

Regular Town Council Meeting

December 1, 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/88574728308?pwd=auIQD1CUUYGgMnYksc9Pw2oJCaUiB.1>

Or join at zoom.com with Webinar ID: **885 7472 8308** and Password: **83001** or by phone: **+1 253 205 0468**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Human Rights Day

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. November 17, 2025 Regular Town Council Workshop
 - 2. November 17, 2025 Regular Town Council Meeting
- B. Disbursements
- C. Contracts
 - 1. Amendment and Restatement Special Restriction for 842 West Snow King Avenue
 - 2. Commercial Lease Agreement with Down Towner
 - 3. Contract with R&A Safety, LLC
 - 4. Letter Agreement with Hirst Applegate

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

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.

- A. Jackson Hole Community Housing Trust - Nelson Drive Rental Housing Opportunity (Tyler Sinclair)
- B. Karns Meadow Monitoring Program Request for Proposals (Tanya Anderson)

VI. ORDINANCES

- A. Ordinance E: An Ordinance Providing an Exemption to Workforce Housing Mitigation (Second Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN TO 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).

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.

PROCLAMATION RECOGNIZING HUMAN RIGHTS DAY

WHEREAS, on Human Rights Day, we commit to upholding the equal and inalienable rights of all people. The United States was founded on the idea that every person is created equal and deserves to be treated equally throughout their lives; and

WHEREAS, after two world wars and the Holocaust, the United States joined countries around the globe to enshrine this idea into a Universal Declaration of Human Rights and helped establish the United Nations, upholding the inherent dignity of every person and creating a rules-based international order; and

WHEREAS, we continue to stand for the universal human rights to freedoms of association, peaceful assembly, religion, and expression and to stand with people everywhere who are bravely fighting for justice and defending life and liberty around the world; and

WHEREAS, there will always be forces seeking to pull the world apart: aggression, extremism, chaos, and cynicism. Our task is to ensure that the forces holding us together are stronger than those pulling us apart; and

WHEREAS, on Human Rights Day, we reaffirm our commitment to standing up for human rights at home and around the world. The future will be won by those who allow the full potential of their people to be realized to live with dignity, prosper, think freely, innovate, and exist and love openly without fear.

NOW, THEREFORE, BE IT RESOLVED, that I, Arne Jorgensen, Mayor of the Town of Jackson, on behalf of Jackson’s Town Council, proclaim December 10, 2025, Human Rights Day.

DATED THIS 1st DAY OF DECEMBER 2025.

TOWN OF JACKSON

By: _____
Arne O. Jorgensen, Mayor

ATTEST: _____
Riley Hovorka, Town Clerk

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

NOVEMBER 17, 2025

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Michelle Weber, Andrew Bowen, Susan Scarlata, Tanya Anderson, Kelly Thompson, and Riley Hovorka. *Via Zoom*: Tyler Valentine, Katelyn Page, and Ryan Hostetter.

Fairgrounds Lease, Rodeo Grounds Management Agreement, and Rodeo Concession Agreement. Roxanne Robinson made staff comment. Council held discussion with staff. Phil Wilson and Brandon Wilson commented on behalf of the concessionaire. Hal Johnson, Half Jackson, Diane McGee public comment. No motion was made.

Municipal Code Updates Regarding Public Property: Title 5, Business Licenses and Regulations and Title 9, Public Peace, Morals, and Welfare. Lea Colasuonno and Michelle Weber made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to direct staff to place ordinances effectuating the policy decisions of the Council on a future Council agenda for first reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 2:40pm and reconvened at 2:51pm.

Natural Resource Overlay, Waterbody and Wetland Protection Standards, and Wildlife Friendly Fencing LDR Amendments. Ryan Hostetter made staff comment. Council held discussion with staff. Megan Smith commented on behalf of the consultant. Amberly Baker made public comment. No motion was made.

Center Management Inc. (CMI) Funding Request for Capital Improvements. Tyler Sinclair made staff comment. Council held discussion with staff. Bob Karuth, Mac Monroe, and Andrew Brigham commented on behalf of CMI. There was no public comment. A motion was made by Jonathan Schechter and seconded by Alyson Sperry to continue this item to December 15, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. There was no discussion.

Council Priorities. There was no discussion.

Adjourn to Executive Session. A motion was made by Kevin Regan and seconded by Alyson Sperry to 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 cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii). Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:38 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: November 26, 2025

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 17, 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, Kevin Regan, and Alyson Sperry. Devon Viehman was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Paul Anthony, Michelle Weber, Tyler Florence, 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 proclaimed November 29, 2025 as Small Business Saturday.

Public Comment. Rick Howe made public comment.

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

- A. **Meeting Minutes.** To approve minutes from the November 3, 2025 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. A43 ARCHITECTURE \$1,072.50; ACE EQUIPMENT & SUPPLY \$1,540.00; ACE HARDWARE \$904.52; ALPHAGRAPHICS \$632.14; AMAZON \$2,092.83; ARBOR WORKS TREE SERVICE, LLC \$2,000.00; BIG R RANCH & HOME \$8.99; BLACK WIDOW WELDING 2 LLC \$3,841.84; BLISS CARGO \$46.88; BOLAND, ANITA \$2,263.80; BURKHOLDER, SHAWN \$2,141.61; CARQUEST AUTO PARTS INC. \$126.09; CASELLE INC. \$2,388.00; CENTURYLINK \$2,434.18; CERTIFIED LABORATORIES \$2,669.40; CHARLIE'S PLUMBING OF JH \$670.00; COMMUNITY ENTRY SERVICES \$45,000.00; CONRAD & BISCHOFF INC. \$53,422.15; CONTROL SYSTEM TECHNOLOGY, INC. \$300.00; CONWAY, LARS \$2,500.00; CREATIVE ENERGIES, LLC \$18,072.00; DAWSON INFRASTRUCTURE SOLUTIONS \$1,326.15; DECKER GLASS \$288.86; DEX IMAGING \$415.69; DICK ANDERSON CONSTRUCTION \$40,777.93; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$600.00; ELAN ONE CARD \$25,666.67; ELDER COMPANIES \$200.67; ENERGY LABORATORIES INC. \$577.00; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$309,828.25; EVOLUTION CONSTRUCTION & SERVICES, LLC \$10,913.00; FERGUSON ENTERPRISES, INC \$3.70; FLOCK GROUP INC \$87,500.00; FLORES, JUANITA \$480.00; FRIENDS OF PATHWAYS \$1,408.12; FRONTIER PRECISION, INC \$3,285.00; GABLE, RUSSELL \$175.00; GILLIG LLC \$2,462.72; GRIFFITH PARTