions. Bank will also facilitate a portion of the debit transactions as set forth in the Agreement. As between Bank and First Data and Bank and Company, only Bank is approved to extend acceptance of Visa and MasterCard transactions directly to Company and/or Sub-Merchant. Bank is responsible for providing Company (as allowed by the Network Rules) or Merchant with settlement funds for Visa and MasterCard transactions. The Acquiring Services that Merchant receives from any Network other than Visa, MasterCard, and certain debit Networks are provided by Company and/or First Data and not by Bank.

2. Additional Terms and Conditions

- 2.1. By entering into this Sub-Merchant Agreement, Merchant agrees to comply with Network Rules, Your Payments Acceptance Guide, and applicable Laws.
 - 2.1.1. Network Rules are the rules, as amended from time to time by the Networks, that govern all Card processing.
 - 2.1.2. Your Payments Acceptance Guide is a summary of the Network Rules provided by First Data for Company and Sub-Merchant.
 - 2.1.3. Laws are all laws, rules, and regulations that are applicable to the parties' respective performance obligations under this Sub-Merchant Agreement.
- 2.2 Merchant represents and warrants to First Data, Bank, and Company that the receipt and handling of funds in settlement of transactions processed under the Agreement is solely in payment for Merchant's provision of bona fide goods and/or services to Merchant's customers (each, Payor). To the extent that Merchant's settlement funds are sent to Company and then by Company to Merchant, Merchant hereby designates Company, and Company hereby agrees to serve, as Merchant's limited agent for the sole purpose of receiving such payments on Merchant's behalf from Merchant's Payors. Merchant agrees that upon Company receiving payment from a Payor: (a) Merchant shall be deemed to have received payment from such Payor; (b) such Payor's obligation to Merchant in connection with such payment shall be satisfied in full; (c) any claim Merchant has for such payment against such Payor shall be extinguished; and (d) Merchant is obligated to deliver the applicable goods and/or services to the Payor, in each case regardless of whether or when Company remits such payment to Merchant. Company will remit to Merchant in accordance with the Agreement, or apply as an offset to any obligation Merchant may have to Company, any such payments Company receives on Merchant's behalf. Merchant shall identify to its Payors that Company is acting as Merchant's agent for purposes of receiving payment on Merchant's behalf. Any receipt provided to the Payor shall be binding on Merchant and shall satisfy all applicable regulatory requirements. This Section states the entirety of Company's duties as Merchant's agent for receipt of payment, and no other duties shall be implied by Company's undertaking to act in that capacity.

2.3 Additional Terms.

- 2.3.1 Card means a card, code, device, or other means allowing access to a credit, debit, prepaid, stored value, or similar account.

2.3.2 Cardholder means the individual who was issued a Card.

2.3.3 Settlement Account means a settlement account in which First Data, Bank, or Company will settle the transaction funds.

3 Settlement; Chargebacks

3.1 Upon First Data's receipt of the transaction data for transactions, First Data will process the transaction data to facilitate the funds transfer from the various Networks for Card sales. After First Data receives credit for such transaction data, subject to each party's other rights under this Sub-Merchant Agreement, First Data, Bank, or Company (either itself or through a licensed money transmitter) will provide provisional credit to Merchant's Settlement Account. Merchant agrees that it will not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the Cardholder disputes charges for merchandise or services before receiving them, a chargeback may result.

3.2 Merchant is solely responsible to pay the amount of any chargebacks resulting from transactions submitted by Merchant under this Agreement. Chargebacks can occur for a number of reasons. The following are some of the most common reasons for chargebacks: (1) a refund is not issued to Payor upon the return or non-delivery of goods or services; (2) an authorization/approval code was required and not obtained; (3) the transaction was allegedly fraudulent; (4) Payor disputes the Card sale or the signature on the sale documentation or claims that the sale is subject to a set-off, defense, or counterclaim; or (5) Payor refuses to make payment for a Card sale because, in Payor's good faith opinion, a claim or complaint has not been resolved or has been resolved but in an unsatisfactory manner.

4 Fees Pursuant to [Schedule 1], Merchant agrees to pay Company the fees associated with the provision of the services under this Sub-Merchant Agreement.

5 Reserve

5.1 In addition to any holdback and/or reserve rights that Company may have in the Agreement, Bank or First Data may require Merchant to fund a cash reserve (Reserve) in an amount that reflects Bank's or First Data's assessment of risk, as each may determine in its discretion from time-to-time. The Reserve is a payment obligation of Bank and First Data, established by holding back transaction proceeds or debiting the Merchant Settlement Account in order to potentially offset any obligations that Merchant may have to Bank or First Data. The Reserve is not a segregated fund that Merchant may claim to own. Bank and First Data are obligated to pay to Merchant any amounts remaining from the Reserve after all other current and contingent liabilities or obligations related to Merchant's payment transactions have expired (as provided for under the Network Rules).

5.2 The obligations due to Merchant from the Reserve will not accrue interest unless required by applicable Laws.

5.3 Bank or First Data will notify Merchant if a Reserve is established (including its amount) or if the amount of the Reserve is modified.

5.4 Bank or First Data may set off from the Reserve any obligations that Merchant owes to Bank or First Data from the Reserve.

5.5 Although Merchant acknowledges that the Reserve is a general obligation of Bank and First Data, and not a specifically identifiable fund, if any person claims that the Reserve is an asset of Merchant that is held by Bank or First Data, Merchant grants and acknowledges that Bank and First Data have a security interest in the Reserve and, at Bank's or First Data's request, will provide documentation to reflect this security interest.

5.6 Set-off. All funds that Bank or First Data owe to Merchant under this Sub-Merchant Agreement are subject to Merchant's payment obligations under this Sub-Merchant Agreement. Bank or First Data may set off amounts Merchant owes to either or both of Bank or First Data against any funds that either or both of Bank or First Data owe to Merchant.

6 Data Security: Data Security Merchant represents that it does not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and will not request access to such Card information from First Data or Bank. In the event that Merchant receives such Card information in connection with the services provided under this Sub-Merchant Agreement, Merchant agrees not to use it for any fraudulent purpose or in violation of any Network Rules, including but not limited to Payment Card Industry Data Security Standards (PCI DSS) or applicable Law. If at any time Merchant has reason to believe Card information has been compromised,

Merchant will notify First Data and Bank promptly and assist in providing notification to the proper parties. Merchant will ensure its compliance and the compliance of any third party service provider utilized by Merchant with all security standards and guidelines that are applicable to Merchant or such third party service provider and published from time to time by Visa, MasterCard, or any other Network, including without limitation, the Visa U.S.A. Cardholder Information Security Program (CISP), the MasterCard Site Data Protection (SDP), and (where applicable) the PCI Security Standards Council, Visa, and MasterCard PA-DSS (Payment Application Data Security Standards) (collectively, the Security Guidelines). If any Network requires an audit of Merchant due to a data security compromise event or suspected event, Merchant will cooperate with such audit. Merchant may not use any Card information other than for the sole purpose of completing the transaction authorized by the Payor for which the information was provided or as specifically allowed by Network Rules, Your Card Acceptance Guide, or required by applicable Laws. Merchant will reimburse First Data and/or Bank for all fines, fees, penalties, assessments, or other obligations of any kind imposed by a Network or a regulator on First Data or Bank due to a data security compromise event (i) caused by Merchant or its third party service providers; or (ii) that otherwise takes place on Merchant or its third party service providers systems to the extent not caused by First Data or Bank.

- 7** Financial Information; Audit Merchant will promptly provide any financial or other information reasonably requested by First Data, Bank, or Company to perform credit risk, security, qualification, and other reviews related to the provision of the services, transactions submitted, fulfillment of obligations to Company, First Data, Bank, or Cardholders, or the financial condition of Merchant. Merchant authorizes Company and First Data to obtain information from third parties when performing credit risk, security, qualification, and other reviews. Company, First Data, Bank, or their designees may perform a reasonable audit of Company's records related to its performance under this Sub-Merchant Agreement with 30 days' advance written notice to Merchant, during Merchant's normal business hours, and at Company's, First Data's or Bank's expense, as applicable.
- 8** Notice of Material Change; Third Parties Merchant will provide Company and First Data with reasonable advance notice of any material change in the nature of Merchant's business (including any change in control or merger, any liquidation, any transfer or sale of substantially all of its assets, or any change to Merchant's operations that would materially affect the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to a Cardholder). Merchant will provide Company and First Data with written disclosure identifying the third parties, systems, and services Merchant uses to receive, transmit, process, or otherwise manage information or its information technology systems (e.g., without limitation, encryption or firewall providers) related to the transaction information or payment data processed in connection with this Sub-Merchant Agreement (these third parties must be registered providers with the Networks).
- 9** Exclusion of Damages Bank, First Data, and Company are not liable under any theory of tort, contract, strict liability, or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.
- 10** Limitation of Liability Bank, First Data, and Company, in the aggregate (inclusive of any and all claims made by Merchant, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this Sub-Merchant Agreement) and regardless of the form of action or legal theory shall not exceed the lesser of (i) \$100,000; or (ii) the amount of fees received by Company for services provided under this Sub-Merchant Agreement in the immediately preceding 12 months.
- 11** Indemnification Merchant will indemnify Company, First Data, and Bank (including their respective affiliates, directors, officers, managers, and employees) for losses, damages, costs, or expenses (together, Losses) due to third party claims that result from Merchant's or Merchant's third party service providers' gross negligence, willful misconduct, or breach of this Sub-Merchant Agreement. The indemnified party will promptly notify Merchant of any third party claim that is subject to indemnification under this Sub-Merchant Agreement. The indemnifying party will have the opportunity to defend these claims using counsel it selects and will have the authority to enter into a settlement for monetary damages provided that it pays such amounts to the indemnified party. The parties will cooperate with regard to any other conditions of settlement as well as in providing records and access to personnel or other information reasonably necessary to defend any indemnified claims.
- 12** Assignment Bank or First Data may each, in whole or in part, assign or transfer this Sub-Merchant Agreement or delegate or subcontract its respective rights, duties, or obligations under this Sub-Merchant Agreement without Merchant's or Company's consent. Merchant further acknowledges that another financial institution may be substituted for Bank with respect to Bank's obligation.

13 Confidentiality

- 13.1** Confidentiality. No party will disclose non-public information about another party's business (including

the terms of this Sub-Merchant Agreement, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters) (together, Confidential Information). Confidential Information does not include information that: (1) is or subsequently becomes publicly available (through no fault of the recipient); (2) the recipient lawfully possesses before its disclosure; (3) is independently developed without reliance on the discloser's Confidential Information; or (4) is received from a third party that is not obligated to keep it confidential. Each party will implement and maintain reasonable safeguards to protect the other party's Confidential Information.

- 13.2** Disclosure. The recipient may disclose another party's Confidential Information: (1) to its directors, officers, personnel, and representatives (including those of its subsidiaries, affiliates, subcontractors, or vendors) that need to know it in connection with the recipient's performance under this Sub-Merchant Agreement and that are bound by confidentiality obligations materially similar to those required under this Sub-Merchant Agreement; and (2) in response to a subpoena, court order, request from a regulator, or as required under applicable Laws or Network Rules.

14 Term; Termination

- 14.1** Term. This Sub-Merchant Agreement shall be in effect upon acceptance by all parties and shall remain effective for the term of the Agreement unless terminated earlier pursuant to the terms of this Sub-Merchant Agreement.
- 14.2** Termination. In addition to the termination rights in the Agreement, Bank and/or First Data may terminate this Sub-Merchant Agreement without advance notice for any other reason, without cause.

- 15** MATCH Reporting If this Sub-Merchant Agreement is terminated for cause, Merchant acknowledges that Bank or First Data may be required to report Merchant's business name and the names and other identification of Merchant's principals to the Networks. Merchant expressly agrees and consents to such reporting in the event Merchant is terminated as a result of Bank's, First Data's, or Company's termination for cause or for any reason specified by the Network(s) as cause. Furthermore, Merchant agrees to waive and hold Bank and First Data harmless from and against any and all claims which Merchant may have as a result of such reporting.

16 Arbitration

- 16.1** This arbitration provision will be broadly interpreted. If Merchant has a dispute with First Data or Bank that cannot be resolved informally, Merchant, Bank, or First Data may elect to arbitrate that dispute in accordance with the terms of this arbitration provision rather than litigate the dispute in court.
- 16.2** The parties agree that the following will not be subject to arbitration: (a) disputes relating to the scope, validity, or enforceability of this arbitration provision; (b) any claim filed by either party in which the amount in controversy is properly within the jurisdiction of a small claims court; and (c) any dispute related to the validity of any party's intellectual property rights.
- 16.3** If a party elects to resolve the dispute through arbitration pursuant to this arbitration provision, the party initiating the arbitration proceeding must open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-495-4185, www.adr.org.
- 16.4** Because the services provided to Merchant under this Sub-Merchant Agreement concern interstate commerce, the Federal Arbitration Act (FAA) will govern this arbitration provision, including the issue of whether the dispute is subject to arbitration. The Commercial Arbitration Rules of the American Arbitration Association (AAA) will govern any arbitration. If there is a conflict between this arbitration provision and the AAA Rules, this arbitration provision will govern. If the AAA will not administer a proceeding under this arbitration provision as written, it cannot serve as the arbitration organization to resolve the dispute. If this situation arises, the parties will agree on a substitute arbitration organization. If the parties are unable to agree, the parties will mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this arbitration provision as written. If there is a conflict between this arbitration provision and the rest of this Sub-Merchant Agreement, this arbitration provision will govern.
- 16.5** A single arbitrator will resolve the dispute. The arbitrator will honor claims of privilege recognized by applicable Law and will take reasonable steps to protect each party's information and other confidential or proprietary information. If the claim alleged in the dispute is for \$10,000 or less and the dispute is not excluded based on Section 16.2 above, Merchant may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. The arbitrator will make any award in

writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

- 16.6** If an award granted by the arbitrator exceeds \$50,000, either party can appeal that award to a three arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within 30 days from the date of entry of the written arbitration award. The arbitration organization will then notify the other party that the award has been appealed. The members of the three-arbitrator panel will be selected according to the AAA's Commercial Arbitration Rules. The three-arbitrator panel will issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel will be final and binding, except for any appellate right which exists under the FAA.
- 16.7** All parties to an arbitration must be individually named. There will be no right or authority for any claims to be arbitrated or litigated on a class action, joint, or consolidated basis or on a basis involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other clients, or persons.
- 16.8** The arbitrator may award injunctive or similar relief only in favor of the individually named party and only to the extent necessary to provide relief warranted by that individual party's claim. The arbitrator may not award injunctive relief applicable to any class or similarly situated individual or groups.
- 16.9** The arbitration will take place in Suffolk County, NY.
- 16.10** Bank or First Data will pay arbitration filing fees and arbitrator's costs and expenses of which Merchant provides notice to Bank or First Data prior to the commencement of the arbitration. Merchant is responsible for all additional costs that Merchant incurs in the arbitration, including fees for attorneys or expert witnesses. If the arbitration is resolved in Bank and First Data's favor, Merchant will reimburse Bank and First Data for the filing fees and costs paid to Merchant only up to the extent awardable in a judicial proceeding. If the arbitration is resolved in Merchant's favor, Merchant will not be required to reimburse Bank or First Data for any of the fees and costs paid by Bank or First Data. Notwithstanding anything to the contrary in this arbitration provision, Bank or First Data will pay all fees and costs that Bank or First Data are required by applicable Law to pay.
- 16.11** If Merchant does not wish to arbitrate disputes, Merchant must notify Bank and First Data in writing within 30 days of the date that Merchant first receives this Sub-Merchant Agreement by writing a notice including Merchant's name, address, and account number, as well as a clear statement that Merchant does not wish to resolve disputes through arbitration and sending that notice (a) by e-mail to arbitrationoptout@firstdata.com; (b) by fax to 402-916-2200; or (c) by mailing to "Arbitration Opt Out Notice, 3975 N.W. 120th Ave, Coral Springs, FL 33065 (These Fax Numbers and Addresses are only for submitting the notice described in this Section). Merchant's decision to opt out of arbitration will have no adverse effect on Merchant's relationship with Bank, First Data, or the services provided under this Sub-Merchant Agreement.
- 16.12** If a court of competent jurisdiction finds any part of Section 16.7 to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the dispute will be decided by a court. If any other clause in this arbitration provision is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect.
- 16.13** Merchant, First Data, and Bank have each agreed to waive the right to trial by jury.

- 17** Choice of Law The parties acknowledge and agree that all disputes and this Sub-Merchant Agreement will be governed by, and construed in accordance with, New York law (exclusive of any conflicts and choice of law rules set forth therein).

18 Notices

- 18.1** Notice to First Data will be sent to: First Data Merchant Services LLC, Attn: Executive Vice President – Operations, 5565 Glenridge Connector NE, Atlanta, Georgia 30342; with a copy to: First Data Merchant Services LLC, Attn: General Counsel's Office, 6855 Pacific Street, AK-32, Omaha, NE 68106. Emailed notices to First Data will be sent to: legalpapers@firstdata.com.
- 18.2** Notice to Bank will be sent to: MetaBank, Attn: Vice President - Operations, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108; with a copy to: MetaBank, Attn: Legal, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108.

18.3 Notice to Company will be sent to: Path Point Merchant Services, 108 S. 700 East, American Fork, UT 84003. Emailed notices to Company will be sent to: legal@pathpointms.com.

18.4 Notice to Merchant will be sent to: Merchant's Business/Corporate Address on file with Company. Emailed notices to Merchant will be sent to the email address on file with Company.

19 Publicity No party will make any press release or other public disclosure concerning the terms and conditions of this Sub-Merchant Agreement without the prior written consent of the other party.

20 Entire Agreement; Waiver This Sub-Merchant Agreement constitutes the entire agreement between the parties with respect to the subject matter discussed in this Sub-Merchant Agreement and supersedes any previous agreements and understandings. Except as provided in this Sub-Merchant Agreement, this Sub-Merchant Agreement can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of this Sub-Merchant Agreement will not be deemed a waiver of any subsequent breach of the same or another term or condition.

21 With respect to each of First Data and Bank, performance of such party's obligations set forth in this Sub-Merchant Agreement constitutes such party's acceptance of the terms of this Sub-Merchant Agreement.

RELEASE AND TERMINATION OF ENCROACHMENT AGREEMENTS

This Release and Termination of Encroachment Agreements (this "Agreement") is made by and between Robert W. and Sandra A. Owens, husband and wife (collectively, "Owens") with an address of P.O. Box 1606, Wilson, WY 83014 and the Town of Jackson, a municipal corporation of the State of Wyoming (the "Town"), with an address of P.O. Box 1687, Jackson, WY 83001 and is effective as of the date of recordation in the Teton County, Wyoming Clerk's Office of Land Records (the "Effective Date"). Owens and the Town may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Owens is the owner of that certain real property located in Teton County, Wyoming at 785 Snow King Drive legally described as **Lot 7, excepting the East 20 feet thereof, of the Replat of Snow King Estates, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County, Wyoming Clerk on August 21, 1980 as Plat Number 416; PIDN 22-41-16-34-4-04-010** (the "Property"); and

WHEREAS, the Parties entered into an Encroachment Agreement which was recorded in the Office of the Teton County Clerk on July 10, 2019 as Document Number 0973115 (the "Encroachment Agreement I") for the purpose of memorializing the rights and obligations of the Parties with respect to Owens' planned encroachment onto a portion of an easement held by the Town and known as Snow King Drive Roadway & Utility Easement; and

WHEREAS, the parties entered into a second Encroachment Agreement which was recorded in the Office of the Teton County Clerk on July 10, 2019 as Document Number 0973116 ("Encroachment Agreement II") for the purpose of memorializing the rights and obligations of the Parties with respect to Owens' planned encroachment into the subsurface of an easement held by the Town and known as Snow King Drive Roadway & Utility Easement. Encroachment Agreement I and Encroachment Agreement II shall be collectively referred to herein as the "Encroachment Agreements"; and

WHEREAS, Owens changed its construction plans and did not construct the improvements contemplated by the Encroachment Agreements which would have encroached into the Town's easement area. Accordingly, the Parties desire to terminate, release and vacate in their entirety the Encroachment Agreements and all rights and obligations therein.

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

1. Termination. The Parties agree that the Encroachment Agreements are hereby terminated, released and vacated in their entirety.
2. Recordation. This Agreement shall be recorded in the Teton County, Wyoming Clerk's Office of Land Records.
3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and each of their heirs, successors and assigns.
4. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one document.

IN WITNESS WHEREOF, this Agreement was executed on the date of the signatures set forth below.

Robert W. Owens

Owner

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Robert W. Owens as an owner this ____ day of _____, 2025.

Witness my hand and official seal.

Notary Public
My commission expires:

Sandra A. Owens

Owner

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sandra A. Owens and an owner this ____ day of _____, 2025.

Witness my hand and official seal.

Notary Public
My commission expires:

TOWN OF JACKSON,
A municipal corporation of the State of Wyoming

By: _____
Arne O. Jorgensen, Mayor

Attest: _____
Riley Hovorka, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Arne O. Jorgensen and Riley Hovorka, as the Mayor and Town Clerk, respectively, of the Town of Jackson this ____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

My commission Expires:

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") dated as of _____, 2025 ("**Effective Date**"), is by and between the Town of Jackson, Wyoming, P.O. Box 1687 Jackson, Wyoming 83002 ("**Town**"), and EcoConnect Consulting LLC, an LLC, P.O. Box 13259 Jackson, Wyoming 83002 ("**Contractor**").

1. Statement of Services

Contractor shall provide executive director professional services to Town. The professional services are set forth in **Exhibit A, Scope of Work** (hereinafter, the "**Services**"), which is incorporated as if fully set forth herein.

2. Term

The term of this Agreement shall be for twelve (12) months commencing on the Effective Date and terminating twelve months thereafter ("**Term**"). Contractor or Town may terminate this Agreement at any time by giving the other ten (10) days prior written notice of termination; provided, however, that all compensation earned and costs incurred prior to such termination shall be payable to Contractor.

3. Compensation

The Town agrees to pay Contractor, as compensation for all of the Services for the Term \$200.00/hour, with a total amount that shall not, in any event, exceed \$15,120.00 ("Cap Amount"). It is specifically understood and agreed by Contractor that the Cap Amount for the Services is a "not to exceed" amount for completion of all of the Services and work done by Contractor for Town. If work beyond the Services are desired, they shall be agreed to in writing prior to the Contractor embarking on them. Any work beyond the Services agreed to, shall be invoiced and paid at a rate of \$200.00/hour. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours over which Services are performed in any given period of time. Contractor shall submit properly detailed, appropriate invoices evidencing the Services performed to Town on or before the 10th of each month. Town may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

4. Independent Contractor Status

It is understood and agreed that Contractor will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Contractor will not be considered an employee, partner, agent, or joint venture partner of Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor shall not be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security. Neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

5. Insurance

The Contractor shall secure and maintain customary liability insurance coverage for the Term.

6. Place of Performance

Contractor shall be responsible for maintaining their own office facilities and will not be provided with either office facilities or secretarial support by Town. Contractor shall supply at their own expense, all materials, supplies, equipment, and tools required to accomplish the Services agreed to be performed in accordance with this Agreement.

7. Notice

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

Town:

Attn: Jackson Town Attorney
P.O. Box 1687
Jackson, Wyoming 83002
clerk@jacksonwy.gov

Contractor:

Attn: Megan A. Smith
P.O. Box 13259
Jackson, Wyoming 83002
megan@ecoconnectjh.com

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

8. General Provisions

- A. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.
- B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.
- D. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- E. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court

for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

- F. Section Headings. The section headings set forth in this Agreement are solely for the convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.
- G. Declaration by Independent Contractor. The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.
- H. Governmental Immunity. Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
- I. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.
- J. Counterparts; Digital Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

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

EcoConnect Consulting LLC

Megan A. Smith, Owner/ Wildlife Ecologist

Town of Jackson, Wyoming

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovoka, Town Clerk

**EXHIBIT A
SCOPE OF WORK**

I: Project Description

EcoConnect Consulting will provide the Town of Jackson with technical assistance and professional support in reviewing, refining, and implementing updates to the Town's Land Development Regulations (LDRs) related to the Natural Resource Overlay (NRO), Waterbody and Wetland Buffers , and Wildlife Friendly Fencing. The scope includes detailed review of draft materials, applicability assessment, staff coordination, and participation in public meetings.

II: Scope of Services

SUMMARY OF ABOVE ITEMS AND ESTIMATED HOURS

SUMMARY ITEMS	ESTIMATED HOURS
Review the LDR Draft	40
Applicability Assistance	20
Meetings - Detailed types of meetings and associated estimates are above	15
TOTAL	75

SUMMARY COSTS	
2025 Rate of \$200/ hr x 75 hrs	\$15,000
Cost for Temporary Web Hosting	\$120
TOTAL	\$15,120

SCOPE DETAILS

1. Technical Assistance

Review of Draft LDRs

EcoConnect Consulting will provide written comments and recommendations on the draft LDR language and related documents. Two rounds of review are anticipated, including associated discussions with staff.

Estimated: 40 hours | Budget: \$8,000

Applicability Assistance

EcoConnect will assist staff in evaluating the applicability of a Tiered NRO within the Town of Jackson through geographic analysis and staff discussions.

Estimated: 20 hours | Budget: \$4,000

2. Meetings

Staff Coordination

EcoConnect will meet with Town staff as needed to coordinate project efforts, either virtually or in person. In addition to task-specific meetings, general coordination meetings are estimated at approximately three (3) hours.

Estimated: 3 hours | Budget: \$600



Public Hearings and Workshops

At the request of staff, EcoConnect will attend two public hearings to provide background information and technical support, either virtually or in person:

- One (1) Town Planning Commission meeting, including approximately 3 hours of meeting time and 3 hours of preparation.
- One (1) Town Council meeting, including approximately 3 hours of meeting time and 3 hours of preparation.

Planning Commission and Town Council meetings, preparation, and follow-up are estimated at approximately 12 hours total.

3. Web-Based Map

Web Hosting

EcoConnect Consulting is temporarily hosting a web-based map comparing the Tiered NRO to the 1994 NRO, including supporting data layers for use by staff, stakeholders, and the public during the review process. Upon approval, appropriate Town of Jackson data layers will be transferred to Town servers.

This hosting is currently funded by Teton County Planning. If the available hosting “credits” are depleted, a \$120 renewal fee will be required to maintain online access. The timing of this fee will depend on data usage.

III: Exclusions to Scope of Services

The scope of services **does not** include the following:

1. Process facilitation.
2. Public presentation of the materials.

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	To Award Bid #26-05 for the Procurement of a New Police Administration Truck	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to accept and award Bid #26-05 for the purchase of a new truck for the Administration Division within the Police Department.

Requested Action.

To approve and award Bid #26-05 for the purchase of a new truck for the Administration Division within the Police Department.

Recommendations.

Staff recommends Council approve the procurement of a new truck for the Administration Division within the Police Department.

Background.

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson.

Analysis.

When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicle needs, potential vehicle types, and how each vehicle will be used to provide public service. This information is important because each department has been challenged to look for efficiency gains when making new vehicle purchases (when possible).

This vehicle will be purchased for and used by the Administration Division of the Police Department. This division, consisting of the Chief of Police and Lieutenant, is responsible for providing the overall administration and leadership of the Police Department. The Department will be replacing an older truck used for administration and pulling horse trailers when needed (Citizens Mounted Patrol Unit).

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving and awarding Bid #26-05
2. Other

Comprehensive Plan & Priority Alignment.

- Chapter 2: Climate Sustainability
 - Principle 2.3 – Reduce greenhouse gas emissions through transportation
- Chapter 8: Quality Community Service Provision
 - Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.

We received two bids which are listed below. The lowest bid was from Fremont Motors of Riverton, Wyoming, in the amount of \$49,391. After receiving the bids, staff requested that Fremont Motors include the cost of installing an upfitter switch to the new truck. With the addition of the new upfitter switch (\$495), Fremont Motors would still be

considered the lowest bid, at \$49,886. For the FY26 Budget, we show a budget of \$69,000 for the purchase of a new Administration truck for the Police Department.

<u>Vendor</u>	<u>Vehicle Type</u>	<u>Unit Cost</u>	<u>Trade-in Value</u>	<u>Final Cost</u>
Fremont Motors	Truck	\$ 49,886.00	\$ -	\$ 49,886.00
Teton Motors	Truck	\$ 49,994.00	\$ -	\$ 49,994.00

Staff Impact.

Public Works staff will be impacted in additional labor hours, which are estimated to be 100 hours to build-out the new truck.

Attachments or Links.

- Bid #26-05 results

Suggested Motion.

I move to approve Bid # 26-05 for the purchase of a new truck for the Administration Division within the Police Department and award the bid to Fremont Motors of Riverton, Wyoming, in the amount of \$49,391.

BID NUMBER: 26-05

PROJECT NAME: 1/2 Ton Police Truck

OPENING DATE &
TIME: 3:05pm 9/18/25

OPENED BY: Riley Hovorka & Eric Hiltbruner

	Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check		Bid Amount	Returned Bid Bond / Check
1	Fremont Motors		N/A	N/A		\$49,391. ⁰⁰ NO trade	
2	Teton Motors		N/A	Yes		\$49,994. ⁰⁰ NO trade	Returned
3							
4							
5							
6							

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Regular
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Jackson Hole Community Housing Trust (Housing Trust) – Nelson Drive Rental Housing Opportunity	Public Comment:	Yes

Purpose & Policy Considerations.

For Town Council to consider allocating \$4,050,000 from the 2022 Special Purpose Excise Tax (SPET) ballot initiative to the Jackson Hole Community Housing Trust to secure the right to lease/rent six units for 30 years at the proposed Nelson Drive project.

Requested Action.

For Town Council to consider allocating \$4,050,000 from the 2022 Special Purpose Excise Tax (SPET) ballot initiative to the Jackson Hole Community Housing Trust to secure the right to lease/rent six units for 30 years at the proposed Nelson Drive project.

Recommendations.

Staff provide no specific recommendation on whether to provide funding for this project; however, if the Council is inclined to fund this project, staff recommend only doing so as follows:

1. Require that upon expiration of the 30-year term, the Options to Lease/Rent are extended for the Town at the Town's sole discretion in one of the following ways:
 - If the federal government extends the Special Use Permit, the Town's rights are automatically extended for the entire term of the new Special Use Permit; and
 - If the federal government does not extend the Special Use Permit, the Trust provides the Town of Jackson an equal number of rights of first refusal for ownership units in their existing housing stock.

Background.

The Town received \$10m in Specific Purpose Excise Tax funding for the purpose of purchasing housing for the employees of the Town. The specific ballot language is as follows:

"\$10,000,000 for the purchase of land and planning, designing, engineering, and constructing Town of Jackson employee rental housing. This project is sponsored by the Town of Jackson."

To date the Town has received \$545,000 of the \$10m. The balance of the funding will be received over the next few years as the tax is collected. The total 2022 6th cent of SPET is estimated to be collected by 2031.

The Nelson Drive development is a partnership between the Bridger-Teton National Forest (BTNF) and the Community Housing Trust authorized through a 30-year Special Use Permit that allows the development of affordable housing on United States Forest Service, Federal land. The project would be located on a 7.5-acre site adjacent to Town (currently requesting annexation). The Housing Trust is planning to develop 36 affordable rental homes, a mixture of one- and two-bedroom units in fourteen buildings. Approximately thirteen of the units will be dedicated to Forest Service employees and the remainder will be available to partnering agencies and/or qualified community members at large.

The Housing Trust is requesting the Town purchase six Options to Lease affordable rental units at Nelson Drive. The cost to the Town will be equal to the actual cost of the subsidy for vertical construction estimated at this time to be \$675,000 per unit.

Please see the attached applicant's request for further information on the proposal.

Analysis & Key Policy Questions.

In analyzing this request staff have identified the follow points for Council consideration.

- Long-Term Investment and Affordability
Staff find that the Town's long-term investment in the project and associated options to lease should be secured for longer than the currently proposed/allowed 30 years. Long-term affordability and investment for projects of this type are typically in perpetuity (out-right purchase) or for 99 years (ground leases). Staff have provided an alternative below to potentially address this issue.
- Partnership with the Housing Trust
Staff find that partnering with the Housing Trust has been a successful way for the Town to provide employee housing to Town staff. The Town and the Housing Trust have a long history of partnering to provide Rights of First Purchase to Town employees in Housing Trust developments. Partnering with the Housing Trust has allowed the Town to not be responsible for construction of the development, allows employees to purchase/rent homes not tied to their employment, and relies on the Housing Trust to manage all aspects of the development and homeowner/renter relationship.
- United States Forest Service Partnership
A benefit of the proposed partnership is the availability of federal land to provide affordable housing and shared investment through the project's partners, philanthropy and federal loans/grants to support housing for federal and town employees in the community.
- Product Type and Comparable Costs to other Projects
The proposed duplex and triplex building types, and location adjacent to the Nelson Drive trailhead on the edge of Town would be desirable to address long term retention of town employees. The Town strives to provide a range of price points, bedroom count and building types throughout its housing portfolio. Staff see the proposed development as providing desirable long-term rental units for employees that the Town would like to retain long-term. The cost associated with this type of development is often higher than in other developments that utilize higher density, reduced land costs and other factors to bring down the cost per unit. Council should consider the proposed offer to secure options to lease with other recent affordable housing projects. Please see the applicant's information for comparables to other housing options.
- Timing of the Request with 90 Virginian Lane
Staff appreciate the opportunity to discuss this project at the same time as the 90 Virginian Lane project is being considered. Staff recommend that Council may want to wait to make final decisions on this proposal until all information on the 90 Virginian Lane project is available over the next few months. The available Town SPET funding for Town employee housing being requested here could also be utilized for the 90 Virginian Lane development or other projects.
- Timing of Providing the Funding or Funding Schedule or Timeline
As described above, the Town has only received \$545,000 of the \$10m in SPET funding to provide Town employee housing. Should Council want to move forward with this request, the timing of when the Town would provide funding would need to be discussed further.
- Timing of Request with the Town Employee Housing Strategy
Staff has begun working with Navigate LLC on the development of an overall Town Employee Housing Strategy recently approved by Council. Ideally this work would be completed before making decisions on future housing

developments. That being said, staff does not recommend waiting for this work to be done before making decision on this or other housing requests. This request is specific to the use of the restricted 2022 SPET funding, and staff find that considering all housing opportunities as they become available is appropriate.

- Rental rates

Staff notes that the proposal states that rental rates are expected to be roughly 40%-55% below market. Should Council choose to move forward, staff recommends first establishing how these rates would be calculated and guaranteed over the life of the project in order to ensure long term affordability for Town employees.

Key Policy Question: *How would Council like to proceed with the request?*

Possible Alternatives.

Staff have identified the following alternatives for Council consideration:

- Require that upon expiration of the 30-year term, the Options to Lease/Rent are extended for the Town at the Town's sole discretion in one of the following ways:
 - a. If the federal government extends the Special Use Permit, the Town's rights are automatically extended for the entire term of the new Special Use Permit; and
 - b. If the federal government does not extend the Special Use Permit, the Trust provides the Town of Jackson an equal number of rights of first refusal for ownership units in their existing housing stock.
- Continue the item to a future date to allow additional information on the 90 Virginian Lane project to become available and/or to receive additional information from the Housing Trust on the project.
- Deny the proposal
- Other

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.

Please see the background section above.

Staff Impact.

The staff impact on this item to date is approximately 4 hours.

Attachments or Links.

Jackson Hole Community Housing Trust Proposal

Suggested Motion.

I move to direct staff to draft an agreement allocating \$4,050,000 from the 2022 Special Purpose Excise Tax (SPET) ballot initiative to the Jackson Hole Community Housing Trust to secure the right to lease/rent six units for 30 years at the proposed Nelson Drive project subject to the following conditions:

- Require that upon expiration of the 30-year term, the Options to Lease/Rent are extended for the Town at the Town's sole discretion in one of the following ways:
 - a. If the federal government extends the Special Use Permit, the Town's rights are automatically extended for the entire term of the new Special Use Permit; and
 - b. If the federal government does not extend the Special Use Permit, the Trust provides the Town of Jackson an equal number of rights of first refusal for ownership units in their existing housing stock



July 23, 2025

Jackson Town Council and Board of Teton County Commissioners,

Jackson would be a very different place without 3.4 million acres of Forest surrounding Teton County, Wyoming. Every single resident of and visitor to Teton County benefits from the scenic open space and recreational opportunities that accrue because of this incredible resource. But resources don't manage themselves. Trained, professional employees deliver essential services daily, including but not limited to ensuring access to rivers and trails, equipping rangers to provide for the safety of hikers, bikers and boaters, and wildland firefighting anytime a natural or human caused fire breaks out on the forest.

While it will come as no surprise that the federal wage scale has not kept pace with the cost of housing in Teton County, it is crucial that we consider the consequences if we fail to provide housing opportunities for essential Forest Service employees.

With this letter, the Community Housing Trust would like to update you about an exciting opportunity to support the BTNF **and** secure quality affordable housing for your essential employees.

Background:

In 2008 and 2009, the Bridger Teton facilitated a collaborative public process that analyzed and disclosed the effects of developing employee housing at the BT's administrative property on Nelson Drive; this effort culminated in an October 2009 Environmental Assessment (EA). In 2012, a more targeted and supplemental EA was prepared to consider a Master Site Plan for the property and the Forest Supervisor issued a Finding of No Significant Impact (FONSI).

While approval of the Master Site Plan was the first essential step in the process, the Bridger Teton would need capital to subsidize the vertical construction, and they would need to partner with an organization that had the expertise required to develop, finance and manage affordable housing. This challenge kicked off a decade-long discovery period where the Jackson Hole Community Housing Trust worked with the Forest Service to create a new model for public/private partnership that upon completion, can serve as a model for Forests across the country. This innovative public/private partnership is made possible by a 30-year Special Use Permit authorizing development of affordable housing on National Forest lands—the first such permit in the nation. Like Special Use Permits issued to Snow King or the Jackson Hole Mountain Resort, the BTNF will maintain ownership of the land.

The Project:

On a 7.5 acre administrative site adjacent to Town, the Community Housing Trust and Bridger Teton National Forest plan to expand upon the employee housing that exists at Nelson Drive and develop 36 Affordable rental units in 14 buildings—a mix of one and two-bedroom units. In consideration for the

Special Use Permit, one-third of the homes will be dedicated to Forest Service employees. The remaining units will be available for qualified community members at large.

Project Financials:

To accelerate development of this desperately needed project in a cost environment that is consistently escalating, the Community Housing Trust would like the Town and County to each purchase six *Options to Lease* an affordable rental unit at Nelson Drive. The cost to the Town and County will be equal to the actual cost of the subsidy for vertical construction. There is NO cost for the land, there is a \$64,000 infrastructure CREDIT per unit made possible by the Department of Agriculture, and an estimated \$100,000 CREDIT per unit that will be made possible by a commercial loan secured and serviced by the Community Housing Trust. At this point in the pre-construction cost estimating process, we anticipate a **maximum** cost per Option of \$675,000. As construction documents and cost estimates are further refined, savings will be passed along to the Town and County; cost overruns will be absorbed by the Community Housing Trust.

About the Option to Lease:

An Option to Lease is a new partnership tool created by the Community Housing Trust that builds on lessons learned selling and managing Rights of First Purchase and Master Leases, and it incorporates our most recent experience at Hansen Corner facilitating sales to 12 different Human Service Council organizations.

Instead of selling Master Leases that are restricted to specific units, an Option to Lease can be exercised on any unit in the development. CHT will sell 23 Options for 23 units and each Option will have a 30-year term, a first right to renew and can be sold/assigned at any time. If at any point, the Option holder doesn't have an employee to rent a unit, the unit will be leased to a qualifying employee for 12 months. The next time an Option becomes available, the aforementioned employer will have the first opportunity to lease the next available unit. This allows the Option holder to take advantage of any lease turnover and gives employees access to the full range of unit types.

For employers, the Option to Lease is more flexible and allows employers to meet the housing needs of employees that will inevitably change over time. To ensure that employers have regular access to housing opportunities, the Housing Trust intends to sell Options to just four employers. This will allow the Housing Trust to present each employer with affordable housing opportunities more often. Informed by our turnover rate at Redmond Street Rentals, we estimate homes will be available on a rolling basis, 4-6 times per year.

Employer Benefits:

Much like the benefits of our Right of First Purchase program, employers have the ability to recruit and retain experienced, qualified employees through the provision of well-designed, well-built, truly Affordable homes (rental rates are expected to be roughly 40%-55% below market). Employers are able to provide employees with access to housing without the cost of land acquisition and administration. The purchase of Options allows employers to minimize financial risk and exposure (from vacancy and ongoing management expenses associated with operations, maintenance and leasing etc.), eliminate carrying costs (property taxes, snow removal, insurance), and avoid ongoing capital expenditures associated with property



ownership (roof replacement, physical repairs, appliance failures). The Option to Lease allows employers to provide housing opportunities for their employees without any of the challenges inherent in managing employee housing.

For employees, renting housing from a non-profit affordable housing developer (vs. from their employer) provides employees with tax-free affordable housing (whereas rental assistance and housing stipends are taxable benefits; as the cost of free market rental housing continues to increase, so too does the tax impact to employees).

Project Schedule:

To take advantage of this incredible opportunity to address the housing needs of employees of the Town of Jackson and Teton County, and to help anchor an organization that is essential to the health and wellbeing of our community, the Community Housing Trust will leverage land contributed at no cost and \$2.3M from the Department of Agriculture, with a commercial loan and \$11.5M of private philanthropy. To ensure trailhead improvements can begin this fall, which will enable an efficient construction start spring 2026, **we ask that you consider supporting this important project by mid-August.** In the interim, Chad and I are free to discuss any questions you may have.

In the last ten years, the housing need facing the Forest has increased exponentially and the expansion of Forest Service housing at the Nelson Drive Administrative site is currently the only opportunity for the Forest to address a portion of their housing need. In the absence of additional housing opportunities in Jackson, the BTNF will need to shift operations to outlying communities **to the tremendous detriment of our community.**

Nelson Drive represents a groundbreaking public/private partnership that can help address the housing crisis in Teton County, and, upon completion, it can be used as a model for Forests across Wyoming and the nation that are also desperate to provide housing for their employees.

We appreciate your time sensitive consideration of this opportunity.

Gratefully,

Anne Cresswell

To:

Mayor Jorgensen and Members of the Jackson Town Council
Town of Jackson, Wyoming

Re: Gratitude and Support for SPET Consideration – Nelson Drive Affordable Housing

Dear Mayor and Council Members,

On behalf of the Jackson Hole Community Housing Trust, thank you for your thoughtful consideration of our request to allocate \$4,050,000 from the 2022 SPET election to support construction of TOJ employee rental housing on Nelson Drive. In consideration of your support, CHT will lease six units to Town employees for 30 years. Your leadership and willingness to explore this investment demonstrates a deep commitment to ensuring that the people who make Jackson function can continue to live and thrive in the community they serve.

As you know, the Nelson Drive development represents a first-of-its-kind partnership between the Bridger-Teton National Forest (BTNF) and the Community Housing Trust authorized through a historic 30-year Special Use Permit that allows the development of affordable housing on federal land—a unique approach that doesn’t require the sale of public land. On a 3.15-acre site adjacent to Town, the Housing Trust will develop 36 high-quality, affordable rental homes, 13 of which will be dedicated to Forest Service employees that **we entrust to manage 3.4 million acres surrounding Jackson Hole**. When not on “wildfire assignment” (16 hour days, 16 days at a time), forest employees maintain access to over 2,500 trails, they safeguard the headwaters of the Snake and Green rivers, they forecast avalanche activity, protect wildlife and welcome millions of visitors annually.

The need for this project is both immediate and profound. Local housing costs have far outpaced wages, leaving essential workers—including Town employees—without viable housing options. The Nelson Drive project provides a cost-effective and sustainable solution: using public land at no cost, leveraging federal investment, and aligning philanthropic and local support to maximize community benefit.

Town participation in this project will ensure that Town employees—who maintain our infrastructure, manage our public services, and keep this community safe—have access to stable, affordable homes close to where they work. The benefits are far-reaching: reduced commuting, lower carbon emissions, improved employee retention, and a stronger, more resilient community.

We are deeply grateful for your partnership and consideration of this opportunity. Together, we can make Nelson Drive a national example of innovation and collaboration—one that ensures those who serve Jackson can continue to call it home.

With appreciation,

Anne Cresswell

Executive Director, Jackson Hole Community Housing Trust

Background:

In 2008 and 2009, the Bridger Teton facilitated a collaborative public process that analyzed and disclosed the effects of developing employee housing at the BTNF's administrative property on Nelson Drive; this effort culminated in an October 2009 Environmental Assessment (EA). In 2012, a more targeted and supplemental EA was prepared to consider a Master Site Plan for the property and the Forest Supervisor issued a Finding of No Significant Impact (FONSI).

While approval of the Master Site Plan was the first essential step in the process, the Bridger Teton would need capital to subsidize the vertical construction, and they would need to partner with an organization that had the expertise required to develop, finance and manage affordable housing. This challenge kicked off a decade-long discovery period where the Jackson Hole Community Housing Trust worked with the Forest Service to create a new model for public/private partnership that upon completion, can serve as a model for Forests across the country. This innovative public/private partnership is made possible by a 30-year Special Use Permit authorizing development of affordable housing on National Forest lands—the first such permit in the nation. Like Special Use Permits issued to Snow King or the Jackson Hole Mountain Resort, the BTNF will maintain ownership of the land.

Project Details:

On a 3.15 acre administrative site adjacent to Town, the Community Housing Trust and Bridger Teton National Forest plan to expand upon the employee housing that exists at Nelson Drive and develop 36 Affordable rental units. In consideration for the Special Use Permit, 13 homes will be dedicated to Forest Service employees. The remaining units will be available to qualified community members at large.

With encouragement from Town staff, we have submitted a petition for annexation to the Town Clerk.

The project consists of 14 buildings (8 triplex buildings and 6 duplex buildings) – totaling 36 affordable rental units. We anticipate this development housing 70 people with an estimated parking need of 60 spaces.

Unit Type	Total Units	Square Footage	Parking/Storage
Two-Bedroom	12	1,416 sf	Garage +1 Surface
One BR Type A	16	692 sf	Garage + 1 Surface
One BR Type B	8	581 sf	580 sf Storage Unit + 2 Surface
TOTAL	36	50,196	77 Parking Spaces*

*In addition to providing two dedicated parking spaces per unit there are also 5 guest parking spaces.

Project Proforma (November 2025):

SOURCES	
Land	\$14,200,000
BTNF Grant	\$ 2,300,000
Term Loan (10 years, 3%)	\$ 6,400,000
Philanthropy	\$ 12,800,000
Employer MOU's	\$ 11,600,000
TOTAL SOURCES	\$47,300,000
USES	
Land	\$14,200,000
Hard Cost	\$30,443,392
Soft Cost	\$2,656,608
TOTAL PROJECT COST	\$47,300,000
AVERAGE COST PER UNIT	\$1,313,889

How is the price of a 30-year lease determined? The cost is equal to the actual cost of the construction subsidy remaining after CHT has passed along a credit for a grant received from the Department of Agriculture (\$64,000/unit) and a credit for debt service made possible by a commercial loan secured and serviced by the Community Housing Trust (\$178,000/unit).

AVERAGE COST PER UNIT		AVERAGE COST/FOOT
Hard Cost	\$845,649	\$606/foot
<i>Vertical</i>	<i>\$765,649</i>	<i>\$ 548/foot</i>
<i>Horizontal (infrastructure)</i>	<i>\$80,000</i>	<i>\$ 58/foot</i>
Soft	\$73,800	\$53/foot
Land	\$394,444	
TOTAL COST PER UNIT	\$1,313,889	
DOA Grant Credit	(\$63,899)	
Debt Financing Credit	\$(177,778)	
30 Year Lease Price/Unit	\$675,000	

Upon project completion, CHT will present Town employees with up to six opportunities to rent a home at Nelson Drive. This process allows the Town to meet the unique housing needs of employees that will inevitably change over time.

If Town employees don't take advantage of all six opportunities at the initial offering, the next available unit will be offered to a town employee.

Annual reporting to the Town of Jackson will document when housing opportunities have been formally offered to employees, and when employees have taken advantage (or not) of the opportunity.

At the end of the 30-year term of the MOU, CHT will present the Town with an exclusive opportunity to extend the MOU. At the time of the extension, a fee may be required if affordable rental revenue

is unable to keep pace with inflationary costs required to operate and maintain the homes at Nelson Drive. The intent of the fee is to close any funding gaps that develop over time either through operating deficits (where market expenses exceeded conservative projections for asset management e.g. insurance, property management, trash and snow removal, landscaping etc.) or asset maintenance (e.g. exterior and interior maintenance including but not limited to siding, roofing, roads, water, sewer, appliances, painting, flooring etc.).

Employee Benefits:

This partnership opportunity allows employees of the Town to have access to well-designed, well-built, truly Affordable homes (rental rates are expected to be roughly 40%-55% below market).

For employees, renting housing from a non-profit affordable housing developer (vs. from their employer) provides employees with tax-free affordable housing (whereas rental assistance and housing stipends are taxable benefits; as the cost of free market rental housing continues to increase, so too does the tax impact to employees).

Town of Jackson Benefits:

This innovative partnership allows the Town to provide housing opportunities for their employees without any of the challenges inherent in managing employee housing. Moreover, it allows the Town to secure access to brand new housing for employees without the cost of land acquisition and administration **at 51% of the actual cost of construction**. Critically, it allows the Town to minimize financial risk and exposure (from vacancy and ongoing management expenses associated with operations, maintenance and leasing etc.), eliminate carrying costs (property taxes, snow removal, insurance), and avoid ongoing capital expenditures associated with property ownership (roof replacement, physical repairs, appliance failures).

How does this opportunity compare to the Market? The least expensive condo available on the market today is a 30-year-old condo on Virginian Lane.

Virginian Lane 1 Bed/1 Bath; 646 sq ft	\$630,000
Annual HOA Dues	\$ 2,700
Teton County Property Taxes	\$ 3,000
Estimated Cap Ex/Maintenance	\$8,500*
Estimated Annual Insurance	\$1,500
Annual Carrying Costs:	\$15,700
Cost Savings of a CHT unit over 30 years	\$471,000

*Based on annual contributions to reserve accounts at Redmond Street Rentals.

In addition to this condo currently listed for sale, there are four other condos/townhomes for sale for less than \$1m (average price: \$837,250; average age: 40 years).

Project Schedule:

At Nelson Drive, we have an opportunity to secure 3.15 acres of land at no cost and we have an opportunity to anchor Bridger Teton operations in Teton County. We have an opportunity to make sure Forest employees in our community know that their commitment to our community is deeply appreciated and their sacrifice is genuinely valued. In the absence of additional housing opportunities in Jackson, the BTNF will need to shift operations to outlying communities **to the tremendous detriment of our community.**

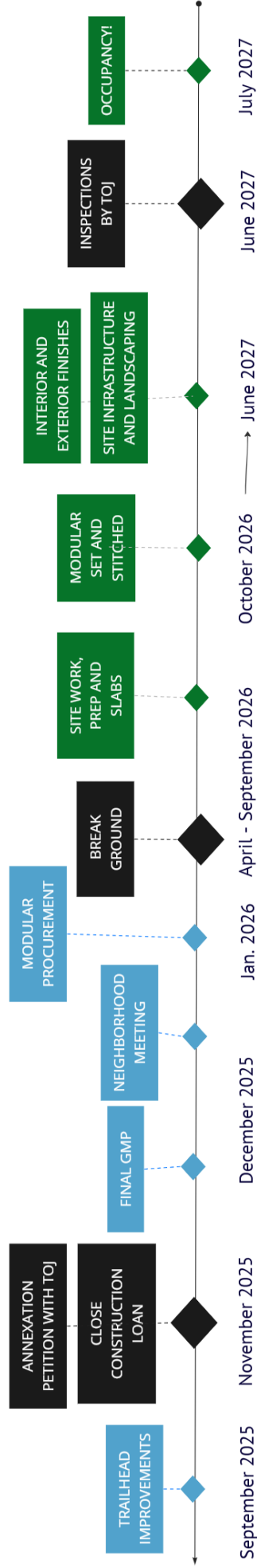
This opportunity for our community is now. In order for CHT to take advantage of efficiencies inherent in modular construction, we must begin procurement on January 1st. This requires that we close our construction loan at the end of the year. To close our loan, we need to know the Town is a partner in this project. We've aligned every possible advantage: the land is contributed at no cost, the DOA has pledged \$2.3m toward this pilot project, we have doubled the total amount we could otherwise borrow in the commercial marketplace **and** this will all be leveraged with \$13M from generous private donors.

Nelson Drive is more than a housing project. It is a national model proving that with creativity, partnership and commitment we can ensure the people who make Jackson Hole special can continue to call it home.

Thank you for your consideration of this important request.

Development schedule attached.

NELSON DRIVE MILESTONE SCHEDULE



JACKSON HOLE
COMMUNITY HOUSING TRUST
making room.

**Nelson Drive Affordable Housing
Capital Campaign**

**A groundbreaking partnership with the Bridger-Teton
National Forest addressing a critical community need.**

In Jackson Hole, we often say our greatest resource is our public lands. But where would these lands be without people to take care of them? Our community thrives because of people: the rangers who protect our trails, the firefighters who answer the call, the nurses who keep us healthy, the teachers who guide our children, and the service workers who make Teton County feel like home.

But in Teton County, people are priced out of housing; essential people who protect and serve our community. At Nelson Drive, we have an unprecedented opportunity to provide desperately needed housing for our workforce AND ensure the human resources exist to protect the 3.4 million-acre forest surrounding Jackson Hole.

To accomplish this, the Jackson Hole Community Housing Trust (CHT) has been awarded the first 30-year Special Use Permit in the nation to develop affordable housing on U.S. Forest Service land – a unique approach that doesn't require the sale of public land. This groundbreaking partnership brings together federal stewardship, local expertise, and community generosity to address one of the most urgent needs facing Teton County.

On 3.5 acres adjacent to town, we will build 36 affordable rental homes in thoughtfully designed duplex and triplex buildings. One-third will be dedicated to Forest Service employees, ensuring that the people who protect our lands can live in the community they serve. The remaining homes will serve qualified households who keep our community strong.

We've aligned every possible advantage. The land, valued at \$250,000 per unit, is contributed at no cost. The Department of Agriculture has pledged \$2.3 million toward infrastructure. A commercial loan secured by the Housing Trust will minimize the subsidy required to build the homes. Modular construction will save time and money while delivering quality homes built to last.

Still, the most important piece of the puzzle is philanthropy: \$11.5 million is required to bring Nelson Drive to life. Your gift won't just build walls; it will create a place where public servants can put down roots, families can flourish, and our community can remain strong for generations.

This is more than a housing project. It is a national model, proof that partnership and creativity can tackle challenges facing communities across America.

With your help, construction can begin in spring 2026.

This is our chance to honor what we value most, investing not just in housing, but in the people who make this valley whole.

Anne Cresswell, Executive Director



"Our rangers, fire staff, and resource professionals are deeply committed to managing the Bridger-Teton, but the rising cost of housing has made it harder for them to stay rooted in the community they serve. This project offers a real solution for the forest and the community."

*— Chad Hudson, Forest Supervisor
Bridger-Teton National Forest*

THE PROJECT

- Location: 3.5-acre USFS administrative site on Nelson Drive.
- Scope: 36 rental units (1- and 2-bedrooms across 14 buildings).
- Access:
 - 1/3 reserved for BTNF employees.
 - Remaining units available to CHT qualified applicants.
- Public-private partnership using a first-of-its-kind 30-year Special Use Permit from the U.S. Forest Service.

KEY FINANCIAL BENEFITS

- 3.5 acres conveyed at no cost.
- \$2.3M from USDA.
- A commercial loan (\$3M-\$7M) will leverage net rental revenue and minimize the subsidy required to build the homes.
- Rents will be affordable for qualified households: 40-55% below market.
- For residents, the benefit is tax-free (unlike stipends or rental assistance).

TIMELINE

Fall 2025:

Trailhead relocation begins

Spring 2026:

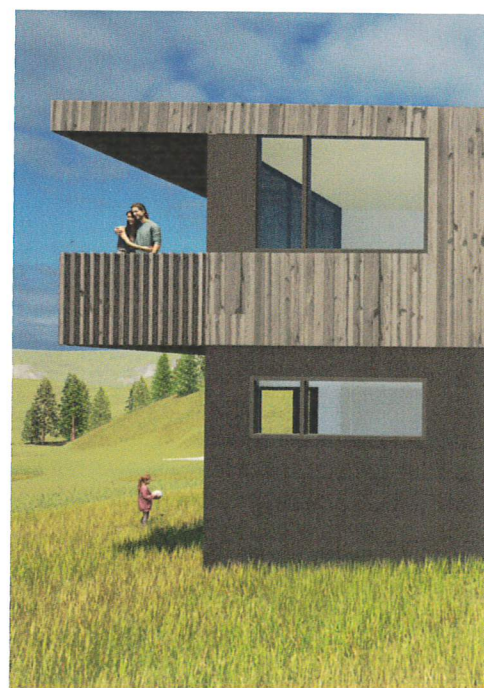
Construction start

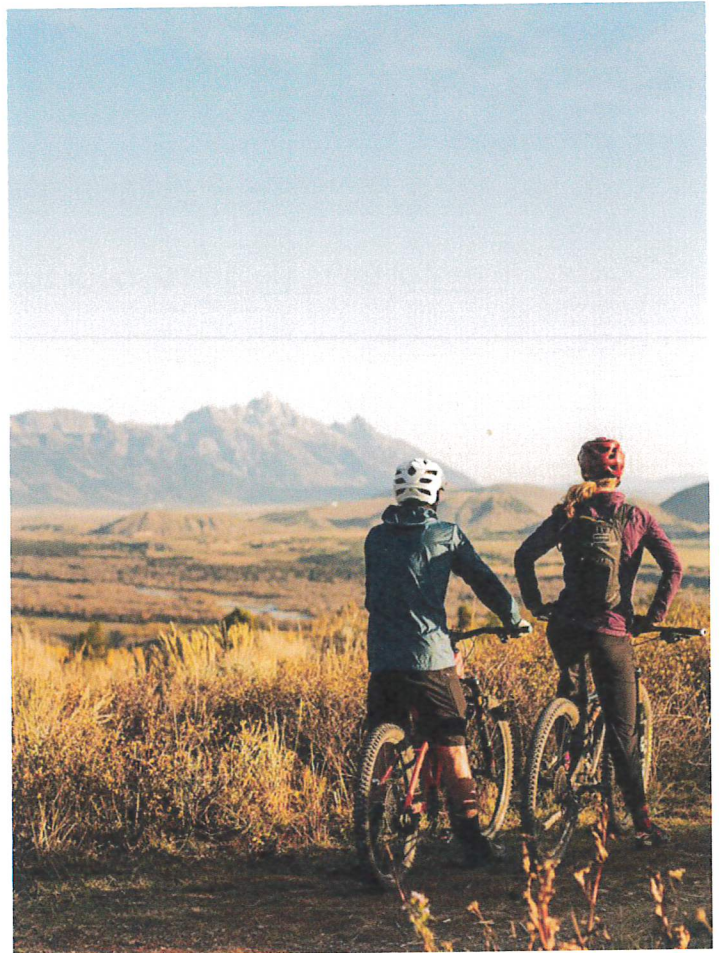
Fall 2027:

Units available for occupancy

PROJECT HIGHLIGHTS

- Nelson Drive will house 70 people including 13 BTNF employees and their families.
- Generous storage for mountain town living.
- Quality design and durable construction that will retain a professional workforce.



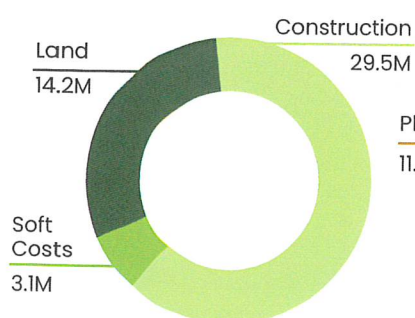




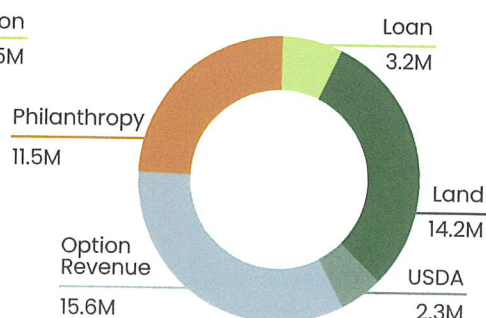
NELSON DRIVE PROJECT PROFORMA

Diverse project sources for Nelson Drive consist of a grant from the USDA, land permitted at no cost, philanthropy, a commercial loan supported by net rental revenue and Rental Options sold to community partners.

Project Costs



Project Funding



ABOUT A NELSON DRIVE RENTAL OPTION

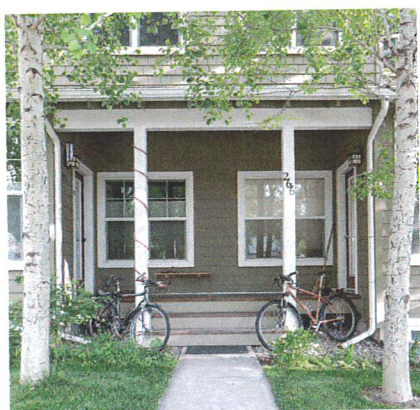
- A 30-year leasehold tool (with right to renew) allowing flexible use of any unit type.
- Employers gain access to rental units throughout the year (4–5 offerings annually).
- Proven model informed by CHT management experience.
- For employers, an option eliminates carrying costs and capital expenditures.
- CHT is responsible for operations and maintenance.
- Supports recruitment, retention, and staff wellbeing.

Building Community Together

30+
YEARS

10+
PROJECTS

700+
PEOPLE HOUSED



Arbor Place & Twelve Pines



Daisy Bush



Redmond Street Rentals



Schwabacher Meadows



Glory View



Flat Iron Townhomes



174 N King Street



Mountain View Meadows



Hansen Corner

Nelson Drive: A Groundbreaking Partnership Addressing a Critical Community Need

The housing crisis is not just about affordability; it is about the survival of the workforce that makes this special place function. The Nelson Drive partnership between the Bridger-Teton National Forest (BTNF) and the Jackson Hole Community Housing Trust (CHT) is a first-of-its-kind solution, setting a national precedent for how public and private sectors can come together to address an urgent need.

At its core, the project is built on a groundbreaking agreement: the first 30-year Special Use Permit in the United States allowing development of affordable rental housing on Forest Service land. This incredible partnership allows the Jackson community to secure 3.5 acres of land at no cost to address a pervasive and persistent problem. It also enables the BTNF to leverage decades of CHT expertise designing, financing, building, and managing affordable housing. By combining these resources, Nelson Drive delivers more housing for less money for the people who need it most.

One third of the homes will be dedicated to Forest Service employees, whose work is essential to the health and safety of our public lands. These people maintain access to over 2,500 trails, they safeguard the headwaters of the Snake and Green rivers, they fight wildfires, forecast avalanche activity, protect wildlife, and welcome millions of visitors annually. Nelson Drive is an opportunity to proactively provide stable, affordable housing for essential Forest employees. Without local housing, it will be impossible to recruit and retain qualified employees and position-by-position, BTNF operations will shift to outlying communities where housing is more affordable.



But Nelson Drive is not just about the Forest; it is a community-wide solution. Twenty-three homes at Nelson Drive will be available to community members at large: teachers, nurses, first responders and service workers who keep Jackson Hole running. They coach our kids, volunteer at community events, respond to emergencies, and keep local businesses open. Housing them near where they work, volunteer, and play strengthens our community fabric, reduces long commutes, and keeps local traditions alive.

Nelson Drive proves that with creativity, partnership, and commitment, we can solve even the most entrenched challenges and ensure the people who make Jackson Hole special can continue to call it home.



MAKING ROOM FOR THOSE WE RELY ON

The Community Housing Trust is building homes for people in our community who make valuable contributions, but cannot afford to live here. This is an issue that impacts everything we care about. Our goal is simple – to develop quality homes so the people who contribute to our quality of life have stable housing that allows them to stay.

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Ecosystem Stewardship & Public Works	Presenter:	Tanya Anderson & Johnny Ziem
Agenda Item:	Water Quality Testing at WWTP Wetlands	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to inform the Council of water quality data collected through voluntary testing at the wetlands between the Wastewater Treatment Plant (WWTP) and the Snake River, which are in addition to the testing required by the Wyoming Department of Environmental Quality.

Requested Action.

The requested action is for Council to review water quality data collected at the wetlands between the WWTP and the Snake River and give staff direction regarding future monitoring downstream of Wetland 4.

Recommendations.

Staff recommendation is to continue conducting additional testing downstream of Wetland 4, to present results to the Council in approximately two more years, and to share the data publicly through the Town's website, social media, a published "Think Piece", and 'Chat w/Council'.

Background.

The Town of Jackson Wastewater Treatment Plant (WWTP) is located south of Town near the confluence of Flat Creek and the Snake River. It serves the Town of Jackson as well as many residences and businesses in Teton County that are connected to the Town's sewer system. The WWTP is a lagoon system, which means it utilizes ten lagoons, and the microbes within them, to treat wastewater. After the effluent passes through all of the lagoons, it undergoes UV treatment that deactivates harmful viruses and bacteria. The Town of Jackson is required to test the final effluent at the UV treatment building and report the data to the Wyoming Department of Environmental Quality (WYDEQ). Water quality testing at the UV treatment building is the final testing location where the Town must comply with the Wyoming Pollution Discharge Elimination System (WYPDES) permit.

Effluent does not enter the Snake River directly after it passes through the final treatment in the UV treatment building. Instead, the effluent enters the Borrow Pond, where it is diluted with some freshwater from a small creek. It then passes through three existing small wetland ponds and a newly constructed (2023) wetland area, where natural processes further reduce concentrations of nutrients like nitrate, phosphorus, and ammonia. For several years, the Town has voluntarily tested effluent at the Borrow Pond and after the first three existing wetlands, before the effluent entered the Snake River. Figure 1, below, shows the WWTP, Borrow Pond, the first three existing wetlands, and pathway to the Snake River used prior to summer, 2023. Figure 2, below, zooms out to show the greater area, the distance from the Snake River, and the other land surrounding the WWTP, with the area shown in Figure 1 highlighted within the red box.



Figure 1: Site Sketch of Wastewater Treatment Plant and first three wetlands



Figure 2: Wastewater Treatment Plant site view, including new wetland site.

As can be seen in Figure 2, there are public lands to the east of the WWTP and existing wetlands. These lands are now being used to extend the distance that treated effluent travels between the WWTP and the Snake River. In the spring of 2023, Ducks Unlimited completed the construction of additional wetlands to the east of the existing wetlands. In addition to providing habitat for waterfowl and other wildlife and supporting recreational opportunities for hunters and birdwatchers, the newly constructed wetlands also provide additional wastewater treatment before the final effluent from the WWTP enters the Snake River. The new flow diagram, which is represented in Figure 3, extends the pathway the treated effluent takes after it completes treatment at the WWTP. The newly constructed wetlands further reduce nutrient concentrations in the effluent prior to discharge in the Snake River.

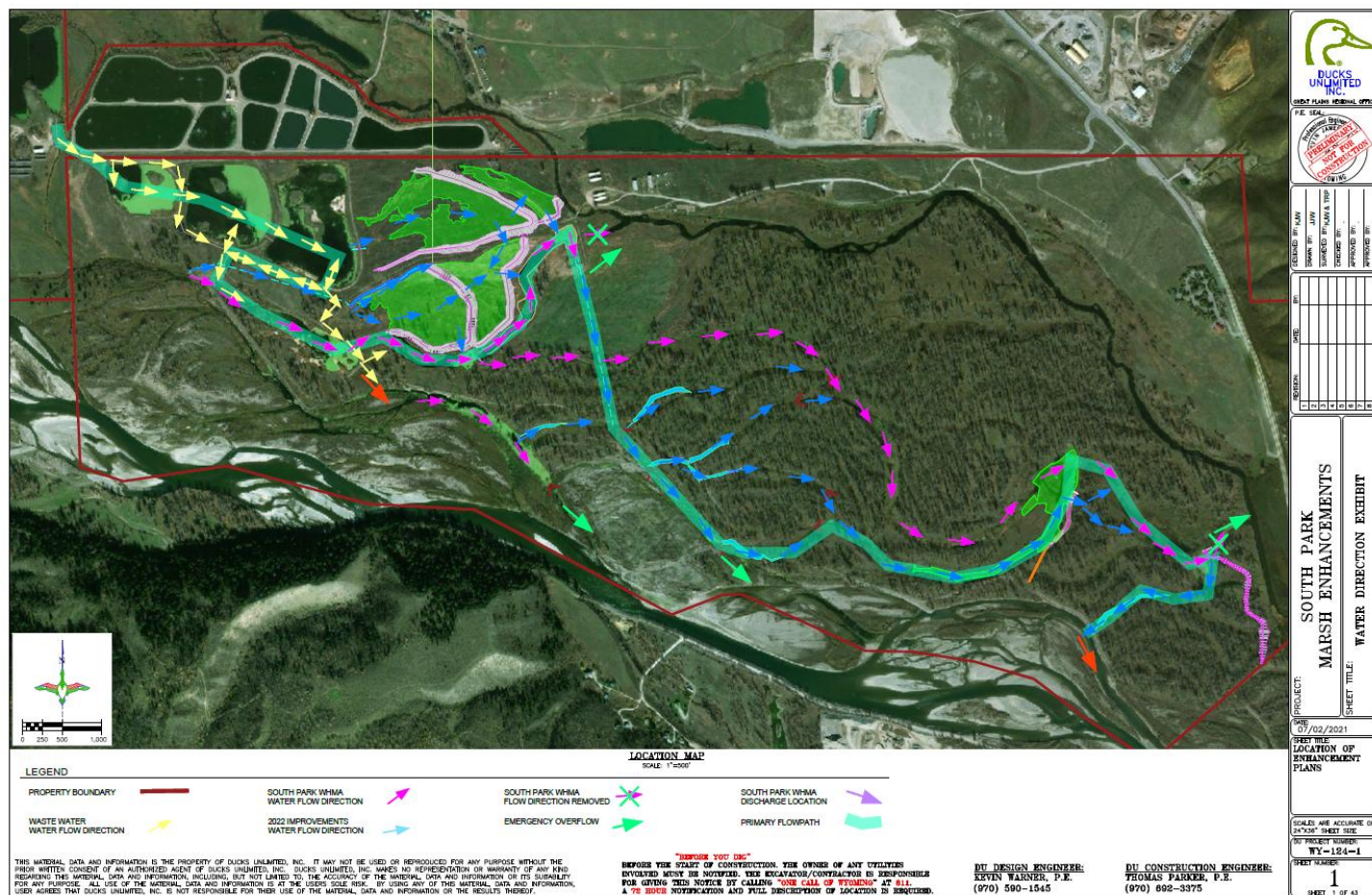


Figure 3: Simplified Flow Diagram with new wetlands.

The addition of these newly constructed wetlands provided an opportunity to study the impact of wetlands on the final effluent from the WWTP. Beginning in August of 2023, with financial support from the Teton Conservation District, Town staff began testing the effluent after it passed through the newly constructed wetlands, hereafter referred to as "Wetland 4," before it enters the Snake River. Because the new wetlands were still filling during this time, data was only collected for a small part of the year in 2023. Beginning in 2024, data was collected downstream of Wetland 4 from May through November. Preliminary results show a consistent decrease in ammonia, nitrate, and phosphorus concentrations when compared to data collected downstream of Wetland 3. Details can be found in the attached report.

Analysis & Key Policy Questions.

Nitrate concentrations are a concern because they can lead to nutrient pollution and algal blooms in surface water, and because high concentrations in drinking water are linked with increased risk of cancers, thyroid problems, adverse pregnancy outcomes, and Blue Baby Syndrome. While wastewater discharge into a river is not regulated by drinking water standards or mechanical treatment plant standards for injection into groundwater, these and other standards are listed below for comparison.

- In Wyoming, the primary maximum contaminant load (MCL) for nitrates in drinking water is 10 mg/L.
- The discharge limit, including injection into groundwater, for mechanical treatment plants regulated by the WYDEQ is 10 mg/L.
- The United States Environmental Protection Agency considers concentrations greater than 3 mg/L indicative of contamination in groundwater.
- Protect Our Water Jackson Hole and the Teton Conservation District consider drinking water with nitrate concentrations greater than 2 mg/L to be impacted by human activity and advise that water at or above this level should not be consumed.
- Nitrate concentrations of less than 3.0 mg/L are considered to be “good” in river systems, and concentrations below 1.0 mg/L in rivers are considered to be “excellent”.

In 2024, samples taken downstream of Wetland 4 never exceeded 3 mg/L of nitrate. In 2025, they did not exceed 2 mg/L. Samples taken by the United States Geological Survey (USGS) downstream of the WWTP in the Snake River show concentrations ranging from 0.014 mg/L and 0.095 mg/L, well below the threshold of 1.0 mg/L for rivers. More than half of the samples were below detection thresholds. In Figure 4, below, nitrate concentrations taken downstream of wetland 3, downstream of Wetland 4, and at the Snake River are shown. For comparison, the red, black, green, and blue lines indicate, respectively, WYDEQ thresholds for nitrate in drinking water, concentrations the US EPA considers indicative of contamination in groundwater, local thresholds indicating water impacted by human activity, and concentrations considered “excellent” in rivers.

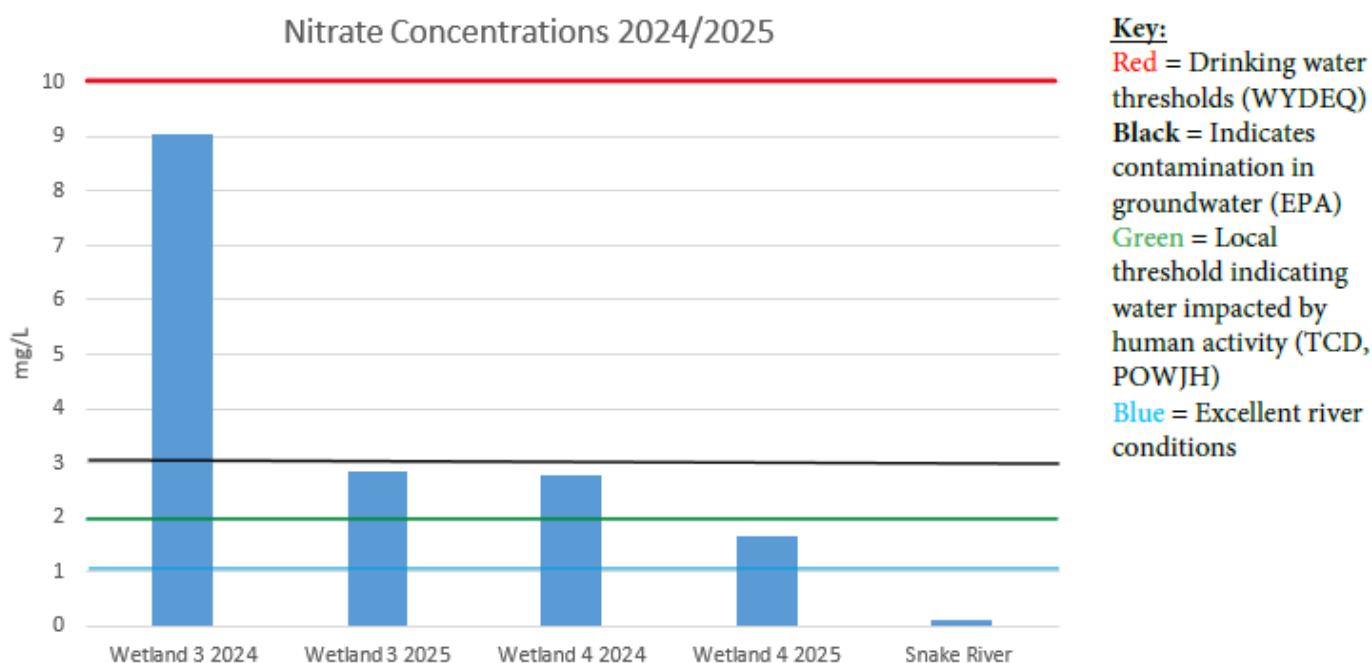


Figure 4: Maximum Nitrate Concentrations at different locations in 2024 and 2025

Ammonia concentrations are also of concern because high ammonia levels can be toxic to fish. Ammonia concentrations downstream of Wetland 4 were much lower than they were at the UV Treatment Building and remained below 5 mg/L throughout the 2024 and 2025 sampling seasons (see Figure 5, below). Toxicity is calculated based on temperature and/or pH, fish species, and fish life stage. Cutthroat trout were present in various life stages, so we used the most stringent short-term exposure toxicity criteria. Ammonia concentrations downstream of Wetland 4 did not reach acute criterion on any sampling day in 2024 or 2025. The additional wetlands decrease ammonia concentrations and also reduce the pH of the treated effluent. The lower pH increases the threshold for acute toxicity. Thus, the buffering capacity of the wetlands reduces the impact of ammonia in treated effluent in two ways. Total ammonia concentrations at the USGS sampling location in the Snake River downstream of the WWTP ranged from 0.015 to 0.05 mg/L during this time period, well below toxicity levels for fish in any temperature or pH. 30 out of 35 samples were below detection thresholds.

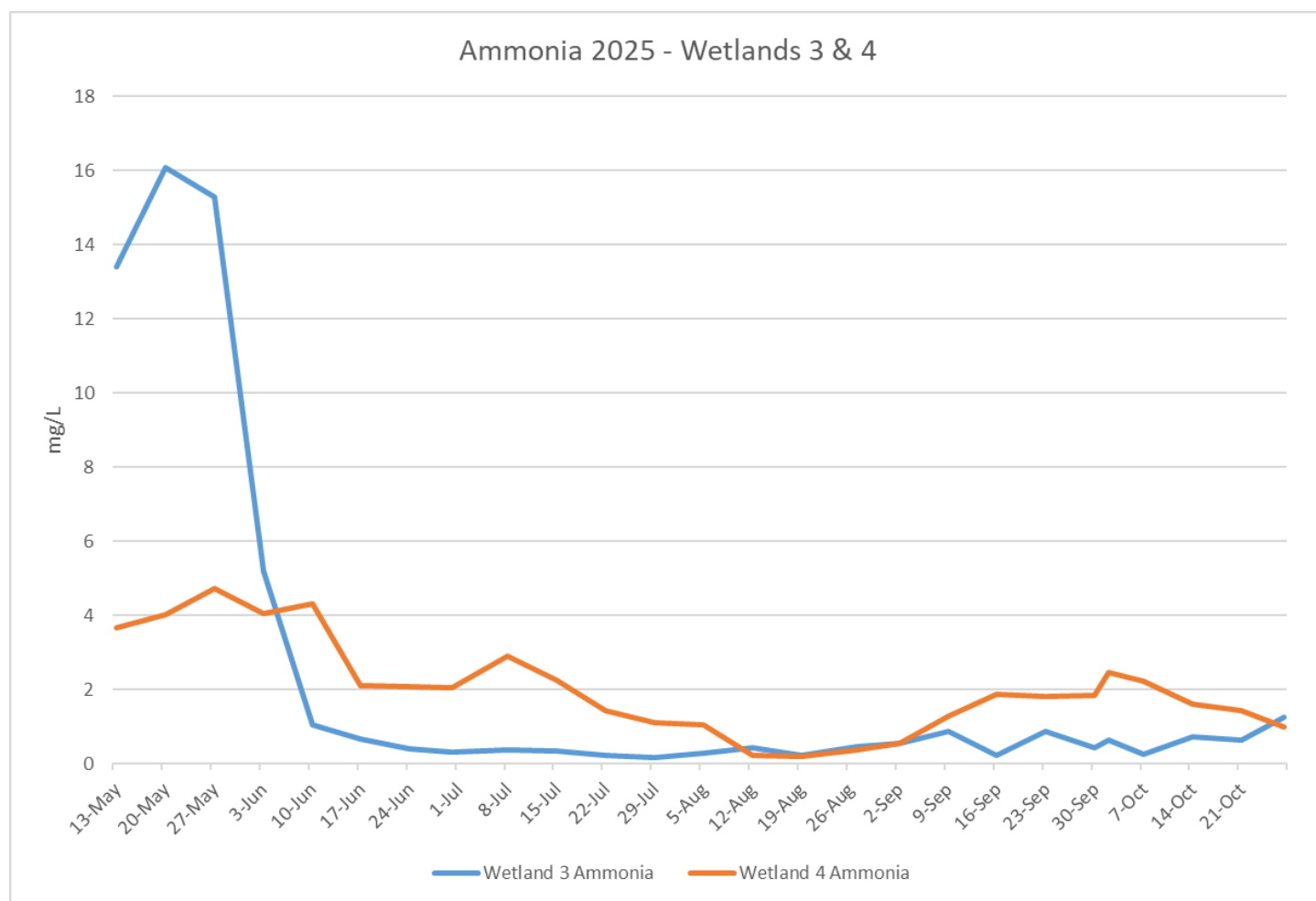


Figure 5: 2025 Ammonia concentrations (mg/L) in Wetland 3 and Wetland 4.

Phosphorus, another nutrient that can contribute to nutrient pollution, is also being tested downstream of Wetland 4. The Borrow Pond, Wetland 3, and Wetland 4 all have phosphorus concentrations lower than what is detected at the UV Treatment Building. The difference between Wetland 3 and Wetland 4 is less distinct for phosphorus.

Key Question 1:

What questions do you have regarding treatment at the WWTP and the additional testing conducted downstream of Wetland 4?

Key Question 2:

Do you support staff continuing additional testing downstream of Wetland 4, reporting results to Council in two years?

Staff recommendation:

- Staff recommends continuing voluntary monitoring downstream of Wetland 4 and presenting to the Council in two years.

Possible Alternatives:

- Council could direct staff to cease conducting supplemental water quality testing at the wetlands surrounding the Wastewater Treatment Plant, and to only conduct testing that is required by the Wyoming Department of Environmental Quality.
- Council could direct staff to present the monitoring results to Council at a different frequency than every two years.
- Council could direct staff to present this data within the Ecosystem Health Indicator Report.

Key Question #3:

Staff recommends sharing this data by posting the report to the Town's website, pushing it out through social media channels, publishing a Think Piece about it, and making it the focus of an upcoming 'Chat w/Council'. Does Council agree?

Alternatives:

- Council could direct staff to include this data as in the annual Ecosystem Health Indicator Report.
- Council could direct staff to not present the results.

Comprehensive Plan & Priority Alignment.

Principle 1.2 – Preserve and enhance surface water and groundwater quality.

Clean water is one of the most basic requirements of a healthy ecosystem and community. Protecting the water quality of Jackson and Teton County is essential to the ecosystem and scenic beauty that residents and visitors enjoy. In addition, the public has the right to clean, affordable drinking water. Stewardship of surface water bodies of all sizes, the Snake River Sole Source Aquifer, wetlands, riparian areas, and groundwater, is vital to sustaining healthy populations of native species and for the health and safety of the human community. Preservation of water quality includes water features, from small creeks to large systems, including the Snake River Sole Source Aquifer, due to its importance as the community's water source. Among other measures, it is integral to minimize pollution from wastewater and stormwater that cause water quality impairment and threaten overall ecosystem health.

Principle 2.5 – Reduce greenhouse gas emissions through waste management and water conservation

The community will reduce the amount of energy required to distribute, clean, and dispose of water and waste through conservation efforts. Our current water consumption and waste management practices will have long-term adverse impacts on the ecosystem and the community's energy demand if conservation measures are not pursued.

Fiscal Impact.

Water quality sampling supplies, shipping costs, and staff time cost the Town of Jackson \$3,000 to \$5,000 annually. The Teton Conservation District provides a 50% match for costs incurred.

Staff Impact.

It took staff in the Administration Department 8 to 10 hours to analyze the data, create charts, draft a report, write this staff report, and create slides for a presentation. It takes staff at the WWTP approximately 30 hours per year to conduct this additional testing.

Attachments or Links.

- WWTP Wetlands Testing 2024-2025

Suggested

I move to direct staff to continue collecting water quality data downstream of Wetland 4, to present results to Council in two years, and to share the data publicly through the Town's website, social media, a published "Think Piece", and 'Chat w/Council'.

Motion.

2024-2025 Wastewater Treatment Plant Wetlands Testing



Figure 1: Aerial view of Town of Jackson Wastewater Treatment Plant lagoons

The Town of Jackson Wastewater Treatment Plant (WWTP) is located south of Town near the confluence of Flat Creek and the Snake River. It serves the Town of Jackson as well as many residences and businesses in Teton County that are connected to the Town's sewer system. The WWTP utilizes ten lagoons, and the microbes within them, to treat wastewater. After the effluent passes through all of the lagoons, it undergoes UV treatment that deactivates harmful viruses and bacteria. The Town of Jackson is required to test the final effluent at the UV treatment building and report the data to the Wyoming Department of Environmental Quality (WYDEQ). Water quality testing at the UV treatment building is the final testing location where the Town must comply with the Wyoming Pollution Discharge Elimination System (WYPDES) permit.

Treated effluent does not enter the Snake River directly after it passes through the final treatment in the UV treatment building. Instead, the treated effluent enters the Borrow Pond, where it is diluted with some freshwater from a small creek. It then passes through three existing small wetland ponds and a newly constructed (2023) wetland area, where natural processes further reduce concentrations of nutrients like nitrate, phosphorus, and ammonia. For several years, the Town has voluntarily tested treated effluent at the Borrow Pond and after the first three existing wetlands, before it entered the Snake River. Figure 1, below, shows the WWTP, Borrow Pond, the first three existing wetlands, and pathway to the Snake River used prior to summer, 2023. Figure

2, below, zooms out to show the greater area, the distance from the Snake River, and the other land surrounding the WWTP, with the area shown in Figure 1 highlighted within the red box.



Figure 2: Site Sketch of Wastewater Treatment Plant and first three wetlands

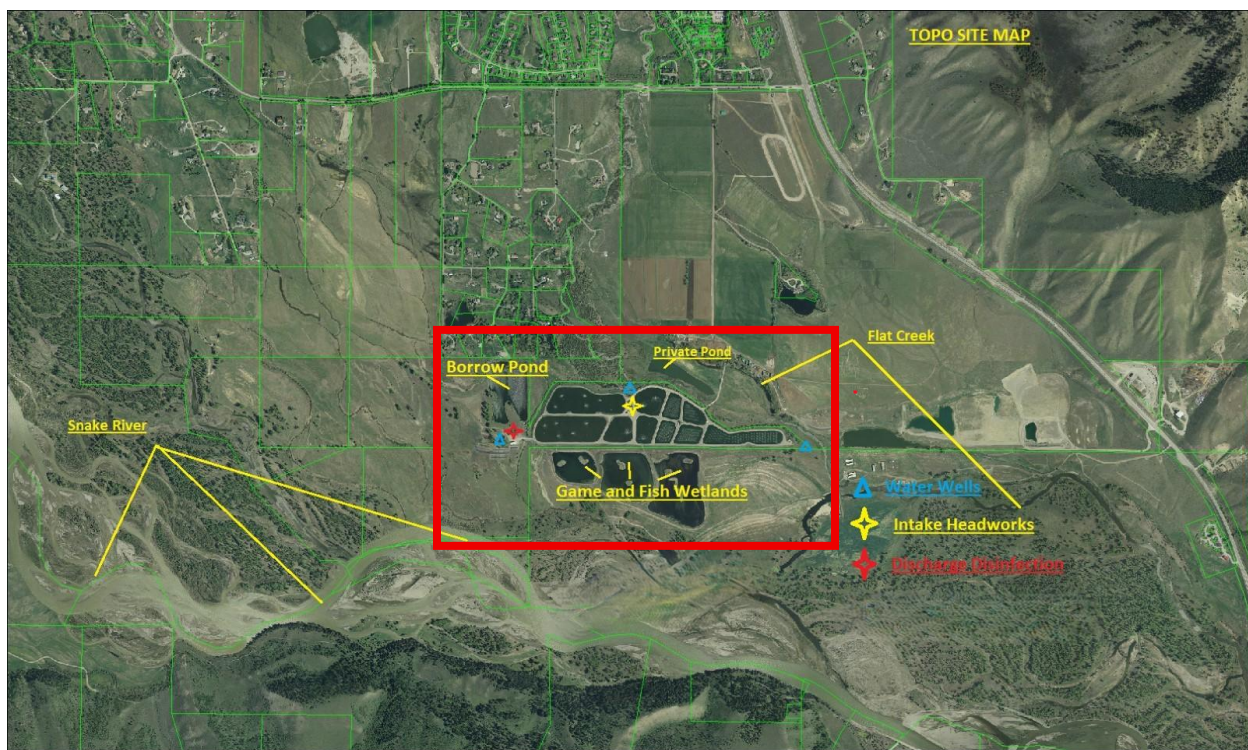


Figure 3: Wastewater Treatment Plant site view, including new wetland site.

LEGEND

- PROPERTY BOUNDARY
- WASTE WATER FLOW DIRECTION
- WATER FLOW DIRECTION
- SOUTH PARK WMSA WATER FLOW DIRECTION
- 2022 IMPROVEMENTS WATER FLOW DIRECTION
- EMERGENCY OVERFLOW
- SOUTH PARK WMSA FLOW DIRECTION REMOVED
- SOUTH PARK WMSA DISCHARGE LOCATION
- PRIMARY FLOWPATH

LOCATION MAP
SCALE: 1"=500'

PROJECT: SOUTH PARK WETLAND MARSH ENHANCEMENTS
SHEET TITLE: LOCATION OF ENHANCEMENT PLANS
WATER DIRECTION EXHIBIT

DESIGN ENGINEER: KEVIN FALKNER, P.E.
(970) 590-1545

CONSTRUCTION ENGINEER: THOMAS FALKNER, P.E.
(970) 682-3575

DATE: 05/03/2021

SCALE: 1"=500'

PROJECT: SOUTH PARK WETLAND MARSH ENHANCEMENTS
SHEET TITLE: LOCATION OF ENHANCEMENT PLANS
WATER DIRECTION EXHIBIT

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(970) 682-3575

DATE: 05/03/2021

SCALE: 1"=500'

Starting in August of 2023, with financial support from the Teton Conservation District, the Town of Jackson began testing the treated effluent after it passes through the new Ducks Unlimited wetlands, hereafter referred to as “Wetland 4”, to understand how the additional wetland influences the quality of the effluent before it enters the Snake River. Data from 2023 is not included in this report because the wetland was in its early stages.

In 2024, the Town collected data downstream of Wetland 4 from May through November. Attempts to gather samples in winter were thwarted by the presence of elk close to the sampling site. Preliminary results show a consistent decrease in ammonia, nitrate, and phosphorus when compared to data collected downstream of Wetland 3.

Nitrates:

Nitrates are a byproduct of human waste that are also found in fertilizers, pet waste, livestock manure, and more. In freshwater, excessive nitrate concentrations can contribute to eutrophication, a process in which excess nutrients can lead to algal blooms that then deplete water bodies of oxygen and harm aquatic species. In drinking water, high nitrate levels can interfere with the body's ability to carry oxygen, especially in infants, and are associated with increased risk of some cancers, thyroid problems, and adverse pregnancy outcomes. In 2024, nitrate concentrations downstream of Wetland 4 were significantly lower than at the UV treatment building, never exceeded 3 mg/L, and only exceeded 2 mg/L on three occasions in late August and early September. In 2025, nitrate concentrations downstream of Wetland 4 never exceeded 2 mg/L.

In Wyoming, the primary maximum contaminant level (MCL) for nitrates in *drinking water* is 10 mg/L. 10 mg/L is also the discharge limit for mechanical treatment plants regulated by the Wyoming Department of Environmental Quality (WYDEQ) Underground Injection Control program. No effluent samples taken downstream of Wetland 3 or downstream of Wetland 4 exceeded 10 mg/L on the dates tested in 2024 or 2025. However, Wetland 4 appears to provide buffering capacity above and beyond that provided by the first three wetlands.

While the Wyoming DEQ MCL for nitrates in drinking water is 10 mg/L, the United States (US) Environmental Protection Agency (EPA) considers concentrations greater than 3 mg/L indicative of contamination in groundwater used for drinking. Some local organizations, including Protect Our Water Jackson Hole and the Teton Conservation District, consider drinking water with nitrate concentrations greater than 2 mg/L to be impacted by human activity and advise that water at or above this level should not be consumed. The outflow from Wetland 4 is *not* drinking water; drinking water standards are used for comparison only.

The United States Geological Survey (USGS) tests nitrate and nitrite concentrations in the Snake River downstream of the Wastewater Treatment Plant, near the intersection of Henry's Road and Highway 189. Between June 21, 2023, and August 6, 2025, these samples show nitrate concentrations ranging from 0.014 mg/L to 0.095 mg/L. Nitrate was not detected in more than half of the samples, indicating concentrations below 0.005 mg/L to 0.044 mg/L depending on the sample. Nitrite was detected in only 2 out of 33 samples. Nitrate concentrations of less than 1.0 mg/L in rivers are considered excellent.

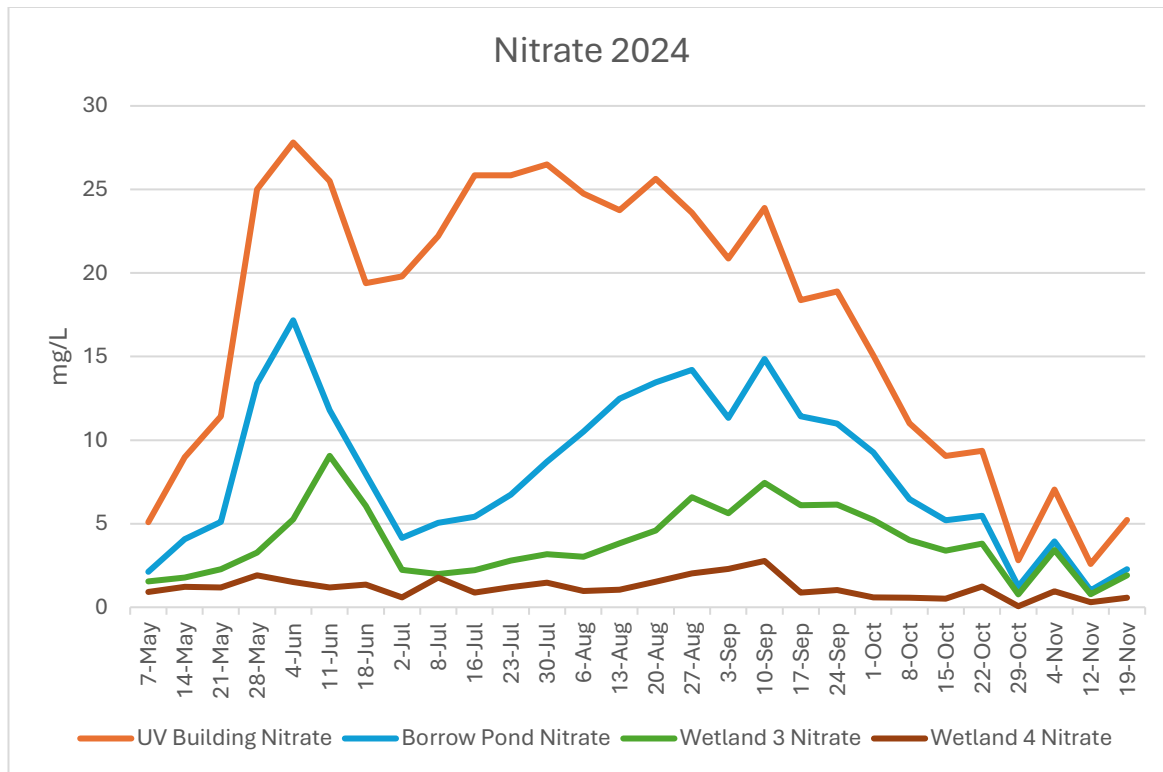


Figure 5: 2024 Nitrate concentration at the UV Building, Borrow Pond, Wetland 3, and Wetland 4.

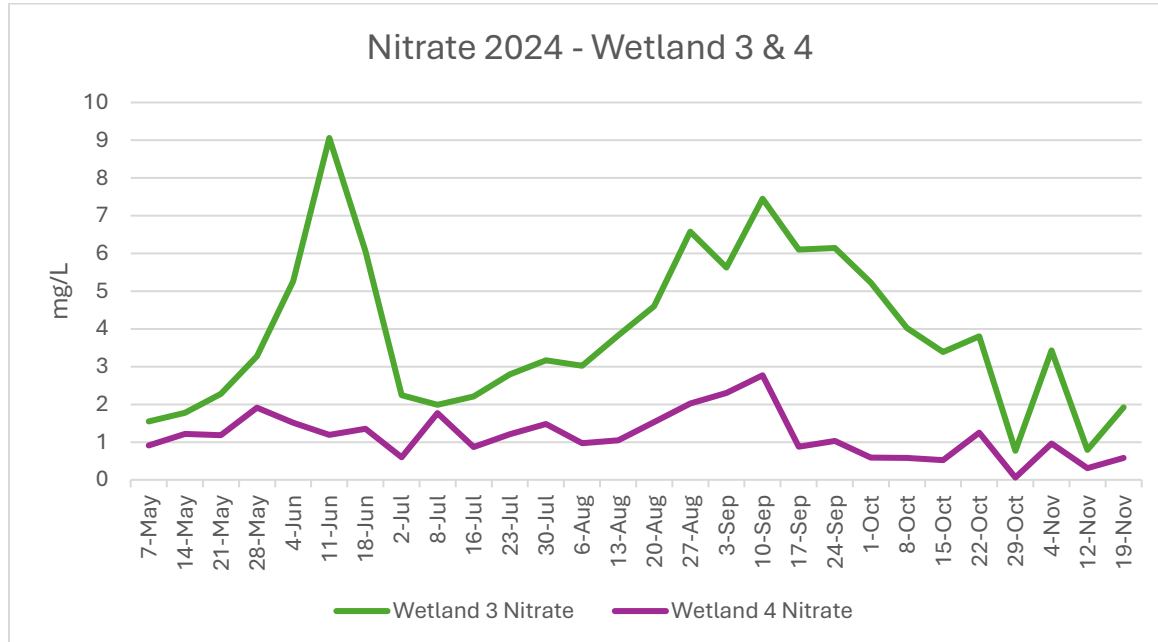


Figure 6: 2024 Nitrate concentration at Wetland 3 and Wetland 4.

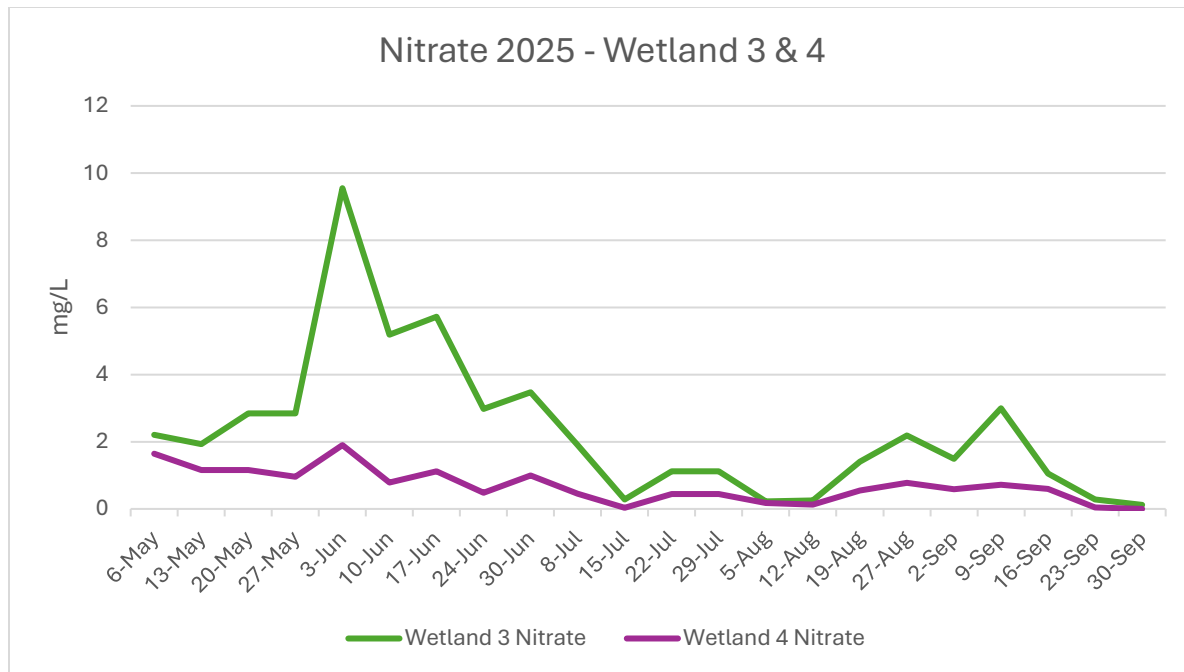


Figure 7: 2025 Nitrate concentrations at Wetland 3 and Wetland 4.

In Figure 8, below, the maximum nitrate concentration each season is recorded. For comparison, the red, black, green, and blue lines indicate, respectively, WYDEQ thresholds for nitrate in drinking water, US EPA thresholds indicating contamination in groundwater, local thresholds indicating water impacted by human activity, and concentrations considered “excellent” in rivers.

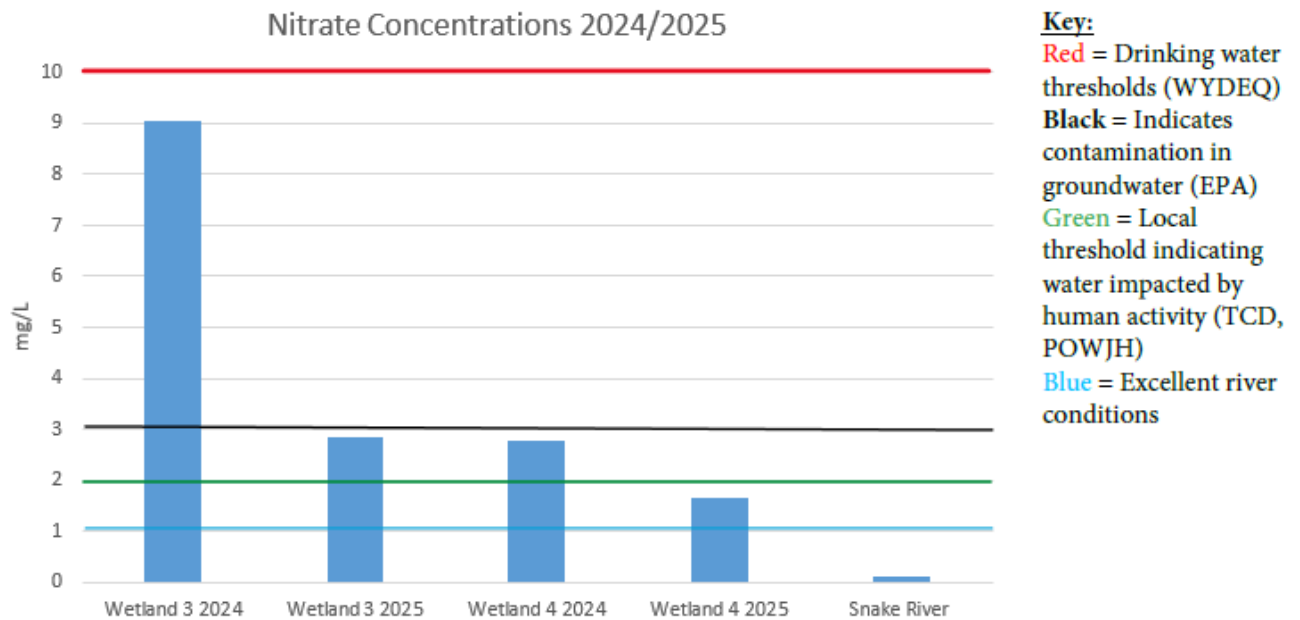


Figure 8: Maximum Nitrate Concentrations at different locations in 2024 and 2025

Phosphorus

Phosphorus is another nutrient present in wastewater that can contribute to eutrophication. In 2024, total phosphorus remained lower downstream of Wetland 3 than at the UV treatment building throughout the season and never exceeded 4 mg/L. In 2025, total phosphorus exceeded 4 mg/L on one date, June 3, with a concentration of 4.18 mg/L.

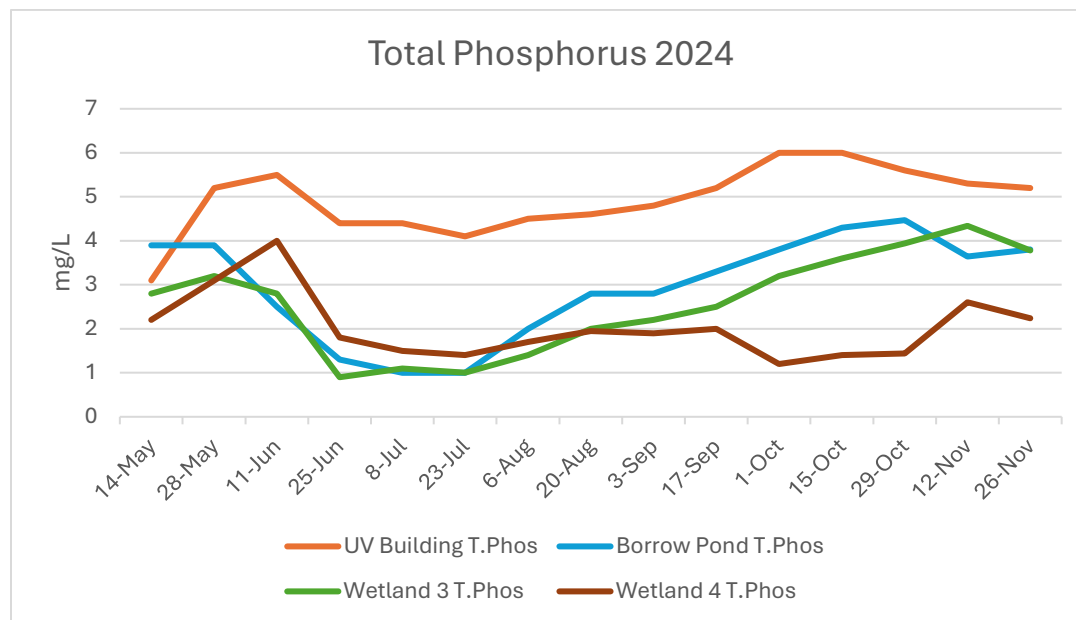


Figure 9: 2024 Phosphorus concentration (mg/L) at the UV Building, Borrow Pond, Wetland 3, and Wetland 4.

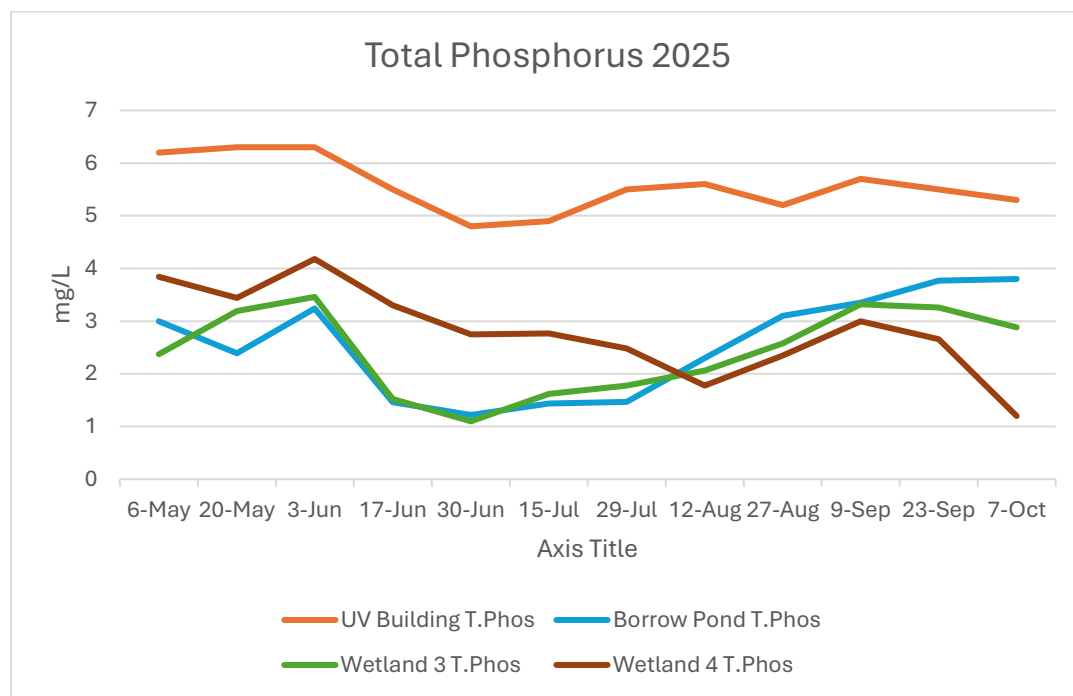


Figure 10: 2025 Phosphorus concentration (mg/L) at the UV Building, Borrow Pond, Wetland 3, and Wetland 4.

pH

In 2024, effluent pH at the UV treatment building consistently ranged between 7.35 and 7.84, increased at the borrow ponds and the first three wetlands, and then decreased downstream of Wetland 4. In 2024, Wetland 4 pH samples ranged from 7.11 to 8.31. In 2025, Wetland 4 pH samples ranged from 7.18 to 7.64. The new wetland appears to provide some buffering capacity before the treated effluent enters the Snake River.

Wyoming DEQ limits pollution in surface waters to amounts that will not cause the pH to be less than 6.5 or greater than 9.0. A pH between 6.5 and 8.5 is considered safe for aquatic life. In 2024 and 2025, treated effluent was within that range when it entered the Snake River. A lower pH also raises the acute toxicity threshold for ammonia.

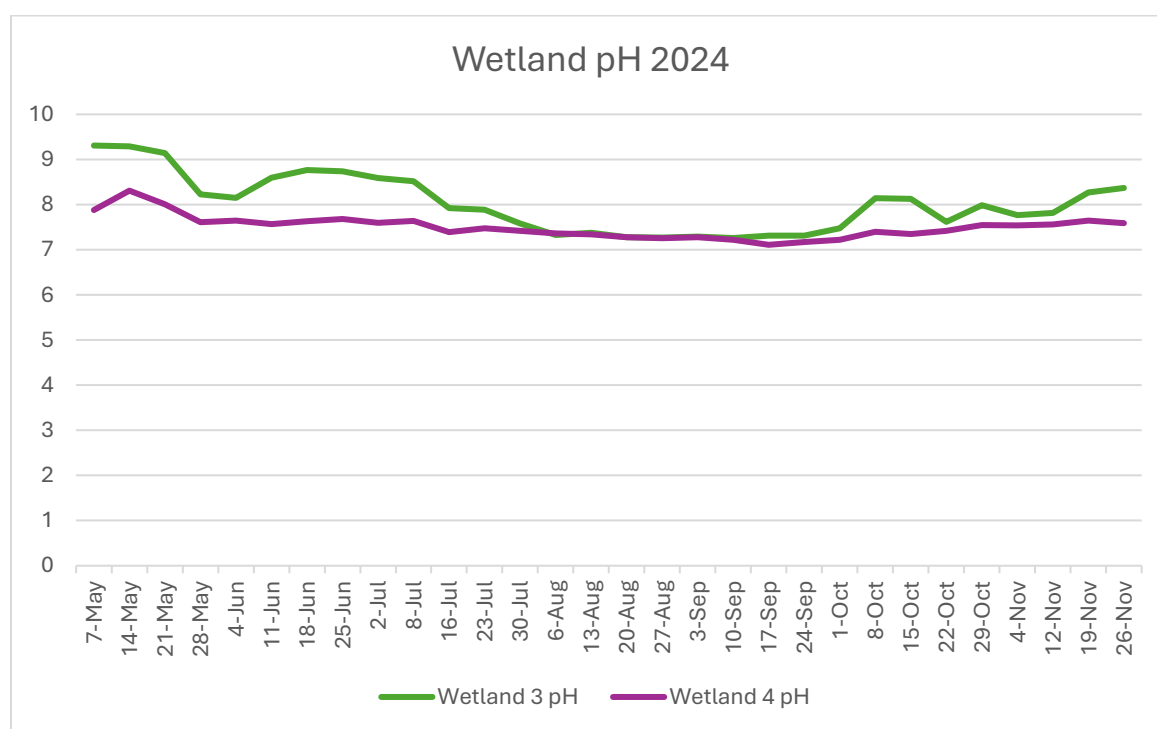


Figure 11: 2024 pH at Wetland 3 and Wetland 4.

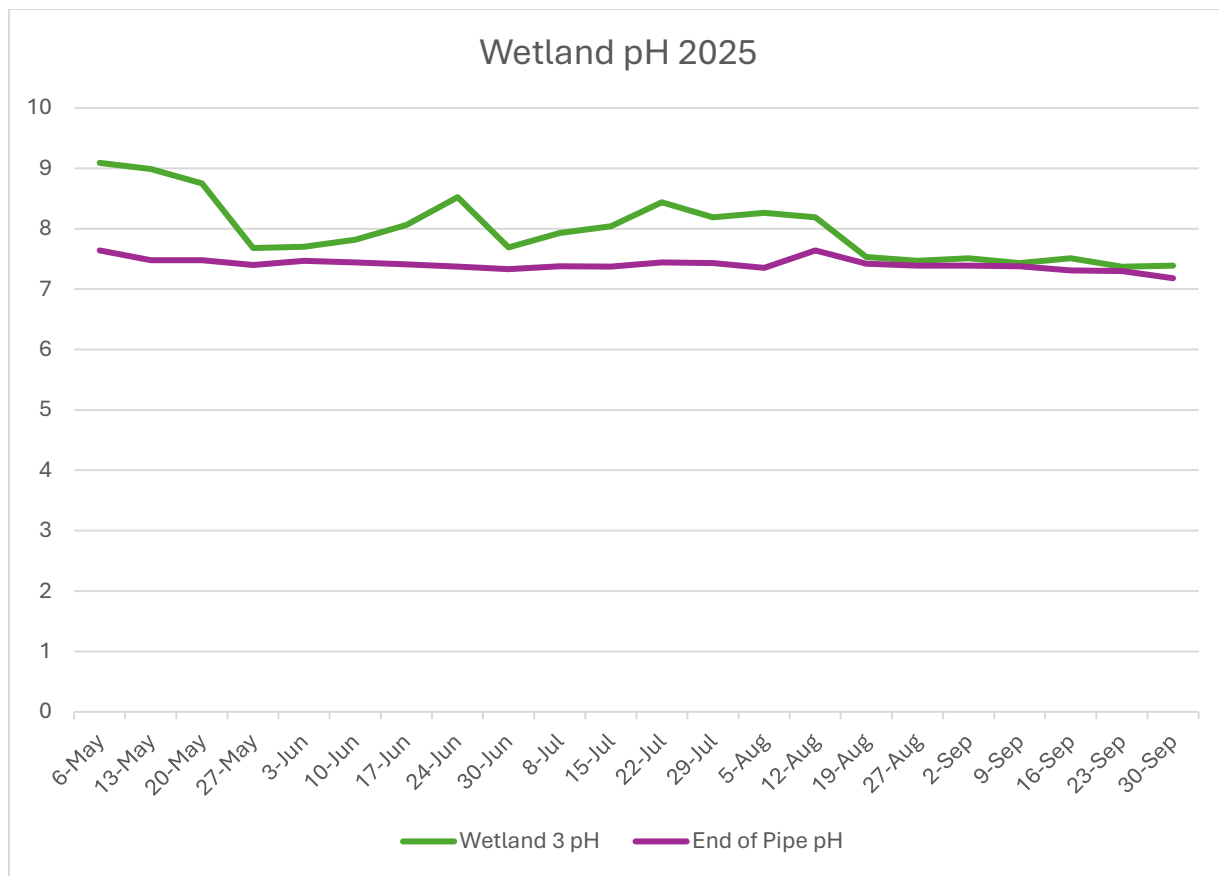


Figure 12: 2025 pH at Wetland 3 and Wetland 4.

Ammonia

Ammonia is a byproduct of wastewater that is present in effluent. It is toxic to fish in high concentrations. In 2024, the ammonia concentration downstream of Wetland 4 were significantly lower than at the UV treatment building in the spring, averaging 2.225 milligrams per liter (mg/L) in early May downstream of Wetland 4 compared to 32.5 mg/L at the UV treatment building. Ammonia concentrations remained below 5 mg/L downstream of Wetland 4 during both the 2024 and the 2025 sampling seasons.

Ammonia toxicity is calculated based on temperature and/or pH, fish species, and fish life stage. Cutthroat Trout are present in the Snake River in various life stages, so we use the most stringent short-term exposure toxicity criteria. Ammonia concentrations downstream of Wetland 4 did not reach acute criterion on any sampling day in 2024 or 2025. Ammonia levels downstream of Wetland 3 occasionally exceeded acute values in the spring. The additional wetlands decrease ammonia concentrations and also reduce the pH of the treated effluent. The lower pH increases the threshold for acute toxicity. Thus, the buffering capacity of the wetlands reduces the impact of ammonia in treated effluent in two ways.

Total ammonia concentrations at the USGS sampling location in the Snake River downstream of the WWTP between June 21, 2023, and August 6, 2025, ranged from 0.015 to 0.05 mg/L, well under toxicity levels for fish in any temperature or pH. Ammonia was not detected in 30 out of 35 samples, indicating concentrations below 0.026 mg/L or less.

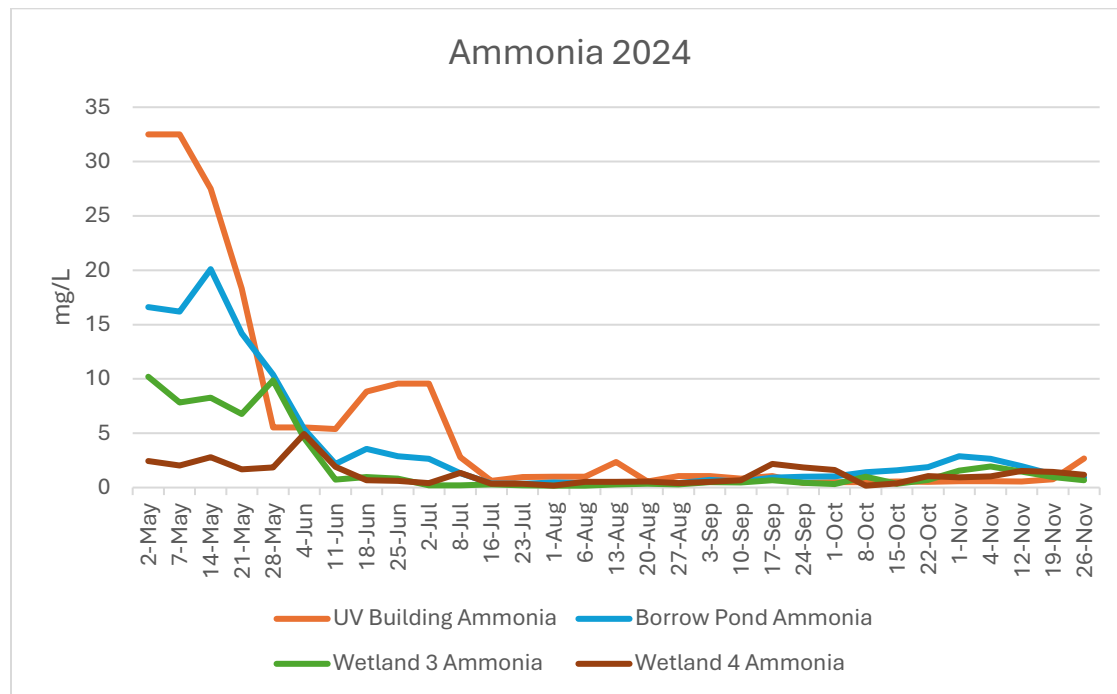


Figure 13: 2024 Ammonia concentrations (mg/L) at the UV Building, Borrow Pond, Wetland 3, and Wetland 4.

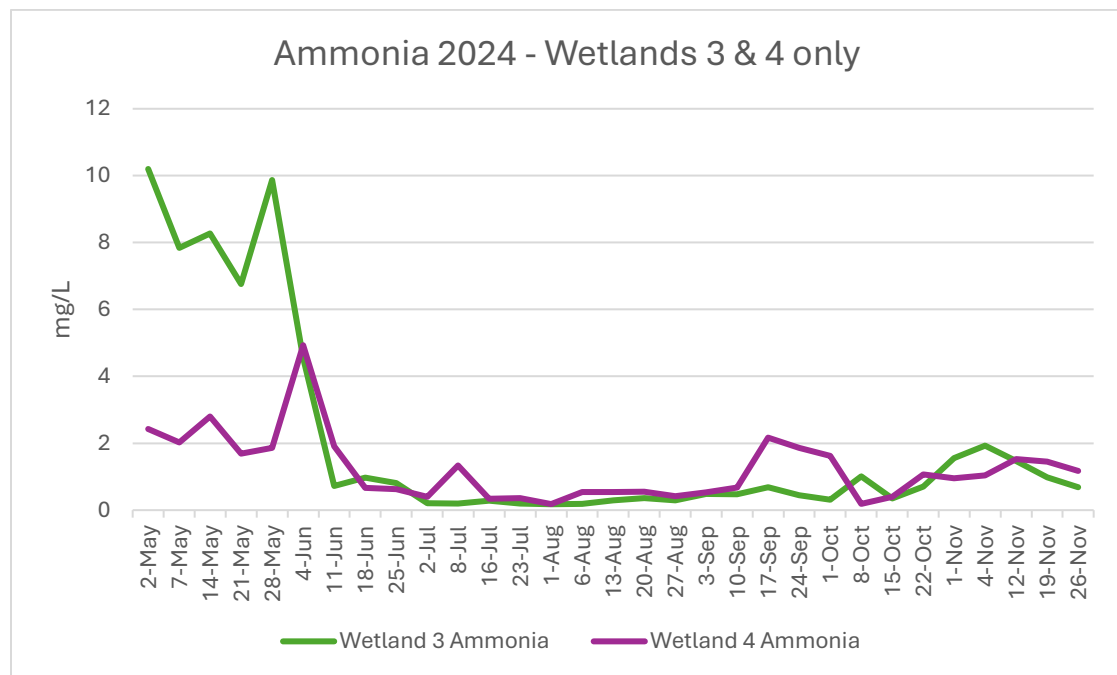


Figure 14: 2024 Ammonia concentrations (mg/L) downstream of Wetland 3 and Wetland 4.

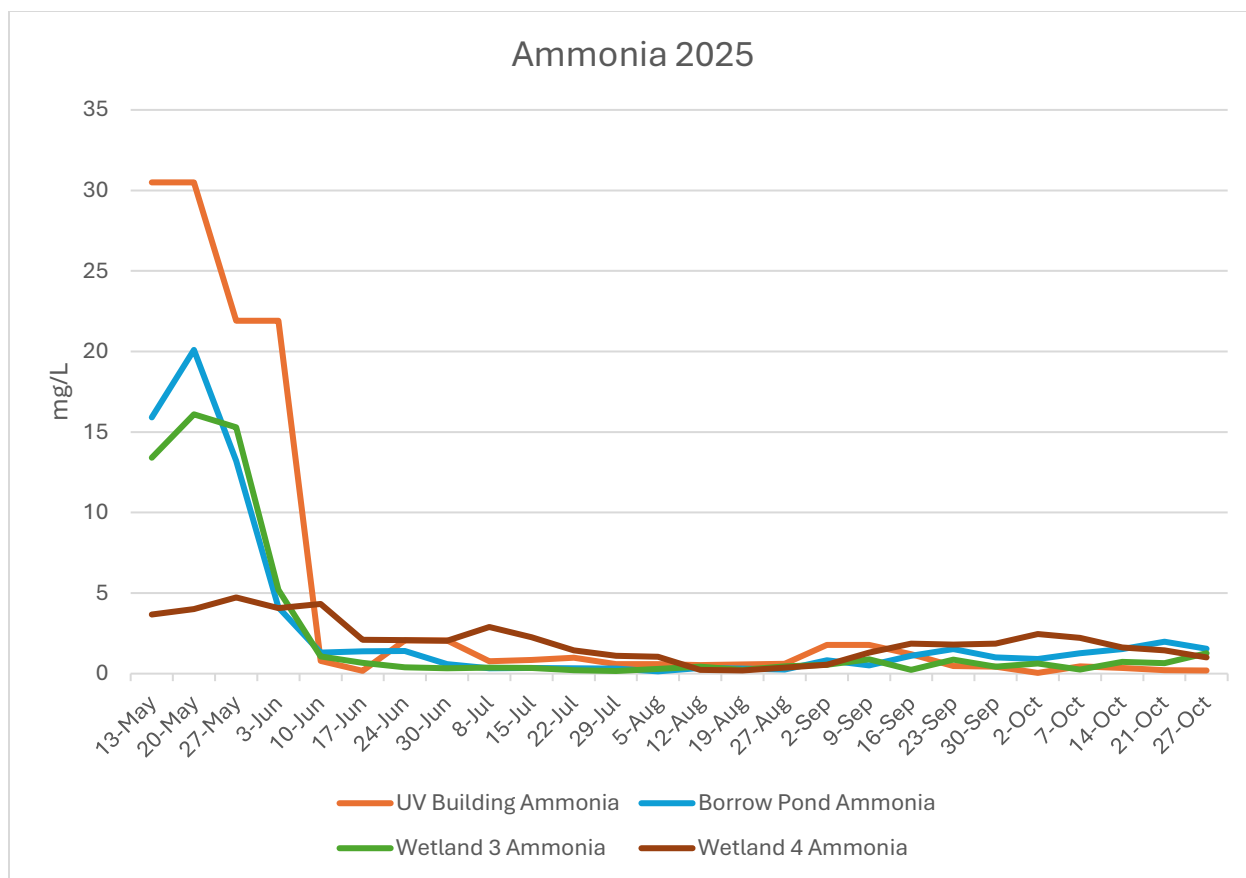


Figure 15: 2025 Ammonia concentrations (mg/L) at the UV Building, Borrow Pond, Wetland 3, and Wetland 4.

Summary

Preliminary results suggest that the quality of treated effluent downstream of Wetland 4 is within a healthier range than the effluent samples taken in the UV treatment building and is also within a healthier range than the samples taken at the end of the first three wetlands. The new wetlands appear to have a positive impact on water quality, such that the treated effluent entering the Snake River could meet drinking water standards for nitrate and does not exceed acute toxicity criterion for ammonia in bodies of water in which salmonids are present. The USGS data suggest that once the treated effluent enters the Snake River and is further diluted, nitrate and ammonia concentrations are very low and are not considered to be harmful to aquatic life.

These results suggest that the additional wetlands improve the quality of the treated effluent from the wastewater treatment plant before it enters the Snake River. However, it can take several years for a new wetland system to be established, and the results could change over time. Additionally, data has not yet been collected during mid-winter. It is important to continue monitoring downstream of Wetland 4 for at least 3 to 5 years and to get winter samples during at least one winter season to better understand the benefits of the additional wetlands.

SCOPING STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Regular
Submitting Department:	Administration & Legal	Presenter:	Tyler Sinclair & Lea Colasuonno
Agenda Item:	Third Party Review of Virginian Development Project Scoping Staff Report	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council directed staff to draft a Scoping Report about the time and staff capacity to work with a third-party to undertake a review the Virginian development project.

Requested Action.

Please consider this item in tandem with Council's calendar and work plan to determine how much time, if any, staff should spend working with a contractor to undertake a third-party review of the Virginian development project.

Recommendations.

Staff believe this initiative is a discrete task that can be incorporated into the current workload.

Background.

At the October 20, 2025 meeting, Town Council voted for staff to draft a Scoping Report about the time and staff capacity it will take to work with a contractor to undertake a third-party review of the Virginian development project. Staff understands the Council's request is to identify the impact on Council, the impact on staff, and the impact on the community. Staff is also including an estimate of the fiscal cost, if any, of the Council having a third-party undertake a review of the Virginian development project so that Council can consider all the implications of moving forward with this initiative.

Staff estimates time to consider this initiative at Council meetings will be approximately 1 hour at one Council meeting, 35 hours of staff time, and a minimal amount of community engagement.

The table under staff impact identifies the projected amount of time this item will take for both staff and Council. In considering direction to staff on moving this initiative forward, staff requests Council consider the following points:

- A. The impact on Council's priorities and workplan.
- B. The impact on staff and their ability to carve out time from their regular work tasks to work on this initiative.
- C. The fact that the final product will be provided in, approximately, 30 business days.
- D. The capacity of the community to fully engage on this initiative relative to other initiatives under discussion.

Analysis & Key Policy Questions.

As set forth above, staff has identified it as a discrete task, and thus the Council need not consider delaying, deferring, or replacing other already agreed upon Council priorities.

Key Policy Question No. 1: Does the Council agree with staff's understanding of the initiative being proposed?

- Staff understands that this initiative will result in staff working with the contractor doing the third-party review preparing a timeline for completion, scheduling time at Council meetings, and drafting and completing appropriate staff reports.

Key Policy Question No. 2: Does this initiative have significant impact on staff's ability to manage their regular workload and Council's already scheduled priority initiatives?

- If Council supports this item at this time, staff recommends Council make a motion to direct the Town Manager to use professional services to hire and work with a contractor to undertake a third-party review of the Virginian Project at staff's next opportunity. Considerable time is already planned by staff and Council for the review and consideration of the 90 Virginian Lane development over the next 30 days. Other priority projects will need to be adjusted in order to make available time for this time sensitive project.

Key Policy Question No. 3: Does the proposed initiative have an impact on Council's priorities and workplan?

- No. The Virginian Project is current a priority of the Town Council and, while this is an added facet of that priority, it does not replace, delay, or defer other priorities.

Key Policy Question No. 4: Does the proposed initiative necessitate significant community engagement?

- No. Public engagement has been ongoing during the review of the overall project as directed by Council.

Key Policy Question No. 5: Does the Council want to move forward with the scope of work attached to the staff report?

- Who: Researcher's Development
 - California company with national experience evaluating and estimating large-scale development projects
- Work Product:
 - Option 1: Scope A only
 - Neutral-third party evaluation and report on the fundamentals of the project including preliminary cost estimate; assessment of the site development in total (Site Plan, Geotechnical-Data, ALTA Survey, SD Civil Planset, other documents on availability basis); review of the Development Agreement; if requested and necessary materials provided, a grading takeoff.
 - Option 2: Scope B: (only available with Scope A)
 - Neutral-third party analysis of the land residual value based on the land basis; assessment of development costs, and available market information to assess financial feasibility (including deed restrictions); review schedule to assess and comment on reasonableness of the projected development timeline; highlight significant items relating to cost and/or timing; memo summarizing findings.
- Delivery Date: within 30 business days of execution of contract

Fiscal Impact.

The fiscal impact of moving forward with hiring and working with a contractor to undertake a third-party review of the Virginian Project is approximately \$18,500. This is an unbudgeted expense that would require a budget amendment with funding being allocated from the General Fund.

Staff Impact.

The following table identifies the projected amount of time this item will take for both staff and Council.

Department Staff	Time Required
Town Manager	10
Town Attorney	10

Other Staff	15
Town Council	1

Attachments or Links.

Scope of Work

Suggested Motion.

I move to direct the Town Manager to hire and work with Developer's Research to undertake a third-party review of the Virginian Project, including _____ (Scope A or Scope A&B).



November 13, 2025

Ms. Lea Colasuonno
Town of Jackson
150 E. Pearl Ave.
Jackson WY 83001
lcolasuonno@jacksonwy.gov
(307) 734-3497

Re: Virginian – Town of Jackson, WY – 211 DU

Dear Mr. Colasuonno,

Thank you for requesting a proposal for consulting services from Developers Research. This proposal is valid for 30 days.

Scope of Work	Scope A: To prepare the preliminary cost estimate including impact fees, we will review the Plat, Site Plan, Development Agreement, Geotechnical-Data Report, ALTA Survey, SD Civil Planset and other documents provided by you. If desired, we can also prepare grading takeoff, <i>*We will need topo and pad elevations in AutoCAD to prepare the grading analysis.</i> Scope B: We will analyze the land residual value based on the land basis, development costs, and available market information in order to help determine the projects financial feasibility. Additionally, we will review the developer's schedule to assess and comment on the reasonableness of the projected development timeline. Our summary memo will also highlight significant items relating to cost and/or timing.	
Fee		
Scope A: Preliminary Cost Estimate & Grading Takeoff	\$12,000	Initial _____
Scope B: Summary Memo & LRV	\$6,000	Initial _____
Total	\$18,500	
Retainer	\$9,000	Initial _____
Payment Terms	Final payment is due upon delivery of the final report	

Deliverables	One PDF Draft copy and one PDF Final copy of the finished report as well as a valued excel model. We will also include the color-coded takeoffs and exhibits.
Delivery Date	Delivery of the final report will be completed according to the following Delivery Schedule
Delivery Schedule:	
Draft Report	25 Business Days Initial _____
Final Report	Approximately 2 days after completion of the Draft review; however, the Final report may require additional time based on the timeliness and coordination of all parties and the complexity of the findings
Start Date	Upon receipt of signed proposal and all the requested project information
Acceptance Date	Date of execution of proposal
Exclusions	This proposal does not include the following: Gantt Chart, Variance Analysis, or Vertical Construction Cost Estimate

Our proposal includes one meeting to review our “Discussion Draft Analysis” and the time to make requested updates from you and your consultants prior to providing the final draft.

We will email you when we have completed the scope of work described in this agreement.

If you request additional services after our Final Draft then these updates, conference calls and/or additional meetings will be billed on a time and materials basis. Any updates or changes resulting from new improvement drawings or additional documents will also be considered an additional scope of work.

In the event you instruct us to stop work prior to completion of our estimate, we will bill you for the actual time incurred at our current standard billing rates.

If you agree to the terms, please sign and date this document, then scan and email to lo@dev-res.com. If you have any questions or concerns, please give us a call (949) 861-3300.

Thank you for the opportunity to serve you.

Sincerely,
Developers Research



Laura Oldham
Principal

Agreed and acknowledged by:
Town of Jackson

Ms. Lea Colasuonno
Town Attorney

Assumptions, Terms and Conditions

Meetings: This proposal includes general client and/or consultant conversations, as well as one meeting for the presentation of the Discussion Draft Analysis and the time to make requested updates from you and your consultants prior to providing the final draft. If the general client and/or consultant meetings exceed the agreed hours for this project, the excess meetings will be billed on a time and material basis.

Additional Information Received: If after commencement of our work, we are presented with additional information or the electronic files require adjustment, we will notify you as soon as possible regarding an addendum to our proposal to address the modified scope of work.

Modification of Proposal: If you modify the scope of work as stated in this proposal during our study, we will notify you of this change by email or letter. If you do not agree to the additional work, we will only be required to perform the work described in this scope.

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Regular Evening Meeting
Submitting Department:	External Affairs	Presenter:	Susan Scarlata
Agenda Item:	Community Engagement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider community engagement methods and recommendations from staff about ways to gather insight and perspective from a wide variety of voices across different segments of the community.

Requested Action.

Staff requests that Council consider, discuss, answer key questions, and direct staff to contract with Voices JH to establish a Working Group focused on the Town's Sister City relationship with Hueyotlipan in Tlaxcala, Mexico and to help educate Voices JH members about local government.

Recommendations.

Staff recommends Council direct staff to work with Voices JH to establish a Working Group focused on the Town's Sister City relationship with Hueyotlipan in Tlaxcala, Mexico and to help educate this organization and its network about local government.

Background.

Previously, staff laid out the possibility of the Town creating and stewarding a Community Engagement Task Force to help educate community members about the Town, increase familiarity with services and policies, and act as ambassadors for Town services and projects. The External Affairs team envisioned utilizing this Task Force as a resource to help educate different segments of the community and learn about local government. After further thought and discussion with Council and colleagues, staff now, instead, recommends continued work and partnership with the organization Voices JH to accomplish similar goals. Voices can help the Town continue to welcome people with varied backgrounds into local government to learn about Town services, programs, and initiatives and share their perspective. The Town has worked with Voices regularly since 2020 to inform its extensive network each month and to consult and involve Voices' members through surveys, focus and working groups.

To review how we got here, during discussion of the Town's Strategic Communications Plan in July of 2025, Council directed staff to bring back possibilities related to establishing a Community Engagement Task Force. As stated in the 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 the 'Engagement Spectrum' to build relationships and connect with and learn from community members as we engage with and educate about the Town's work. While we inform community members on a daily basis, the Town also benefits from deeper work to consult and involve people in the Town's programs and initiatives. At Council's October 20 Workshop, staff presented the potential of establishing a Community Engagement Task Force and noted that with more time, staff would continue to socialize the idea with departments and directors to get more perspective about a potential Engagement Task Force. The item was continued, and staff utilized the intervening time to discuss, consider, and, ultimately re-envision the best use of Town resources for in-depth engagement with members of our community who are not regular participants in local government.

We are also providing background about where we are with the Town's Sister City relationship with Hueyotlipan in Tlaxcala, Mexico as this initiative is the first that staff will recommend partnering with Voices JH about.

Background on Sister City Relationship: In March of 2024, Town Council passed Resolution #24-02, Establishing a Sister City Relationship with Tlaxcala, Mexico. The Resolution highlights the similar geographies our two areas have in common, with mountains, national parks, and seasonal visitors. Further, it emphasizes the shared cultural heritage between Tlaxcala and Jackson as many Tlaxcaltecs have moved to, worked in, and settled in Jackson over the last 30

years. In April of 2024 Town Council officially established a Sister City relationship between the Town of Hueyotlipan “Hueyo” and Jackson and exchanged official resolutions in-person. The Mayors of both municipalities at that time participated in a series of events at Town Hall, the Center for the Arts, and other places around Jackson establishing this relationship and celebrating Tlaxcala’s cultural heritage.

In May of 2025, Jackson Hole High School students made public comment to Town Council requesting that the Town continue to work on building this Sister City relationship. These comments focused on how important this relationship is to help students with Mexican heritage see their culture celebrated and help those that do not have Mexican ancestry gain a better understanding and appreciation of their fellow students’ culture. Previously, in 2022, a delegation of students from Jackson Hole High School visited Tlaxcala and were welcomed to tour the city. The Town sent a portrait of the Tetons as an official gift, which Jackson Hole High School students passed to local officials in Tlaxcala. Since the events of 2024, administrations in both Towns have turned over, so in August of 2025, Town Council directed staff to send a letter of introduction to the current Mayor and City Council in Hueyo, which has occurred. The next item related to this Sister City relationship was for staff to bring back the proposal for members of a potential Community Engagement Task Force to work on it. Staff has now rethought that recommendation.

Analysis & Key Questions.

Since presenting a potential Community Engagement Task Force in late October, staff has re-envisioned the best use of Town resources for in-depth engagement with members of our community who do not regularly participate in local government. Through discussion with colleagues and other stakeholders, External Affairs staff gathered varied perspectives and also reviewed past work with Voices JH. Staff also listened to and participated in further discussions about engagement related to Strategic Budgeting, Water Conservation, and potential updates to the Comprehensive Plan. Combined, all of this shifted External Affairs recommendation toward bolstering the Town’s engagement efforts through more targeted efforts to consult and involve specific community members to continue bringing new voices to the Town’s decision-making processes.

Instead of having the Town establish its own Task Force, staff now recommends further work and partnership with the organization Voices JH to help the Town continue to welcome a variety of people into local government, gather their insight and perspective, and educate them about Town services, programs, and initiatives. The Town has worked with Voices JH regularly since 2020 for monthly outreach to its extensive network. We have also collaborated with Voices on a survey, a Working Group that informed the creation of the Sustainability Plan, and a Focus Group and Listening Session about updates to Gregory Lane. Through all three engagements, we gathered valuable input that otherwise would not have informed these projects. Reports that Voices created for two of these contracts are attached here to provide a sense of these engagement efforts. If directed, to further solidify the Town’s relationship, staff recommends working with Voices JH to do the following.

- Create & steward a Working Group to determine goals, objectives, and potential next steps for the Town’s Sister City relationship with Hueyo in Tlaxcala, Mexico with some youth participants.
- Educate Voices JH’s Eastern European and Latine groups about local government, civic engagement, and Town services, policies, and initiatives and bring members to Council Meetings, Workshops, or ‘Chats w/ Council.’
- Gather input and perspective through surveys and focus groups about Strategic Budgeting and, potentially, updates to the Comprehensive Plan.
- Eventually, work with Voices to help create an ‘Open Day’ at Town Hall & other facilities to welcome a broad variety of community members to the organization.

A continued and strengthened relationship between the Town and Voices JH will be a positive step toward “Shrinking the distance between the people impacted by decisions and those making them.”

The following Key questions address the first two bullets above. The other items will be incorporated into separate discussions about engagement and/or longer-term planning.

Key Questions

Key Question #1: Does Council want to direct staff to work with Voices JH to establish a Working Group focused on the Town's Sister City relationship with Hueyo in Tlaxcala, Mexico?

Key Question #2: Does Council want staff to include spaces for youth members of this Working Group?

Key Questions #3: Does Council want the Town to help educate Voices JH's Eastern European and Latine groups about local government, civic engagement, and Town services, policies, and initiatives and bring members to Council meetings and/or Chats?

Possible Alternatives.

Council could choose not to direct staff to further solidify its relationship with Voices JH or establish a Working Group to bolster the Town's Sister City relationship with Hueyo, Mexico.

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." Work on Community Engagement is entirely aligned with helping maintain and continue high quality of life related to educational, social, and cultural services. Thoughtful partnerships help these endeavors continue to expand and include the varied cultures and segments that contribute to and make-up our community.

Fiscal Impact.

If Council approves a Working Group in partnership with Voices JH, it will cost between \$5,000 and \$10,000 to contract with Voices JH. The intensive survey work that Voices performs, sitting with community members to complete surveys alongside them, checking for understanding, and gathering quality input and data, is charged per survey and is approximately \$10,000 for 200 survey responses. External Affairs did budget to support engagement work, so has funds in the FY26 budget for related activities.

Staff Impact.

The External Affairs Department sees Community Engagement as integral to its work as we seek to "Shrink the distance between the people impacted by decisions and those making them." Further, work with Voices JH is an appropriate and effective use of staff time and resources to bring in capacity through a consultant present in our community with connections to members of our community whose perspective is often under-represented in community conversations. This endeavor would help bring a wider variety of voices and perspectives into our Town government to also, ideally, have people, "Support what they are helping create." Staff anticipates spending approximately 75 hours annually of the Director of External Affairs time to establish and support these initiatives. The Public Information Officer will also be involved, providing support and perspective, spending approximately 50 hours annually on this initiative.

Attachments or Links.

- Voices JH report on engagement about Sustainability Plan
- Voices JH report on engagement about Gregory Lane

Suggested Motions.

Motion #1: I move to direct staff to work with Voices JH to establish a Working Group about the Town's Sister City relationship with Hueyo in Tlaxcala, Mexico, and to include youth members.

Motion #2: I move to help educate Voices JH's Eastern European and Latine groups about local government, civic engagement, and Town services, policies, and initiatives and to bring members to Council meetings and/or 'Chats.'



Participatory Planning for Equitable Climate Action in Jackson



Summary



Funding from Western Water Assessment supported the Town of Jackson on a participatory planning process to create and implement our Sustainability Plan. The funding enabled us to promote and conduct community engagement sessions in English and Spanish, conduct interviews in other languages to engage citizens in the planning process, gather input from a wide variety of community members, consider the needs of different stakeholders in our community, and incorporate that feedback into our plan.

Project Overview

01

Community Engagement Sessions

The Town of Jackson hosted community engagement sessions in English and Spanish. A survey was available for community members who could not attend in-person.

The funding enabled the Town of Jackson to work with a community-based organization, Voices JH, who recruited attendees, provided interpretation, led discussion tables, and summarized results in a report.

28 people attended the Spanish language community engagement event. The event included childcare in an adjacent room, a meal at the end of the workshop, a survey for all participants, and raffle prizes.



“It was a dynamic event and I liked it very much, everyone had the opportunity to share.”



02

Interviews

Voices JH interviewed ten people who spoke languages other than English and Spanish. Results were incorporated into their summary report.

03

Sustainability Task Force

A group of five residents of varying ages, professions, and backgrounds met 8 times over the course of 16 months for 2 hours each time. The task force dove deeper into issues facing our community and strategized ways our community can adapt to climate change, become more resilient, and communicate effectively to different sectors of the community.

Discussion topics included: water conservation, transportation, energy, waste and recycling, scenario planning, natural disasters, wildfire smoke readiness, and more. Guest speakers who are experts in topics such as energy, resiliency, and air pollution gave brief presentations and listened to feedback.

“...I had this perception that many people don't care about climate change, but the reality is that it affects everyone somehow. We just need to be ready to have these conversations because they impact us now and they will impact the generations to come.”



Outcomes

Increased participation in the planning process by community members.

Community member priorities were incorporated into the Sustainability Plan

Sustainability Task Force members raised key issues as Town staff began planning for implementation. Staff learned:

- Concerns and priorities of community members with varied backgrounds and professions.
 - More effective ways to communicate information to the public.
-

Guest speakers reported learning about the needs of community members with different backgrounds, such as how poor air quality may affect construction workers and people who work in early childhood, and how people prefer to receive information.



Participant Sentiment

Community Engagement Workshop

- 100% of participants were satisfied or highly satisfied with the format of the discussion
- 100% felt the event was important for the greater community all or most of the time
- 100% felt that their voice was heard all or most of the time
- 100% enjoyed the event all or most of the time

Sustainability Task Force

Before joining the task force, members rated their knowledge about the local impacts of climate change as 3.25 out of 5, on average. Self-ratings increased 31% to 4.25 after the task force.

“By all of us doing our part and sharing different opinions, we all come to the same place of wanting a better world. I also learned that camaraderie is the best option for change.”



1 Sustainability Task Force members averaged 4.75 out of 5 points when asked if their preparedness to adapt to climate change has increased since joining the group.

2 All task force members rated 5 out of 5 for how much they enjoyed participating in the group, and for how likely they are to participate in a group like this in the future.

3 Participants in the Sustainability Task Force reported an increase in their ability to adapt to the impacts of climate change.





Tanya Anderson
Ecosystem Stewardship Administrator
Town of Jackson
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www.jacksonwy.gov

Inclusion Report: *Gregory Lane*



**PREPARED FOR THREE ELEPHANT PUBLIC
RELATIONS & TOWN OF JACKSON**

MARCH 2024

VOICES JH  BUILDING BELONGING

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02	—	Methodology
03	—	Finding: Usage of Gregory Lane
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07	—	Finding: Flooding or Standing Water
08	—	Finding: Planning Priorities
09	—	Project Impact
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Community Context

The mission of Voices Jackson Hole is to engage and empower immigrant communities in the Teton region. Our Inclusion program ensures that immigrant communities have a voice in community decision making through inclusive qualitative and quantitative research. Voices actively involves immigrant families in community processes and enables them to directly share their experience, needs and voice with local decisionmakers.

Gregory Lane Project

The Gregory Lane project is a design and outreach project of the Town of Jackson and Jorgensen Associates. Three Elephant Public Relations sub-contracted Voices to collect input from immigrant families on the design elements of Gregory Lane. Voices conducted a Spanish speaking focus group and a series of interviews with Eastern European community members to ensure that the plan incorporates their needs and experiences.



Methodology

Focus group Interviews

On Friday, February 16th, Voices conducted a two hour Spanish language focus group specifically designed for Latine families. The focus group included childcare, dinner, and four raffle prizes. We were delighted to have a total of 17 participants.

Interviews with 6 Eastern European immigrants were conducted before February 16th, 2024 and each interview had a duration of approximately one hour. In appreciation for their involvement, participants received a gift card.

Questions & Analysis

The focus group and interview questions centered around three primary inquiries. The first inquiry delved into how participants had used Gregory Lane for the past 2 years. The second focused on concerns about Gregory Lane based on personal experiences and observations. The third centered on the participants opinions of what would be most important regarding Gregory Lane's re-design and planning.

To analyze the data collected from these discussions, a thematic coding approach was applied.

Latine: Gender neutral term for Latino or Latina
Eastern European: Immigrants who are from the eastern region of Europe

Usage of Gregory Lane

All participants had the opportunity to share the various ways they use Gregory Lane. Below are their responses. Prominent uses are highlighted in bold in no particular order.

- **Drive to work**
- **Drive to school**
- **Drive home**
- Drive to the location they volunteer
- Drive to use a recreation facility or a business
- Walk through zone
- Bike through zone

Aside from using the road because participants reside on Gregory Lane, the road is also used to visit family members, go to work, get to a recreation facility, or use a business. For example, one person shared they visit family members who live at the Timbers, while another shared they drop off items at work there. Other usages were to go to the pet store, UPS, Canva, the Jackson Hole Middle School, and Teton Literacy Center.

Other participants mentioned that they or their children use Gregory Lane for biking and walking. One focus group participant shared their children bike Gregory Lane to get to the Teton Literacy Center.

Moreover, participants elaborated that the Gregory Lane is a faster way to get to their destinations. For example, one interviewee shared they use that street as a shortcut to get to their apartment faster or to bypass traffic on their way to work.

Lastly, it was highlighted that there is no public transportation to schools and since the road is very dangerous for kids, some families use the road to drive their children to school. Also, few participants mentioned that there is no START bus stop on Gregory Lane, and that would be helpful to have for the families that live there.

Street Use Observation

The focus group participants and interviewees were asked to share their concerns about Gregory Lane based on their use of the street. Below are what participants find challenging about Gregory Lane in order of importance.

1. Road design (tight turns, snow storage, safety)
2. Safety issues for pedestrians and bicyclists
3. Flooding or standing water during the thaw season
4. Stormwater management, water filtration and water quality issues

Participants in the focus group and interviews emphasized the need for the road to be improved, especially if funds are available. Participants expressed the need for more trees, flowers, and connecting points to the town at the end of the roads, especially for the buses. Participants mentioned the importance of Gregory Lane being a place where people can live safely, and also a place that provides access to services such as NPT, Canva, Wyoming Construction Company, and Mike's Body Shop & Welding. Participants stressed that the priority should be the safety of pedestrians, children and of vehicles.



Road Design: Tight Turns and Safety

Participants in the focus group and interviews believed that the road design is one of the most concerning topics. One area of concern mentioned was the downhill area at the entrance of Gregory Lane close to Maverick. Other areas of concern were the two curves.

Space was also discussed broadly. Families believe that the road is narrow, the turns are tight and it is hard to drive a big truck there - making it not safe for pedestrians, bicyclists and vehicles. Families also shared that because Gregory Lane is too tight, it is hard to maintain the road. For example, during winters it was observed that plowing vehicles had difficulties clearing the street.

Moreover, the safety of children was identified at the focus groups and interviews as being one of the primary groups affected by the current design. One interviewee confirmed observing that the street is highly populated by children and another added a concern that children are not paying attention to where they go due to phone usage.



FINDINGS



Moreover, it was expressed by participants that visibility is very poor and that makes it dangerous for pedestrians and bicyclists. Participants in the focus group shared that there are not street lights, making use of Gregory Lane especially challenging during winter when it gets dark early in the evening. Participants were particularly worried about children having to walk from school in the dark during the winter.

The speed limit was widely discussed by the participants in the focus groups and the interviews. Participants who are Gregory Lane pedestrians or bicyclists shared that they do not feel safe as people who drive by are always exceeding the speed limit. The participants who are drivers of Gregory Lane shared they drive with caution. For example, one interviewee shared they always drive slowly because it's narrow with sharp curves and they want to ensure the safety of pedestrians, cyclists, and other drivers. Also, one participant at the focus group asked why there is no police presence on this street.

Flooding or Standing Water

Flooding water, especially during winter season, was the third most concerning issue identified by the participants of the focus group. One of the comments was that the road gets too slippery, especially when it does not get cleared. Families also shared snow banks are a real issue in this area and that they observed that plowing has not been effective.

Participants in the focus group also added that during winter it is hard to walk and drive due to the snow banks and people parked on the street. One of the participants talked about how they have to park at the store.

Only one interviewee shared that flooding or standing water was a concern. The interviewee elaborated that they have yet to see the roads flood compared to other areas of the town, but they understand why that is a concern.

Few participants of the focus group and no one from the interviews had concerns about stormwater management, water filtration and water quality issues. Participants of the focus group detailed that the stormwater runoff that comes primarily from parking lots, driveways, and rooftops is not taken care of.

Participants accompanied their concerns and observations with possible suggestions. Below are strategies that the focus group created for helping with flooding and standing water.

- Build flood barriers to protect infrastructure and that include levees, dikes, and seawalls
- Individual flood proofing measures
- Property surveys: detailed surveys of flood affected residences can increase the accuracy of flood modeling so that homeowners can understand the impact on each property.

Planning Priorities

Participants were presented with planning priorities in the design of Gregory Lane, and were asked to choose solutions they consider a priority in the design of the street. Below are the proposed solutions in order of importance.

1. Creating a safer road design for vehicle travel
2. Creating a safer road design for pedestrians and bicycles
3. Providing safe routes to schools
4. Addressing flooding issues
5. Upgrading aging utilities
6. Designing a road to slow traffic
7. Managing stormwater treatment (water quality)

Creating a safer road design for vehicle travel

- Participants shared that by designing the street for vehicle travel, pedestrians and bicycles can be more safe. Participants also suggest the design to include signs for the curves, bus stop signs, guard rails on the downhill entrance, and speed limit signs.

Creating a safer road design for pedestrians and bicycles

- The safety of the pedestrians and bicyclists was raised by almost all participants. Participants suggested that the design include a larger road for bike and walking paths. They also suggested the addition of street lights and speed limit enforcement.

Providing safe routes to schools

- Participants in the focus group and interviews felt that having safe routes to school was one of the most important matters and suggest the design to incorporate sidewalks, speed bumps, reduced speed limit to 15 mph, and have benches so people can wait for rideshare or other type of transportation.

Project Impact

91% Response Rate

The The Gregory Lane Inclusion project was a success with all of the attendees of the focus group and interviews reporting that they enjoyed participating in the project. Additionally, all participants felt that their voices were heard, and they all believed the project was important for the greater community. Participants in the focus group mentioned that they would like for the Town of Jackson to share the final plan and timeline with them.

Format

- 100% emphasized they were satisfied or highly satisfied with the event day, hour, and location of the focus group or interview.
- 100% highlighted that they were satisfied or highly satisfied with the format of the focus groups or interview.

Importance

- 100% of the participants stated that they felt the project was important for the greater community.
- 100% stated they felt their voice was heard at the focus group or interview.
- 100% said they enjoyed the event or interview.

“MI EXPERIENCIA FUE MUY BUENA POR QUE PUDE EXPRESAR MIS PREOCUPACIONES SOBRE ESTE PROYECTO.”

“MY EXPERIENCE WAS VERY GOOD BECAUSE I WAS ABLE TO EXPRESS MY CONCERNS ABOUT THIS PROJECT.”

Acknowledgements

Thank you to Three Elephant Public Relations for engaging the immigrant and limited English speaking community in your outreach and work.

We thank the following Voices team members that made the interviews and focus group a success:

- Angela Splavnic
- Blanca Moya
- Emmanuel Estrada
- Johanna Moreno
- Maria Celia Perez Carrillo
- Sarahi Garcia Sosa
- Susan Tasayco
- Marcela Badillo
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- Simeona Jimenez
- Shila Morillon - Arellano
- Toma Klaus
- Stefania Sisinea
- Alin Y Badillo Carrillo

We extend our thank to the the following individuals for volunteering, providing catering, and supporting with child care services at the focus group.

- Maria Moreno
- Maribel Romero
- Inaldis Hernandez
- Shellie Morillon

We thank you for your continued support of Voices Jackson Hole!

Contact

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307.200.7871

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Regular Council Meeting
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Application for Liquor License Transfer of Ownership CP Teton Resort Property Owner LLC at 400 E. Snow King Ave.	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider the application for a liquor license transfer of ownership. The Town Council is the local liquor licensing authority with the ability to regulate liquor licenses within the corporate limits of the Town of Jackson.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the transfer of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the transfer during this hearing before the Town Council. Additionally, staff presentation, public comment, Council discussion, and any voting will take place during this hearing on the application. The procedure for this item is as follows:

1. The Mayor opens the public hearing.
2. The Mayor calls for the staff presentation on the application.
3. The Mayor calls for any and all public comment, protest comment included.
4. Council discusses the application.
5. The Mayor calls for a motion on the application and the vote on the motion.
6. The Mayor closes the public hearing.

Requested Action.

Staff request that the Council conduct the public hearing and consider the application for a liquor license transfer of ownership.

Recommendations.

Staff recommend approval of the application.

Background.

On September 30, 2025, the Town Clerk's office received an application for a transfer of ownership of the Resort Liquor License currently held by Benchmark Hospitality of Wyoming LLC d/b/a Snow King Resort to CP Teton Resort Property Owner LLC, d/b/a Snow King Resort located at 400 E. Snow King Ave. The request for transfer of ownership of the liquor license has been submitted because Snow King Resort has changed ownership. The plan of operations attached to the application indicates that there does not appear to be any plan to change the current operations at the resort.

Analysis & Key Policy Questions.

The Town Council should consider the following from Wyoming Statute §12-4-104(b) regarding the transfer of a liquor license:

- (b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:*
- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
 - (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*

(iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;

(iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or

(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.

Possible Alternatives.

The public hearing must be conducted *or at least opened* at this Council meeting. Alternatives to that include:

1. Continue the public hearing to gain further public comment or information on issues related to the findings.
2. Approve the application.
3. Deny the application.

Comprehensive Plan & Priority Alignment.

This application relates to the Comprehensive Plan Policy 8.1.a, the delivery of quality levels of service to the community. It also relates to the health, safety and welfare of the community as discussed in section 8.

Fiscal Impact.

The fee for a transfer of a liquor license is \$100.00. Upon approval, the fee for this license will be deposited to the Town's general fund.

Staff Impact.

The impact on the Clerk's office will total approximately 4 hours, including time spent with the applicant reviewing the license and application requirements, processing the application, reviewing the application and license with the Wyoming Liquor Division, and preparing the staff report and new license. The Town Attorney, Administration, Planning and Building, and Fire Department spent time reviewing the application as well.

Attachments or Links.

Application for Transfer of Liquor License Ownership.

Suggested Motion.

Having considered Wyoming Statute 12-4-104(b) statutory factors for this application, I move to approve the application for a transfer of liquor license ownership to CP Teton Resort Property Owner LLC subject to the following conditions, and further direct the Town Clerk's office to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv):

1. The Clerk's office shall not issue the license until all required Town licenses and permits have been obtained.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY

Customer #:			
Transf. from:			
1 st Reviewer:		/	/
2 nd Reviewer:		/	/

CLERK SECTION: Completed by City / Town / County Clerk		Local License #	
Filing In Jurisdiction:		Date filed with clerk: 9 / 30 / 25	
☒ CITY or TOWN OF: Jackson		Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing)	
☐ COUNTY OF:		11 / 5 / 25 & 11 / 12 / 25	
Fees		Public Hearing Date: 11 / 17 / 25	
Annual License Fee: \$		Publishing Fee: \$ 100.00	
Prorated License Fee: \$		Publishing Fee Direct Billed to Applicant: ☐	
Transfer Fee: \$ 100.00			
License Term: 11 / 18 / 25 Through 3 / 31 / 26			
Month Day Year		Month Day Year	
LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY! PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION. NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.			
SECTION 1: APPLICANT & LOCATION INFORMATION			
Applicant (Business Name): CP Teton Resort Property Owner LLC			
Doing Business As (DBA) / Trade Name: snow king resort			
Building to be licensed / Building Address: 400 E. Snow King Ave.			
(Address Number, and Suite or Unit Number, and Street or Road Name)			
Jackson WY 83001 Teton			
City State Zip County			
Local Mailing Address: 400 E. Snow King Ave.			
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)			
Jackson WY 83001 Teton			
City State Zip County			
Business Telephone Number: 917-589-6472 Fax Number: N/A			
Business E-Mail Address: gregg@castlepeakholdings.com			
Business Primary Contact: Gregg Michel			
First Name Last Name			
SECTION 2: FILING AS (CHOOSE ONLY ONE)			
☐ INDIVIDUAL ☐ GENERAL PARTNERSHIP ☐ LP ☐ LLP ☐ LLLP ☒ LLC ☐ LC ☐ CORPORATION (INC)			
☐ NON-PROFIT CORPORATION (NCORP) ☐ POLITICAL SUBDIVISION ☐ ORGANIZATION ☐ OTHER			
SECTION 3: FILING FOR (CHOOSE ONLY ONE)			
☐ NEW LICENSE OR PERMIT ☐ RENEWAL OF LICENSE OR PERMIT			
☐ TRANSFER OF LOCATION ☒ TRANSFER OF OWNERSHIP* ☐ TRANSFER OF OWNERSHIP* and LOCATION			
*For a Transfer of Ownership: Attach a Form of Assignment Formerly Held by: Benchmark Hospitality of Wyoming LLC			
SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)			
(a) Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales			
☐ RETAIL LIQUOR LICENSE ☐ COUNTY MALT BEVERAGE PERMIT ☐ MICROBREWERY PERMIT			
☐ WINERY PERMIT ☐ WINERY SATELLITE PERMIT ☐ MANUFACTURER SATELLITE PERMIT			
(i) Primary Business Type (CHOOSE ONLY ONE) (W.S. 12-6-101(c)(vi))			
☐ ON-PREMISE: BAR ☐ OFF-PREMISE: PACKAGE STORE ☐ ON & OFF PREMISE: BAR & PACKAGE STORE			
(b) Licenses and Permits Authorized for ONLY On-Premise Sales			
☐ RESTAURANT LIQUOR LICENSE ☐ BAR AND GRILL LIQUOR LICENSE ☐ SPECIAL MALT BEVERAGE PERMIT			
☒ RESORT LIQUOR LICENSE ☐ RESORT HOTEL LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE-SKI RESORT			
☐ LIMITED RETAIL LIQUOR LICENSE (CLUB) ☐ GOLF CLUB ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ SOCIAL CLUB			
SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)			
☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv)) ☐ GOLF CLUB (W.S. 12-5-201(f)) ☐ GUEST RANCH (W.S. 12-5-201(f))			
Other:			
SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(a)(xii) / 12-2-301(c) / 12-4-103(a)(iv)) and to assist the Liquor Division with Scheduling Inspections			
☐ SEASONAL MONTHS OF OPERATION: from 7:00 am to 10:00 pm ☒ All Year (Jan-Dec)			
☐ NON-OPERATIONAL / PARKED DAYS OF WEEK OF OPERATION: from to ☒ Every Day (Mon-Sun)			
HOURS OF OPERATION: from 7am to 10pm ☐ 24 Hours a Day			

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(III)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. ☒ YES (own)
- (b) The Applicant **LEASES** the licensed building. ☐ YES (lease)

If the building is leased, attach a copy of the lease agreement and complete (i) through (iii) below:

- (i) The lease term expiration date is: ____/____/____; or, ☐ Does not expire / Automatically Renews.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit.

- (ii) The lease term information is located on page(s) _____ paragraph(s) _____.

- (iii) Sales provision for alcoholic or malt beverages; located, on page(s) _____ paragraph(s) _____.

Note: The lease **MUST** contain a provision specifically allowing the **SALE OF ALCOHOLIC or MALT BEVERAGES**.

- (c) **RENEWAL ONLY:** The lease is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (i) If **NO** to (c), attach a copy of the current lease agreement and complete 1.(b), (i) through (iii)

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☒ YES ☐ NO
- (b) If the answer was **YES** to 2(a) above, attach a written explanation and copies of any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If the answer was **YES** to any of the above questions, attach a written explanation and copies of any documents in connection there within.

QUESTIONS 4-16 AND SIGNATURE PAGE: COMPLETED BY THE APPLICANT AS APPLICABLE**4. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)**

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
- (i) If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO
- (ii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iii) If **NO** to (a) (ii), attach a copy of the current contract or subcontract.

5. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO**6. RESTAURANT LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-407(a) / W.S. 12-4-408**

- (a) Gross sales figures and percentages of income derived from:
- | | | |
|---------------------------------|-----------------------|---------------------|
| (Line 1) Liquor Sales: | \$ _____ | (_____ %) |
| (Line 2) Food Sales: | \$ _____ | (_____ %) |
| (Line 1 + Line 2 must = Line 3) | (Line 3) Gross Sales: | \$ _____ (_____ %) |

7. BAR AND GRILL LICENSE LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(i),(k)

- (a) Gross sales figures and percentages of income derived from:
- | | | |
|--|-----------------------|---------------------|
| (Line 1) Liquor Sales: | \$ _____ | (_____ %) |
| (Line 2) Food Sales: | \$ _____ | (_____ %) |
| (Line 3) Entertainment Sales: | \$ _____ | (_____ %) |
| (Line 1 + Line 2 + Line 3 must = Line 4) | (Line 4) Gross Sales: | \$ _____ (_____ %) |

8. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-405

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended not less than one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☒ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☒ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☒ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00) on the facility? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☒ YES ☐ NO
- (i) If YES to (e), attach a copy of the contract or subcontract.
- (ii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iii) If NO to (e) (ii), attach a copy of the current contract or subcontract.

9. RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-405

Does the resort hotel:

- (a) Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars (\$5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i) ☐ YES ☐ NO
- (b) Include a full-service restaurant? W.S. 12-4-416(b)(ii) ☐ YES ☐ NO
- (c) Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii) ☐ YES ☐ NO
- (d) Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv) ☐ YES ☐ NO
- (e) Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v) ☐ YES ☐ NO
- (f) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
- (i) If YES to (f), attach a copy of the contract or subcontract.
- (ii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iii) If NO to (f) (ii), attach a copy of the current contract or subcontract.

10. MICROBREWERY PERMIT:

WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

- (a) Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO

If YES to (a); contact the Wyoming Liquor Division for further information.

RENEWAL ONLY: PRODUCTION REQUIREMENTS: W.S. 12-1-101(a)(xix)

- (b) Malt Beverage Production

Minimum barrel production required for the current license term: 50.00

- (i) Barrels produced to date for the current license term: _____

- (ii) Variance: _____

- (c) Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) by the end of the current license term as required by law? ☐ YES ☐ NO

- (i) If NO to (c), attach a written explanation.

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
- (i) Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
- (ii) If YES, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO
- (iii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iv) If NO to (c) (iii), attach a copy of the current contract or subcontract.

14. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☐ NO
- (i) If YES to (h), attach a copy of the Petition(s).

15. For Applicants Filing As: Individual, General Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

16. For Applicants Filing As: Corporation (INC), Limited Company (LC), Limited Liability Company (LLC), Limited Liability Partnership (LLLP) or Limited Partnership (LP): W.S. 12-4-102(a)(iv) & (v)

- (a) Is the Applicant Registered and Active with the Wyoming Secretary of State as required per W.S. 12-4-103(a)(x) or as otherwise required by Wyoming state laws? ☐ YES ☐ NO ☐ NOT APPLICABLE

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Teton Mezz LLC Sole Member of CP Teton Resort Property Owner LLC	NA			<1	100%		
Sidney "Ben" Weinberg Authorized Signatory of CP Teton Resort Property Owner LLC				<1	0%		
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

- ☒ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☒ If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- ☒ A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☒ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)
- ☐ If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- ☐ If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

FILING FOR: RENEWAL

- ☐ A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION W.S. 12-4-102(b)

Requires signatures by:

ALL Individuals, ALL Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **ONE (1)** Officer or Director, or Member of an Organization or Association.

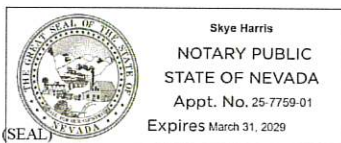
Any individual who signs the application must also be listed on Question 15 or Question 16 as applicable or additional documentation must be provided confirming legal authority to sign the application on behalf of the Applicant.

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~INTEREST~~ Nevada)
COUNTY OF Clark) SS.

Signed and sworn to before me on this 25th day of September, 2025 that the facts alleged in the foregoing instrument are true by the following: Sidney Benjamin Weinberg

1) _____ (Signature)	Sidney "Ben" Weinberg (Printed Name)	Authorized Signor - Teton Mezz LLC Title
2) <u>Sidney Benjamin Weinberg</u> (Signature)	Sidney "Ben" Weinberg (Printed Name)	Authorized Signor - CP Teton Resort Property Owner LLC Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires: 03/31/2029

Notarized remotely using audio-video communication technology via Proof.

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Sidney Benjamin Weinberg
First Name Full Middle Name Last Name

Date of Birth: Driver License:
State / Number

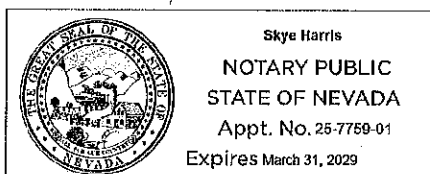
Sidney Benjamin Weinberg

Applicant Signature

State of Nevada)
County of Clark)ss

Subscribed and sworn to before me this 25th day of September, 20 25.

(SEAL)



Notarized remotely using audio-video communication technology via Proof.

[Signature]
Notary Public or officer authorized to administer oaths

ASSIGNMENT OF LIQUOR LICENSE

THIS ASSIGNMENT OF LIQUOR LICENSE (“**Assignment**”) is made as of this 26th day of September, 2025.

Benchmark Hospitality of Wyoming LLC, a Wyoming limited liability company (the “**Transferor**”) does hereby transfer, assign, convey and deliver to and CP Teton Resort Property Owner LLC, a Delaware limited liability company (the “**Transferee**”), its entire interest in the Resort Liquor License for the premises located at 400 E. Snow King Ave., Jackson, WY 83001 (hereinafter referred to as the “**License**”) with the intention that Transferee shall become the sole holder of said License.

This Assignment, while dated September 26, 2025, shall not be effective until December 1, 2025.

Transferee does hereby accept said interest, and agrees to be bound by all of the terms and conditions of the License.

[signatures follow]

EXECUTED to be effective as of the date first written above.

TRANSFEROR:

Benchmark Hospitality of Wyoming LLC

By: Cynthia Warren

Name: Cynthia Warren

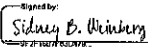
Its: Secretary

[signatures continue]

TRANSFeree:

CP Teton Resort Property Owner LLC

By: Teton Mezz LLC

By: 
Name: Sidney B. Weinberg
Its: Co-CEO

Plan of Operations Applicant:

Describe how the premises will be operated? include nature of business (restaurant, bar, package store), any regular events or special events.

We will continue to operate Hayden's Post as a three-meal dining restaurant offering breakfast from 6:30am – 11am as well as an all-day menu from 11am – 10pm daily. For breakfast we will offer a breakfast buffet as well as select a la carte offerings. At 11am we will transition to an all-day menu of a la carte items. Service will be full service in both the bar area as well as seated dining. Servers and bartenders will take orders; food will be prepared in the adjacent main kitchen. We will continue the daily happy hour from 4pm to 6pm which will include a small selection of discounted wines, beers, cocktails and food items.

Additionally, we have a variety of event spaces throughout the hotel (indicated on the floorplan) that we operate as a banquet and catering department of the food and beverage division. Contracted groups will be offered food and beverage service in all our event spaces, as well as on our event lawn on an event-by-event basis. These events will be sold by our catering and conferences services department and service executed under the supervision of our food & beverage managers and executive chef. Food will be prepared in our main kitchen and either transported directly to adjacent spaces for consumption or loaded into HACCP compliant temperature-controlled storage containers to the event space where they will be served. If there is a buffet, all items will be kept at compliant temperatures through industry standard chaffing dishes, thermos, etc. and not be kept out longer than 2 hours. Beverage service will be conducted through portable bars. All our food and beverage team will maintain up to date T.I.P.S. / ServeSafe certification to ensure responsible beverage practices are always maintained.

For our guest's convenience we will offer in room minibars that will include a variety of CPG snacks, non-alcoholic beverages, beer and wine. The alcoholic beverages will be stored in traditional minibar refrigeration with lockable doors. They can also be removed upon request. An in-room menu will appear as collateral in the room, indicating contents, price, and identifying alcoholic options as such.

Adjacent to the front desk, we will also have a Marketplace that in addition to retail items will have a selection of non-alcoholic beverages, beer, wine and snacks. While the marketplace will be available for all guests, the food offering functions primarily for airline crews who have early check out times (prior to our restaurants opening). With that in mind we will have a few prepared breakfast items, fruit cups, yogurt, etc. as well as a sandwich

or salad that guests can pay for at the front desk. All beverages (including beer and wine) will be paid for at the front desk where they will have a point of sale system available as well and can check identification for any guest that appears to be under 30 years old.

All food and beverages at Trailborn Jackson will be ordered through approved vendors, received into our main kitchen and then stored immediately in the appropriate refrigerators, freezers, and dry storage areas. Product will regularly be checked for freshness and health code compliance through temperature monitoring, daily spot checks, and proper inventory management.

Our Food & Beverage Division consists of multiple levels of seasoned salaried management to promote accountability and best practices in terms of health, safety, and standards. Hourly staff will report directly to salaried managers who are responsible for maintaining four-star hotel standards.

As described on the attached Trailborn Food & Beverage Service Floorplans, Trailborn Hotels LLC shall operate liquor sales within designated internal meeting spaces and events spaces, pursuant to the attached Hotel Management Agreement. Further, as described on the attached Trailborn Food & Beverage Service Floorplans, Trailborn Experiences LLC shall operate all other liquor sales, including but not limited to Hayden's Post, the Pool Deck, and external event spaces, pursuant to the attached Retail Management Agreement.

What type of alcoholic beverages will be available to customers?

At Trailborn Jackson we will have a selection of wines, beers, mixed cocktails, and frozen beverages available for our guests.

Describe the process that a customer will follow to order alcohol or malt beverages, and how an employee will prepare and deliver an alcoholic beverage to the customer.

In Hayden's Post guests will order alcoholic beverages either directly from a bartender or their server. Anyone who appears 30 years old or under will be asked to furnish identification to verify they are of legal age. Drink orders will be accounted for in our point-of-sale system (Toast) and professional bartender will follow recipe cards / use jiggers to ensure high quality, uniform production of drinks. Appropriate glassware for used for beers and wines to ensure correct quantities are prepared to ensure efficient business practices and prevent overconsumption.

If guests are ordering directly from a bartender, the bartender will prepare the drink and then present it to the guest directly upon completion. If the order has come from a table, the bartender will place the drink in the designed pick-up area for the server to pick up the drink and carry it to our guests.

In the restaurant, if a guest orders a bottle of wine, our service staff will account for the purchase in our point-of-sale system as well, then bring the bottle to the table and conduct proper tableside wine service in guest sight, including presenting the label, opening the bottle in direct guest view, offering the patron who ordered the wine a taste and then pouring 2-3 ounces for each guest who confirms that they are sharing the bottle. The bottle will then either be placed on the table or in a nearby bucket of ice (also in guests view) for replenishment until the bottle is finished or meal service concludes.

If our pool deck is rented for a private event, all drinks will be served in either disposable or non-glass vessels (e.g. melamine / acrylic).

What is the official building capacity?

1,271

Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the outside area, including egress:

Hayden's Post has an adjacent deck with dining seating that we will continue to use for outdoor dining. There are two doors from this deck to the restaurant (indicated on our floor plans) as well as a staircase that leads to the main hotel round about.

What is your plan to keep customers from leaving with open alcohol containers?

To prevent this, our staff will be trained to monitor and prevent this practice. Additionally, we will provide clear signage that indicates where open containers are not permitted. All of our entrances to Hayden's Post are easily monitored by hosts / managers, which will act as another deterrent. For private events, all contracts will include language that specifically states that open alcoholic containers are not to leave the premises.

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

Name	Position/Title	Email
1. Andrew Sherman	Corporate Director of Food & Beverage	andrew@trailborn.com
2. Matt Werner	Chief Financial Officer	matt@trailborn.com
3. David Better	Partner, Investments	better@castlepeakholdings.com

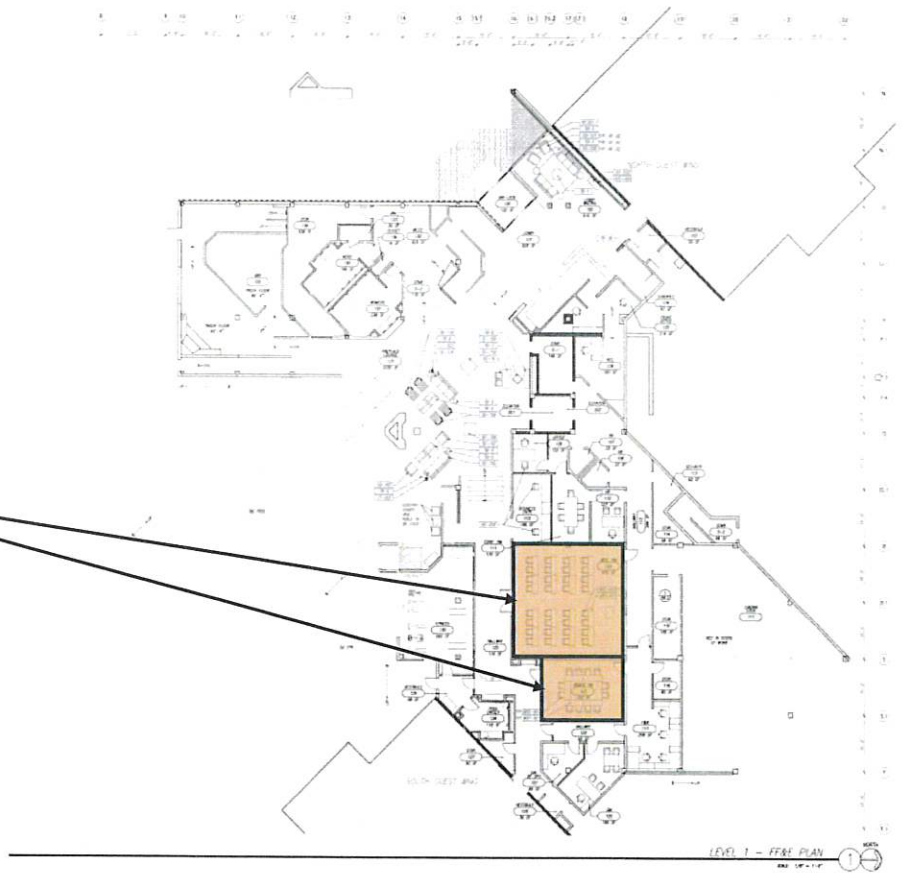
Completed by:

Signed by:
Sidney B. Weinberg
2025-10-02 10:05:19

Date: 10/2/2025

Trailborn Food
& Beverage
Service
Floorplans

Meeting Space
Trailborn Hotels LLC



Hayden's Post 3-meal Restaurant

Trailborn Experiences LLC

Hayden's Post Deck

Trailborn Experiences LLC

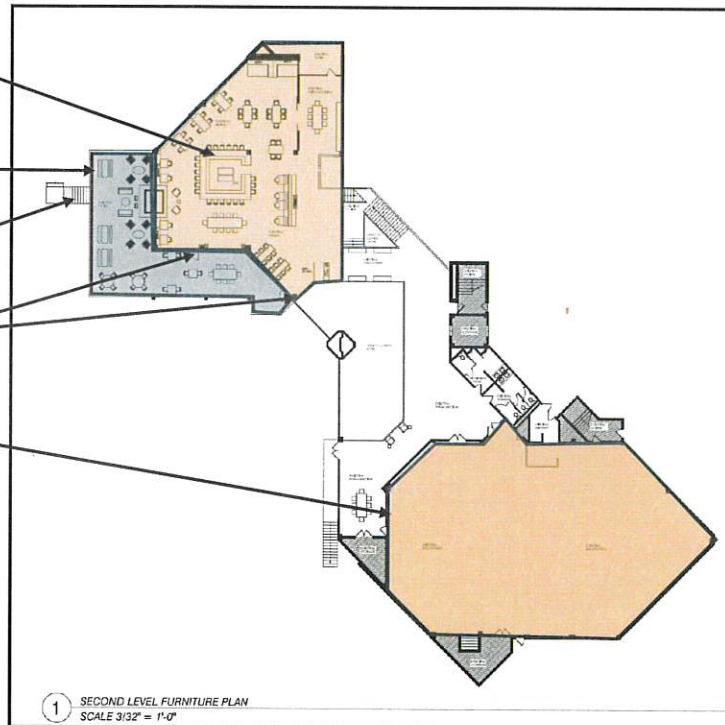
Hayden's Post Egress Staircase

Hayden's Post Doors to/from Deck

Event Space

Trailborn Hotels LLC

Trailborn Food
& Beverage
Service
Floorplans
(continued...)



INTERIOR
RZ

SNOW KING RESORT
400 E SNOW KING AVE.
JACKSON, WY 83001

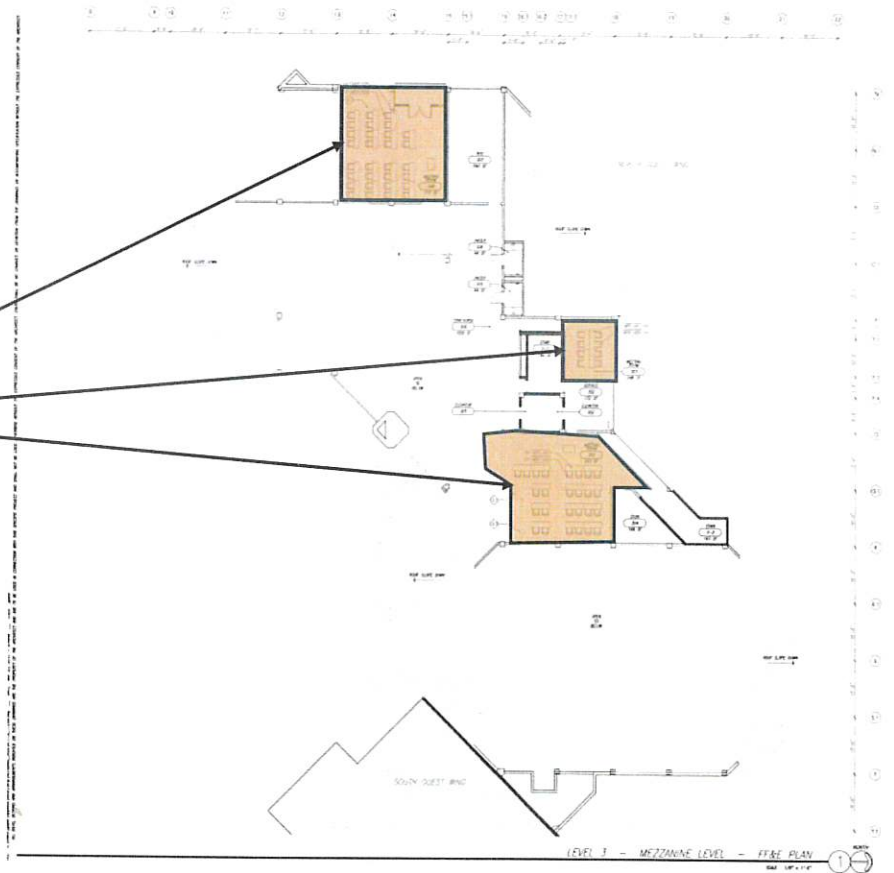
INTERNAL WORK
FLOOR PLAN
1/2\"/>

ID4.1

Event Space

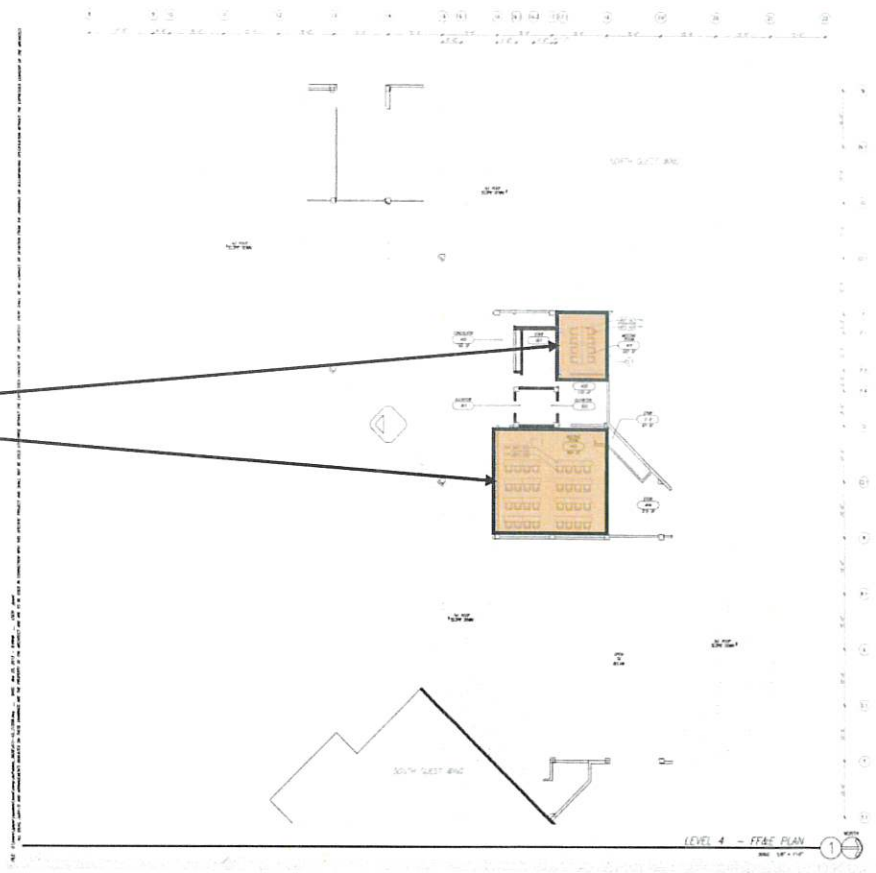
Trailborn Hotels LLC

Trailborn Food
& Beverage
Service
Floorplans
(continued...)



Event Space
Trailborn Hotels LLC

Trailborn Food
& Beverage
Service
Floorplans
(continued...)



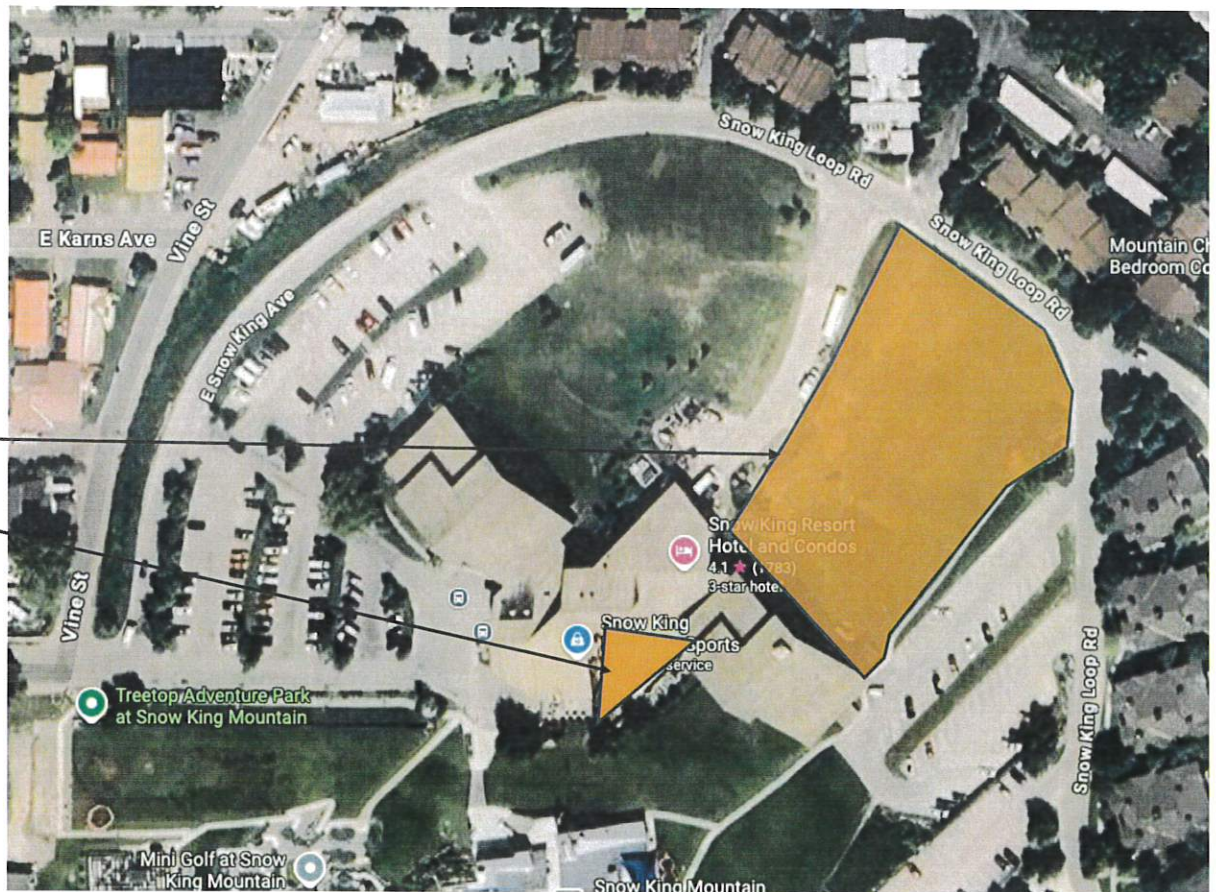
Event Lawn

Trailborn Experiences LLC

Pool Deck (for events)

Trailborn Experiences LLC

Trailborn Food
& Beverage
Service
Floorplans
(continued...)



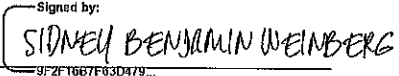
**STATEMENT OF
FINANCIAL CONDITION**

CP Teton Resort Property Owner LLC is a limited liability company organized under the laws of the state of Delaware and is privately held. CP Teton Resort Property Owner LLC is qualified and in good standing under the laws of Wyoming. In accordance with W.S. § 12-4-102, CP Teton Resort Property Owner LLC has the financial ability to apply for, hold, operate, and maintain the license for which authorization is requested and can provide additional documentation as requested.

[signatures follow]

CP Teton Resort Property Owner LLC

By: Teton Mezz LLC

By: 
Name: Sidney Benjamin Weinberg
Its: Authorized Signatory

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Andrew Bowen
Agenda Item:	P25-176: Text Amendments Related to Nonconforming Development, Parking Standards, and Administrative Adjustments	Public Comment:	Yes

Purpose & Policy Considerations.

Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and approval by the Town Council according to LDR Section 8.7.2. The purpose of this review is to *“publicly review a change to these LDRs to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or address other health, safety, or welfare issues in the community.”*

Requested Action.

Planning staff request consideration of six targeted amendments to the following LDR sections concerning nonconforming physical development.

Recommendation.

The Planning Director and Planning Commission recommend approval of all six proposed LDR text amendments as presented in this staff report.

Analysis.

Amendments #1-#4 in LDR Section 1.9.2 – Nonconforming Physical Development

Purpose for Amendments. The four proposed amendments to this section address two general issues identified by Planning Staff in administering nonconforming structures: (1) The need for greater flexibility in applying certain existing nonconforming lot standards, and (2) ambiguity in existing code regarding the rules for replacement of nonconforming structures.

Amendment # 1: LDR Section 1.9.2.B.3.d (Exemption for Street Façade Width and Parking Setbacks)

This exempts modest improvements to nonconforming structures from street façade and parking setback requirements, enabling reinvestment in existing buildings, preserving community character, and maintaining the affordability of older structures while still allowing future redevelopment.

Current LDRs require minimum street façade widths and parking setbacks in many zones. Often, an existing structure or its associated site development does not meet current standards and is considered nonconforming. When owners seek to reuse, expand, or change a use, these requirements can trigger costly and often unnecessary upgrades. This encourages landowners to demolish functional existing buildings and replace them with larger and typically more expensive new buildings, reducing opportunities for small and local businesses to survive. The proposed amendment is as follows:

- d. **Nonconforming Lot, Bulk, and Form Standards.** ~~This~~ These standards shall not limit expansion of a building that is nonconforming with one or more of the following standards.
- vi. Street façade width
 - vii. Parking setbacks

Amendment #2: LDR Section 1.9.2.B.3.e (Necessary Deletion for Consistency)

If Amendment no. 1 is approved, this subsection, including all text and graphics, must be removed, as it provides standards directly applicable to façade width.

Amendment #3: LDR Section 1.9.2.B.4 (*Clarification and expansion of replacement language for nonconforming physical development*)

This subsection requires full compliance with all LDRs when replacing structural supports in nonconforming structures. Staff have found the current language ambiguous, often causing differing interpretations with architects. This amendment clarifies the standard. The proposed amendment is as follows:

4. **Replacement.** A nonconforming physical development shall be brought into compliance with all applicable standards of these LDRs upon willful demolition or addition of any structural support for the portion of the physical development that is nonconforming. Structural support generally includes foundations, load-bearing walls, roof trusses, and similar structural elements. Except that this subsection shall not prohibit any of the following.

Amendment #4: LDR Section 4 1.9.2.B.4.c (*Exemption for relocation and expansion of windows and doors*)

This subsection provides specific exemptions from LDR Section 1.9.2.B.4. Applicants frequently request the relocation or enlargement of windows and doors, which staff generally approve. While these modifications may improve the livability and aesthetics, staff typically find that they do not substantially extend or expand the useful life of a nonconforming structure, as the work does not enlarge or structurally alter the building. The proposed amendment is as follows:

- c. **Interior Remodel.** Interior remodel of a nonconforming building including the relocation or expansion of windows and doors.

Amendments #5 and #6: LDR Section 6.2.2. and LDR Section 8.2.2. (*Adding an additional option for an Administrative Adjustment to parking stall and drive aisle dimensional standards*)

Purpose for Amendments. While staff recognize the importance of enforcing proper parking dimensional standards to ensure safety, usability, and adequate room for snow removal, these requirements can create challenges for minor redevelopment or change-of-use proposals where full site redevelopment is not proposed and additional on-site parking is not required.

Strictly applying current stall and drive aisle standards often forces costly site upgrades or removal of functional structures. Staff recommend adding an Administrative Adjustment option to LDR Sections 6.2.2 and 8.2.2, allowing flexibility while placing the burden on property owners to demonstrate functionality, ensuring

nonfunctional areas are upgraded and functional nonconforming parking remains in use. The proposed amendments are as follows:

Amendment # 5 LDR Section 6.2.2.A.1 (*Addition of Administrative Adjustment allowance for existing nonconforming parking areas*)

1. **Administrative Adjustment** The Planning Director may establish ~~a lesser parking requirement pursuant to the procedure of Section 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand or alternative transportation services available~~ lesser requirements for parking amount, stall lengths, or drive aisle widths pursuant to the procedure of Section 8.8.2, based on information from reliable sources demonstrating that a reduced standard is workable due to anticipated parking demand, alternative transportation services, or existing site conditions.

Amendment # 6 LDR Section 8.2.2. (*Addition of Administrative Adjustment authority for existing nonconforming parking areas*)

15. Parking stall length may be reduced by two (2) feet where a proposed change of use or redevelopment does not require additional on-site parking stalls to be developed.
16. Parking drive aisle width may be reduced to twenty feet (20') where a proposed change of use or redevelopment does not require additional parking stalls to be developed.

Key Question.

Does the Town Council concur with staff's recommended approach to update the nonconforming development standards to improve clarity and flexibility?

Planning Commission.

The Planning Commission reviewed this item at its regular meeting on October 15, 2025, and unanimously recommended approval of all proposed amendments to the Town Council. The Commission concurred with staff's analyses and the factors of consideration outlined in LDR Section 8.7.2. During discussion, Commissioners noted that the amendments would provide flexibility for property owners making minor improvements while discouraging full demolition and redevelopment of functional structures, thereby helping to preserve Jackson's community character.

Public Comment.

As of the writing of this staff report, no public comments have been received.

LDR Text Amendment Factors of Consideration.

Pursuant to Section 8.7.2 of the Town of Jackson LDRs, the decision to amend the text of the LDRs is at the legislative discretion of the Town Council and is not determined by any single factor. In deciding whether to adopt, modify, or deny a proposed text amendment, the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. *Is consistent with the purposes and organization of the LDRs;*

Complies. The proposed amendments are consistent with the purpose and organization of the LDRs, providing targeted exemptions, relief, and clarity for specific nonconformity standards while minimizing impacts on other regulations intended to preserve the community's character.

2. *Improves the consistency of the LDRs with other provisions of the LDRs;*

Complies. The proposed amendments help to clarify and guide the modest redevelopment of properties with nonconforming physical development where full redevelopment is not desired by applicants.

3. *Provides flexibility for landowners within standards that clearly define desired character;*

Complies. The proposed amendments provide limited flexibility for landowners with existing nonconforming development while supporting the community's goal of bringing such development into compliance when required.

4. *Is necessary to address changing conditions, public necessity, and/or state or federal legislation; and*

Complies. The proposed amendments are necessary to address changing conditions and public necessity. While the standards applicable to nonconformities and the Town's Form Standards are important for promoting consistent development and preserving community character, strict application on properties with existing nonconforming development can lead to unintended consequences, such as reduced community reinvestment or full property redevelopment where it is sometimes not desired by the property owner.

5. *Is consistent with other adopted Town Ordinances.*

Complies. The proposed amendments do not conflict with any other adopted Town Ordinances.

Fiscal Impact.

Staff does not foresee any fiscal impact resulting from the proposed amendments.

Staff Impact.

The amount of Staff time to review this Text Amendment, including research and report drafting, is approximately 66 hours.

Suggested Motion.

I move to **approve** six LDR text amendments (P25-176) to the following sections: 1.9.2.B.3.d, 1.9.2.B.3.e, 1.9.2.B.4, 1.9.2.B.4.c, 6.2.2, and 8.2.2 as presented in this staff report dated November 17, 2025, and direct staff to present appropriate ordinances for first reading at future Town Council meeting.

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Regular Council Meeting
Submitting Department:	Parks and Recreation	Presenter:	Max Moran Tyler Florence
Agenda Item:	Karns Meadow Park LWCF Grant Resolution	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to request funds for a matching grant opportunity through the federal and state Land and Water Conservation Fund (LWCF) for construction of Karns Meadow Park Phase 1.

Requested Action.

Staff request Council authorize submission of the LWCF grant application for \$450,000 and commit matching funds from the Town of Jackson Park Exaction Account which has a balance of \$661,382 as of October 31, 2025.

Recommendations.

Staff recommend approval of the resolution, authorizing submission of the LWCF grant, and allocation of matching funds should the grant is awarded.

Background.

The LWCF is a federal program administered through Wyoming State Parks that provides 50/50 matching grants for local outdoor recreation projects. Karns Meadow Park has been identified in the Parks & Recreation Strategic Plan as a high-priority community park project. Phase 1 of the project includes construction of a parking lot along Karns Meadow Drive, a pedestrian trail, and a pedestrian bridge across Flat Creek. In August 2025, the Town Council approved a contract for the engineering design of Phase 1. LWCF grant awards are anticipated to be announced in October 2026, positioning the project for potential construction in summer 2027.

Analysis & Key Policy Questions.

The key policy question is whether the Town should use available Park Exaction funds as the local match to leverage federal LWCF dollars for the first phase of buildout of Karns Meadow Park. Additionally, the LWCF requires a perpetual recreation agreement on the project parcel, which is compatible with the existing recreation and environmental conservation easements that already encumber the property.

Key Question: Does Council want to use Park Exaction funds as match dollars to leverage federal LWCF dollars for the first phase of construction of Karns Meadow Park?

Possible Alternatives.

Council could choose not to apply for the grant, which may lead to a longer timeline without necessary funds to begin construction of this project.

Comprehensive Plan & Priority Alignment.

This project supports Comprehensive Plan goals for community recreation, open space access, and partnership funding to enhance public amenities.

Fiscal Impact.

The Town's \$450,000 match will be provided from the Park Exaction Account, which has a balance of \$661,382 as of October 31, 2025.

Staff Impact.

Max Moran, Parks and Pathways Project Manager, will manage grant administration, project coordination, and compliance reporting within current workload and scope. Tyler Florence, Parks & Rec Director will provide oversight and support with compliance.

Attachments or Links.

- Resolution
- LWCF Grant Overview
- Karns Meadow Cost Estimate and Phasing Plan

Suggested Motion.

I move to approve Resolution 25-23 authorizing the submission of an LWCF grant application for Phase 1 of constructing Karns Meadow Park Phase 1 and, if the grant is awarded to the Town, the allocation of \$450,000 in matching funds from the Town Park Exaction Account.

RESOLUTION 25-23

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE LAND AND WATER CONSERVATION FUND FOR THE PURPOSE OF PROVIDING FUNDS FOR PHASE 1 OF THE KARNS MEADOW PARK DEVELOPMENT, INCLUDING A PARKING LOT, PEDESTRIAN TRAIL, AND PEDESTRIAN BRIDGE

WHEREAS, the Town Council of the Town of Jackson, Wyoming, desires to apply to the Wyoming Department of State Parks and Cultural Resources, which administers the federal Land and Water Conservation Fund (LWCF) program in the State of Wyoming, to assist in financing the Phase 1 development of Karns Meadow Park; and

WHEREAS, the Town Council recognizes the need to enhance community recreation and access through the development of Karns Meadow Park, identified in the Parks and Recreation Strategic Plan as a high-priority community park project; and

WHEREAS, Phase 1 of the Karns Meadow Park development includes a parking lot along Karns Meadow Drive, a pedestrian trail, and a pedestrian bridge across Flat Creek; and

WHEREAS, the Land and Water Conservation Fund, administered by the Wyoming Department of State Parks and Cultural Resources, is a federal grant program designed to assist in development and/or acquisition of public outdoor recreation lands and facilities; and

WHEREAS, the Town of Jackson will encumber 100% of the grant request totaling \$900,000, which includes \$450,000 in the federal funds requested and \$450,000 in local cash match from the Town of Jackson Park Exaction Account to fulfill the local match requirement of the grant program; and

WHEREAS, the Town of Jackson designates that Karns Meadow Park will only be used for outdoor recreation into perpetuity not including current municipal uses of the property as detailed in the application.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, that Tyler Florence, Parks and Recreation Director, is hereby authorized and directed to execute and the Town Clerk to attest, a grant application to the Land and Water Conservation Fund administered by the Wyoming Department of State Parks and Cultural Resources in the amount of up to \$450,000 in federal funds for the Karns Meadow Park¹ project.

JACKSON WY TOWN COUNCIL

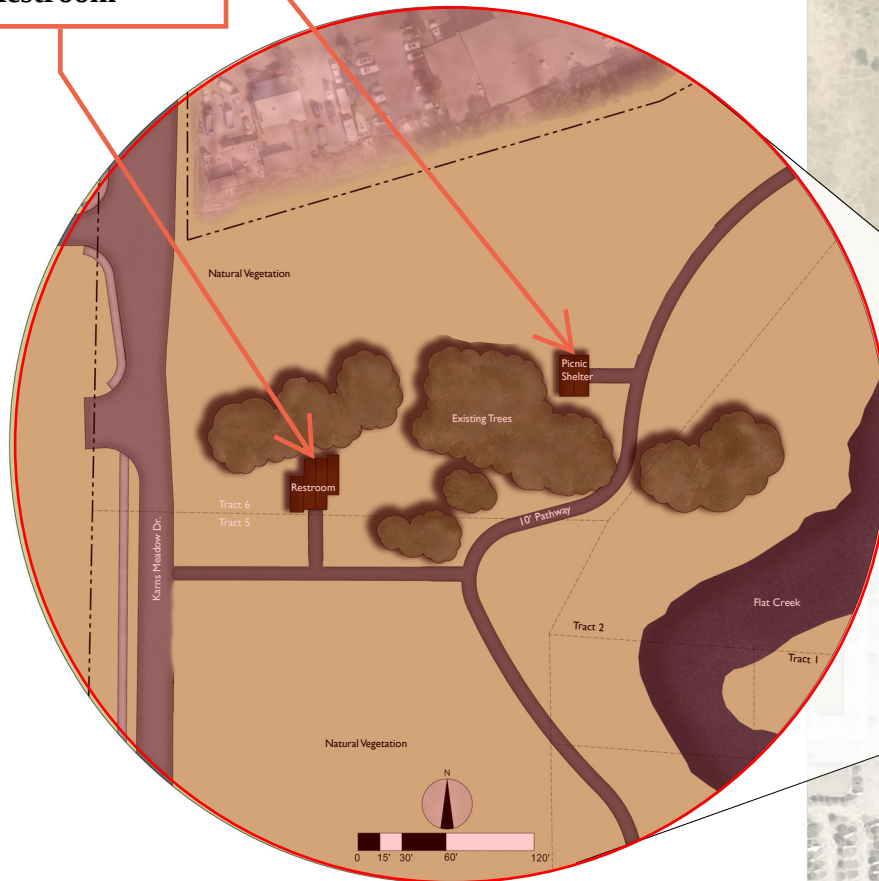
By: _____
Arne O. Jorgensen, Mayor

Attest:

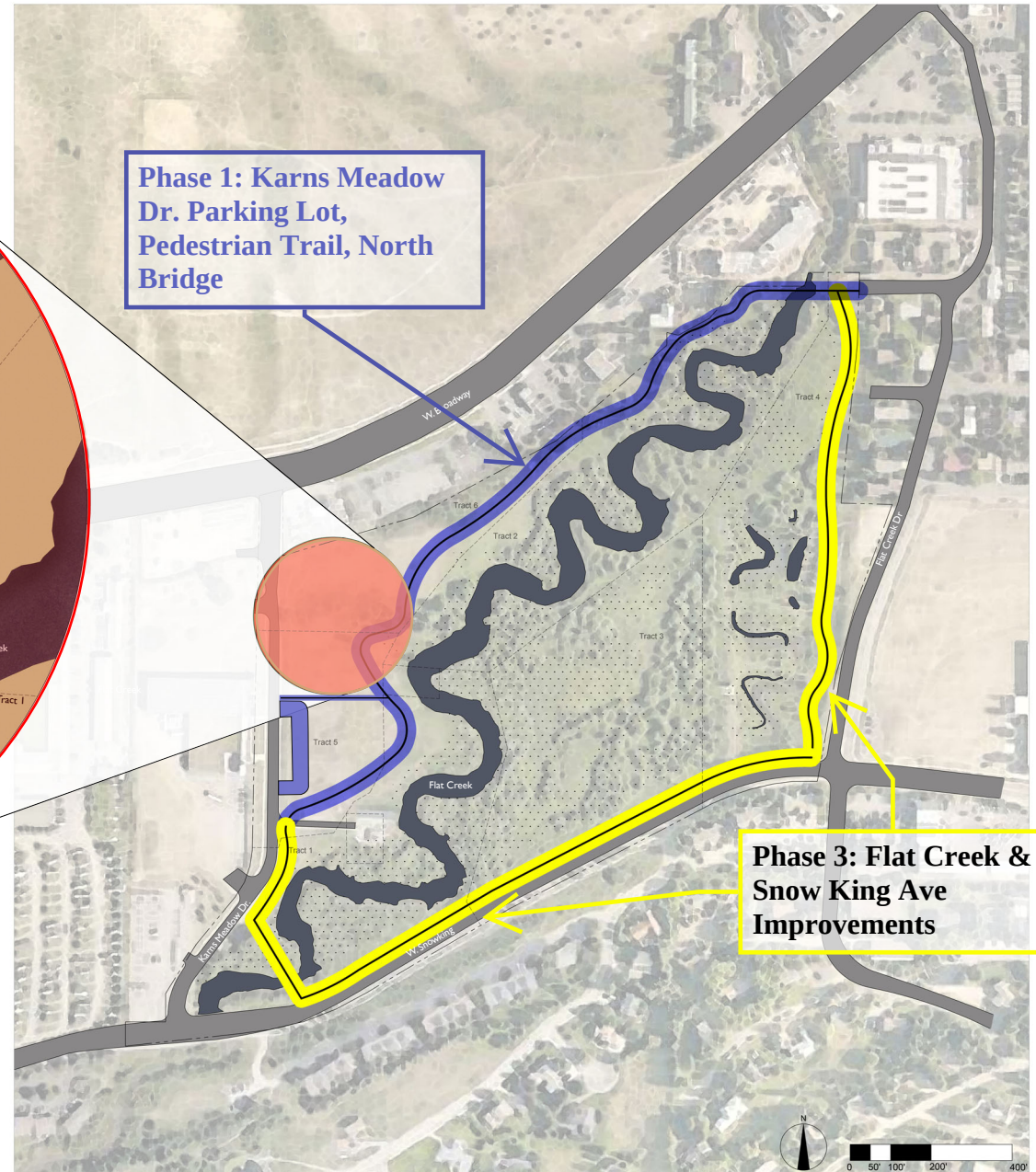
By: _____
Riley Hovorka, Town Clerk

Karns Meadow Prelim Construction Estimates

**Phase 2: Park Shelter,
Park Restroom**



**Phase 1: Karns Meadow
Dr. Parking Lot,
Pedestrian Trail, North
Bridge**



**Phase 3: Flat Creek &
Snow King Ave
Improvements**

Key - Construction Estimates

- Phase 1: Under Design \$1.1M Summer 2027 Start**
- Phase 2: \$1.0M Summer 2028**
- Phase 3: \$3.0M Summer 2028**

Department of the Interior

Land and Water Conservation Fund

Overview

What is the Land and Water Conservation Fund?

The Land and Water Conservation Fund (LWCF) was established by Congress in 1964 to fulfill a bipartisan commitment to safeguard natural areas, water resources and cultural heritage, and to provide recreation opportunities to all Americans. The fund invests earnings from offshore oil and gas leasing to help strengthen communities, preserve history and protect the national endowment of lands and waters. On August 4, 2020, the Great American Outdoors Act (GAOA) was signed into law, which authorized \$900 million annually in permanent funding for LWCF. Prior to the passage of GAOA, funding for LWCF was reliant on annual Congressional appropriations.

Where does the money come from?

The primary source of revenue for the LWCF is from Federal oil and gas leases on the Outer Continental Shelf. The LWCF is based on a simple concept: take revenues from the depletion of resources –offshore oil and gas – and use them to conserve other resources: parks, wildlife refuges, forests, open spaces, trails and wildlife habitat.

Where does the money go?

Money from the LWCF goes to a variety of programs that support a nationwide legacy of high-quality recreation and conservation areas. A summary of currently funded Department of the Interior (DOI) programs at the Bureau of Land Management (BLM), U.S. Fish and Wildlife Service (FWS) and the National Park Service (NPS) is provided below. Some of the funds are invested by agencies to protect Federal lands for public outdoor recreation use and enjoyment – including National Parks, National Forests, and National Recreation Areas. Agencies also partner with landowners to support voluntary conservation activities on private lands. Some of the funds are distributed directly to States and local communities through grant programs. Tribes can work with States through the grant programs to secure LWCF funding for recreation and conservation projects. These grants can be used for a range of projects from establishing baseball fields and community green spaces; to providing public access to rivers, lakes and other water resources; to protecting historic and cultural sites; and conserving natural landscapes.

DOI LWCF Programs

Grant Programs

American Battlefield Protection Program (ABPP)

ABPP Battlefield Land Acquisition Grants (BLAG), as authorized by 54 U.S.C. §308103 and 54 U.S.C. §200305, are available to States and local governments to acquire and preserve eligible American Revolution, War of 1812, and Civil War battlefield lands. Tribes must partner with States or local governments on grant applications.

Battlefield Interpretation Grants are awarded for projects that deploy technology to modernize and enhance battlefield interpretation and education at BLAG-eligible Revolutionary War, War of 1812, and Civil War battlefield sites. These grants support critical stewardship functions by expanding access and engagement to these nationally significant sites and open spaces through more inclusive narratives and technologies. Tribes can apply directly for grants.

Battlefield Restoration Grants are awarded for restoration and resource management projects at BLAG-eligible Revolutionary War, War of 1812, and Civil War battlefield sites. These grants support sustainable, community-led efforts to preserve and protect natural and cultural resources at nationally significant sites. Tribes can apply directly for grants.

National Park Service State and Local Assistance Programs

The State-side of the LWCF provides 50:50 matching grants to States and through the States to local units of government for the acquisition and development of public outdoor recreation areas and facilities consistent with a required 5-year statewide plan articulating priority needs. Since 1965 the LWCF has provided more than \$5.2 billion through more than 44,000 grants for a wide variety of projects such as parks, sports and playfields, swimming and boating areas, trails, campgrounds, and similar. The Stateside LWCF program is comprised of two programs.

LWCF State-side formula grants are apportioned to each State, Territory, and DC based on a formula in the Act. Each State is responsible for administering competitions, selecting projects, and then submitting project applications to NPS for review and final decision on award. Tribes are eligible and apply through the State application process.

The Outdoor Recreation Legacy Partnership Program is also funded through LWCF and is a separate and complementary grant program to the State-side formula grants

program. Although funding similar kinds of activities, projects should target improving recreation opportunities for economically-disadvantaged communities in larger urbanized areas that are under-served in terms of parks and other outdoor recreation resources.

Eligibility: To be eligible, a jurisdiction must have a population of at least 50,000 people and be located within an Urbanized Area as designated from the 2010 Census. Tribes who meet the jurisdiction requirement are eligible and must partner with States on grant applications.

[Cooperative Endangered Species Conservation Fund \(CESCF\) Land Acquisition Grants](#)

CESCF Grants provide funds to States and Territories to work with private landowners, conservation organizations, and other non-Federal partners to protect and conserve Federally listed threatened and endangered species. LWCF funds two CESCF grant programs: 1.) Habitat Conservation Plan Land Acquisition Grants; and 2.) Recovery Land Acquisition Grants.

Eligibility: To be eligible for funding, State and Territorial agencies must have entered into a cooperative agreement with the FWS pursuant to section 6(c) of the Endangered Species Act. There is a minimum non-Federal cost share requirement of 25% of total project costs which is reduced to 10% for multi-State/Territory applications. Tribes must partner with States and Territories on grant applications.

[Highlands Conservation Act Grant Program](#)

In 2004, the U.S. Congress passed the Highlands Conservation Act, authorizing DOI, through FWS, to provide grant funding to eligible State agencies in the Highlands region (CT, NJ, NY, PA) to purchase and conserve land from willing sellers. This funding is appropriated annually under LWCF, and each grant is matched dollar for dollar by the recipient. The State Agency is the applicant and is the holder of the land or conservation easement. Tribes must partner with States on grant applications.

Federal Land Acquisition Programs

The BLM, NPS, and FWS use LWCF money to support individual land and water acquisition projects from willing sellers. Each bureau has a defined project selection process and criteria. Tribes can collaborate with agencies to support Federal land acquisition projects funded by LWCF.

Bureau of Land Management

The BLM receives LWCF funding to acquire lands that support specific conservation, recreation, and related projects that enhance management of and public access to existing public land and resources.

National Park Service

The Federal portion of LWCF is used to acquire lands, waters, and interests therein necessary to achieve the natural, cultural, wildlife, and recreation management objectives of NPS. LWCF monies appropriated for use by the Land Resources Program of the NPS may only be used to acquire lands within the boundaries of National Park System units.

U.S. Fish and Wildlife Service

FWS receives LWCF funds to acquire lands and waters that meet the following conservation priorities: 1.) recovery of the threatened and endangered species where land acquisition is required by the recovery plan; 2.) implementing the North American Waterfowl Management Plan; and 3.) conserving migratory birds of conservation concern. Lands acquired by FWS through this program become part of the National Wildlife Refuge System (NWRS) or National Fish Hatchery System (NFHS).

STAFF REPORT



Meeting Date:	November 17, 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 third reading, and designate it Ordinance 1449.

ORDINANCE 1449

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

STAFF REPORT



Meeting Date:	November 17, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Ordinance: Introducing a new Exemption to Affordable Workforce Housing Mitigation	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to consider an ordinance amending the Town of Jackson Land Development Regulations (LDRs) to establish a new exemption from Affordable Workforce Housing Mitigation requirements.

Requested Action.

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

Recommendation.

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

Background.

On October 6, 2025, staff presented LDR Text Amendment P25-031 at the Regular Town Council meeting. The Town Council advised staff to make two minor modifications to the proposed amendment and then schedule a First Reading of Ordinance E for consideration at a future meeting.

Analysis & Key Policy Questions.

The key policy question and analysis regarding introducing a new exemption to affordable workforce housing mitigation were discussed, and resolved, by Council on October 6.

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.

Staff estimate the proposed amendment would have a direct fiscal impact of \$195,362.20, based on MHRS's mitigation requirement for 0.718 units associated with its 2,912-square-foot office expansion. Additional fiscal impacts may result if future uses also qualify for this exemption.

Staff Impact.

The Legal Department spent approximately two hours drafting the Ordinance and this staff report.

Attachments.

Ordinance E

Suggested Motions.

I move to approve Ordinance E on first reading.

ORDINANCE E

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

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

SECTION I.

Section 6.3.2.C, Applicability, of Division 6.3 Affordable Workforce Housing Standards, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

6.3.2.- Applicability.

These affordable workforce housing standards apply to any employee generating development, unless exempted below.

- A. ...
- B. ...
- C. ...
 - 1. ...
 - 2. ...
 - 3. ...
 - 4. ...
 - 5. ...
 - 6. ...
 - 7. ...
 - 8. ...
 - 9. ...
 - 10. ...
 - 11. ...
 - 12. ...
 - 13. ...
 - 14. Public/Semi-public Zone. Employee generating development in the Public/Semi-public zone;
or use of a Public/Semi-public nature as defined below:
 - a. A Public/Semi-public use shall meet all of the following criteria:
 - i. The use is allowed in the P/SP zone;
 - ii. The use is operated by a 501(c)(3) nonprofit;
 - iii. The use provides a community service required by law or court order; and

- iv. At least 50% of its annual funding comes from one or a combination of the following funding sources: federal, state, or local government.
- b. Prior to approval of the exemption, an Affidavit Affecting Title shall be recorded stating that any future use change of use or structural expansion that does not meet the exemption criteria of this section shall be subject to all applicable affordable workforce housing requirements.

15. . . .

(Ord. ____ § 1, 2025; Ord. 1275 § 1, 2021; Ord. 1313 § 1, 2022; Ord. 1348 § 14, 2023; Ord. 1405, § 1, 2024).

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

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

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.

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Regular Meeting
Submitting Department:	Town Clerk	Presenter:	Riley Hovorka
Agenda Item:	Nelson Drive Annexation Public Hearing	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to discuss the Annexation Petition submitted by the United States Forest Service (USFS) and set a date for the public hearing.

Requested Action.

Staff requests that the Council set a date of January 20, 2025 for the public hearing.

Recommendations.

Staff recommends the Council set a date for the public hearing so that staff can begin preparing the annexation report.

Background.

USFS is working with the Community Housing Trust (CHT) to develop workforce housing at its property located east of Nelson Drive. USFS already owns and manages employee housing on Nelson Drive, adjacent to the parcel they seek to annex. Annexing would facilitate the CHT to connect new development to Town water and sewer infrastructure and extend existing roadways through the parcel. Existing USFS employee housing units on Nelson Drive are already connected to Town water and sewer.

Analysis & Key Policy Questions.

Pursuant to Wyoming Statute 15-1-405, the Council shall establish a date, time and place for a public hearing not less than thirty (30) days nor more than one hundred eighty (180) days after the petition has been certified to be complete. The petition was certified complete by the Clerk on November 10, 2025. The date range for the public hearing is between December 10, 2025 and May 9, 2026. Staff recommend a public hearing date no sooner than the middle of the date range to allow sufficient time to complete all necessary research prior to the public hearing. It is important to note that the annexation ordinance will need to be approved at three readings *after* the public hearing, before the annexation will become effective.

Possible Alternatives.

None. Pursuant to Wyoming Statute 15-1-405, the Council shall establish a date, time and place for a public hearing not less than thirty (30) days nor more than one hundred eighty (180) days after the petition has been certified to be complete. The petition was certified complete by the Clerk on November 10, 2025.

Comprehensive Plan & Priority Alignment.

Annexation of proximate properties into the Town of Jackson contributes to Section 3 of the Comprehensive Plan related to Responsible Growth Management, which aims to direct future growth into a series of connected, Complete neighborhoods in order to preserve critical habitat, scenery, and open space in our Rural Areas.

Fiscal Impact.

The Town of Jackson may collect the cost of preparing the annexation report from the petitioning landowners pursuant to W.S. 15-1-402(d). Staff will track time spent preparing the annexation report to determine what the petitioner will be charged. The Town does not have additional fees for annexation other than those associated with relevant zoning amendments and utility connections, if needed.

Staff Impact.

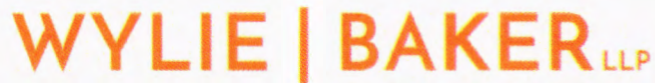
Annexing this property will require approximately 24 hours from the Legal, Planning, and Town Clerk departments. An additional 12 hours will be required of the Public Works and Engineering departments to coordinate public utilities and infrastructure improvements pursuant to W.S. 15-1-402.

Attachments or Links.

Annexation Petition for USFS's Nelson Drive Parcel into the Town of Jackson
Compliance Certification for Annexation Petition

Suggested Motion.

I move to set a date of January 20, 2026, for the public hearing of the United States Forest Service's Nelson Drive annexation.



November 3, 2025

Via Hand Delivery

Riley Hovorka, Town Clerk
Town of Jackson
150 E. Pearl Ave.
Jackson, WY 83001

RE: Annexation Petition for USFS Property adjacent to Nelson Drive

Dear Riley:

Wylie Baker LLP represents the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation ("**CHT**"). CHT is partnered with the United States Forest Service (USFS) to develop a 3.5-acre area of land east of Nelson Drive, as legally described and shown on Exhibits A and B of the enclosed petition (the "**Property**"). Through this development partnership, USFS will permit the CHT to develop affordable rental housing for the Jackson Hole community, including USFS employees (the "**Project**"). The USFS is the sole owner of the Property and has signed the enclosed petition. The CHT wishes to provide this letter in support of the petition.

By the enclosed petition, filed today, the USFS requests that the Town of Jackson (the "**Town**") annex the Property into the Town pursuant to Wyoming Statutes §§ 15-1-401 et al. CHT has met with Town officials including Tyler Sinclair and Arne Jorgensen several times over the last few months. Based on those meetings and the mission of the Project, CHT and the USFS are confident that the Property is eligible for annexation based on the statutory factors set forth in Wyoming Statutes § 15-1-403(a). These factors and their applicability to the Property are set forth below for the Town's consideration and convenience:

W.S. § 15-1-405(i): An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town.

The annexation of the Property into the Town will allow the Town to extend utility services to the Property, which will, in turn, facilitate the development of the Project. CHT plans to construct 36 new housing units on the Property to address Teton County's affordable housing crisis. These units will provide critical housing resources for those living and working in our community. In addition, a portion of the proposed housing within the Project will be earmarked for USFS housing. The USFS employees of the Bridger-Teton National Forest provide firefighting, river safety, and avalanche forecasting services for Teton County residents. Keeping Jackson's essential workforce in town is a net positive for the community.

In addition, based on CHT's meetings with the Town, CHT understands that the Property requested to be annexed has some chronic drainage problems at the entrance to the existing Nelson Drive Trailhead. Bringing this area of the Property into the Town's jurisdiction would allow the Town to address these drainage issues in coordination with the USFS.

60 East Simpson Ave.
P.O. Box 4211
Jackson, Wyoming 83001
o: 307.733.6688
f: 307.733.3758

W.S. § 15-1-405(ii): The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town.

The Property sits just to the east of the Town's current eastern boundary. The Project has been thoughtfully designed on the Property to integrate with the existing Nelson Drive residential development and accommodate the Nelson Trailhead, which provides a base for recreational activities including dog walking, mountain biking, and hiking. Including the Property in the Town would result in a cohesive eastern boundary.

W.S. § 15-1-405(iii): The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed.

The goal of annexation is to allow the Town to provide utility services to the Property. Based on CHT's meetings with the Town, CHT understands that annexation is the most logical way to extend water and sewer services to the Property and Project.

W.S. § 15-1-405(iv): The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. § 15-1-407.

The Property is both contiguous and adjacent to the Town. The Property's western boundary abuts the current eastern boundary of the Town. Per W.S. § 15-1-402(b), a public road easement does not interrupt contiguity.

W.S. § 15-1-405(v): If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410

CHT understands that the current franchise holders in the Town should be able to serve the Property if annexed. CHT works closely with the public utility (Lower Valley); it is CHT's understanding that there is adequate capacity for the proposed units of the Project.

W.S. § 15-1-405(vi): The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. § 15-1-405(a).

We are happy to offer any assistance the Town may need to comply with this requirement.

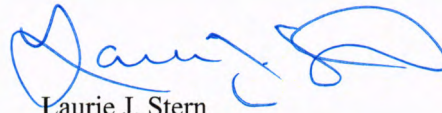
We expect that the Town will find that the annexation of the Property into the Town will fulfill each of the requirements of W.S. § 15-1-405. Should you need any additional information to make these findings, please do not hesitate to contact us if we can be at all helpful in this regard.

November 3, 2025

Page 3

We look forward to working through this process with you. Please contact me if you have any questions or concerns about this submittal.

Very Truly Yours,



Laurie J. Stern
Wylie Baker LLP
Attorney for CHT

Enclosures: Annexation Petition (copy)

Annexation Petition

For the Town of Jackson Clerk:

The United States Forest Service, as the sole owner of the real property located adjacent to the Teton County, Wyoming, which real property is legally described on Exhibit A and shown on the map attached hereto as Exhibit B (the "*Property*"), both Exhibits attached hereto and incorporated herein by reference, hereby petitions the Town of Jackson and respectfully requests that the Property be annexed into the Town of Jackson. The undersigned is the sole owner of the Property.

United States Forest Service

By: 

Name: Nathan Haynes

Its: Director of Lands & Minerals, USDA Forest Service, Intermountain Region

Date signed: October 30, 2025

EXHIBIT A
LEGAL DESCRIPTION

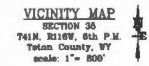
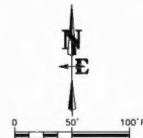
A Parcel of Land located in the W 1/2 NW 1/4 of Section 35, Township 41 North, Range 116 West, 6th P.M, Teton County, Wyoming and more particularly described as follows:

Beginning at the southwest corner of Cache Creek Housing Site Annexation No. 2, as shown on Map T-83B, records of the Clerk of Teton County;
Thence N89°37'10" E along the southerly line of said Cache Creek Housing Site Annexation No. 2, a distance of 414.58 feet to its southeast corner;
Thence N00°00'00" W, along the east line of said Cache Creek Housing Site Annexation No. 2, a distance of 462.10 feet;
Thence N90°00'00" E, leaving said line, a distance of 219.54 feet;
Thence S00°00'00" E, a distance of 252.85 feet;
Thence S29°37'43" W, a distance of 357.22 feet;
Thence S66°45'30" W, a distance of 154.59 feet;
Thence N23°17'03" W, a distance of 88.27 feet;
Thence N90°00'00" W, a distance of 282.36 feet to a point on the line common to Sections 34 and 35 of said T41N, R116W, said point also being on the easterly boundary line of Eastridge Addition to the Town of Jackson, Plat No. 730, records of Said Clerk;
Thence N01°18'23" E, along said line, a distance of 78.45 feet to the Point of Beginning.

Said Parcel contains 3.15 acres more or less and is subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

Basis of bearing is N00°00'00" W along the east line of said Cache Creek Housing Site Annexation No. 2.

Lucas D. Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 25-100-03
October 28, 2025



- CERTIFICATE OF SURVEYOR
State of Wyoming)
County of Teton)ss.

I, Lucas D. Rudolph, a Professional Land Surveyor in the State of Wyoming hereby certify, that this plot was made from the notes of surveys made by me, or under my direction, and from records in the Office of the Teton County Clerk; and correctly represents the shown hereon.

Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442

MAP TO ACCOMPANY ANNEXATION
to the
TOWN OF JACKSON
ORDINANCE NO. _____

Located in
W1/2 NW 1/4
Section 36
Township 41 North,
Range 116 West, 6th P.M.
Teton County, Wyoming

DRAWING NO 1	JOB TITLE TOWN OF JACKSON ANNEXATION PARCEL	DRAWING TITLE MAP TO ACCOMPANY ANNEXATION ORDINANCE		DATE 10/16/2008	REV 02
JOB NO 25-100-03	USA-USFS BRIDGER TITON NATIONAL FOREST	P.O. BOX 1390, JACKSON WYOMING (307) 733-2087	DESIGNED NA	CHECKED NA	APPROVED NA

MEMORANDUM

TO: Mayor and Town Council
FR: Riley Hovorka, Town Clerk
DT: November 10, 2025
RE: Compliance Certification for Annexation Petition

On November 3, 2025, I received a petition for annexation from the United States Forest Service, dated the same, November 3. The land in question can generally be described as a 3.5-acre area of land east of Nelson Drive.

After reviewing the petition according to Wyoming Statute 15-1-403, I hereby certify that the petition itself substantially complies with Article 4 of Title 15 of the Wyoming Statutes.

Following the timeline set forth by Wyoming Statutes and upon this certification to the Town Council, the Council must then set a date for a public hearing to determine if the proposed annexation complies with Wyoming Statute 15-1-402. The hearing must be held between 30 and 180 days of the certification, or between December 10, 2025 and May 9, 2026. Once Council sets the public hearing date, staff will begin making the findings, preparing the necessary documents, and issuing public notices as required.

An agenda item will be added to the Matters from Mayor and Council section of the regularly scheduled November 17, 2025 meeting, as a reminder to discuss and set the date for the public hearing.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: November 17, 2025

RE: Town Manager's Report

Grant Applications for Wyoming DEQ Volkswagon Settlement Funds

Through two separate applications, the Town and START Bus seek [Wyoming Department of Environmental Quality \(DEQ\) Volkswagon Settlement Funds](#) to replace four aging fleet vehicles. Town Public Works is applying to replace one 2002 dump truck (\$190,000) and one 2008 street sweeper truck (\$320,000) and is eligible to receive up to 100% of the cost of new vehicles. START Bus is applying to replace two 14-passenger ADA vans from 2003 with newer ADA vans (\$153,079 each) and will be eligible to receive up to 100% of the cost of the new vehicles. DEQ has a total award pool of \$1,516,344 to spend by 2027. Applications will be rated based on the projected reduction of nitrogen oxide (NOX) and cost-effectiveness.

Update on Potential Changes to 2:1 Workforce Housing Bonus

As part of the Planning Department's FY26 Work Plan, Council directed staff to facilitate a discussion on potential changes to the existing 2:1 Workforce Housing Bonus tool in the Town's Land Development regulations (LDRs). At its Workshop on October 20, Council directed staff to bring back a larger package of potential amendments to the Land Development Regulation (LDR) to address concerns about growth and development. The 2:1 Update is closely related to Council's broader concerns about LDR changes to better reflect the current community and Council's will. So, based on this recent Council action, the Planning Director is going to fold updates to the 2:1 Workforce Housing Bonus into the larger package of potential LDR amendments.

Temporary Sign Permits

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

- ✓ Skating Club of Jackson Hole requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from November 23 – December 6, 2025 to advertise their Holiday Spectacular (P25-201).
- ✓ Tribe JH requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from December 14 – 26, 2025 to advertise the Christmas Eve Service on the Town Square (P25-206).

- ✓ Slow Food in the Tetons requests to hang one temporary banner for four occurrences at 105 Buffalo Way (Albertson's) from December 1-7, 2025, January 19-25, February 2-8, and March 16-22, 2026 to advertise various dates of their Winter People's Market (P25-207).
- ✓ The Laff Staff requests to hang one temporary banner for four occurrences at 105 Buffalo Way (Albertson's) from November 30 – December 7, 2025, February 1-8, March 8-15, and April 12 – 19, 2026 to advertise various dates of their Live Improv Comedy Shows (P25-208).

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.

Idaho Department of Transportation (ITD) Federal Transit Authority (FTA) 5311 Grant Status Update

ITD has opened the grant application for our FTA 5311 grants and applications are due by December 22, 2025. START applies for these funds once every two years to support the Idaho Teton Valley Commuter Service. Idaho 5311 funds typically reimburse the Town at the following levels:

- 50% for direct operations costs
- 80% for Administrative costs
- 80% for repairs and maintenance

START wants to expand the application to include additional vanpool program funds and this would mean a second 5311 grant application, one for the commuter service, and a separate one for the van pool. If the van pool program is a success, we can combine the two into one application on the next round. These funds could only be used for vanpool applicants in Teton Valley, Idaho. With the approval of the Town Manager's report, staff will submit the second application for the Idaho van pool program. The current van pool program will start in the spring of 2026 and should we be successful with the Idaho grant for a van pool, the Idaho funds would be available October 2026 for an Idaho expansion.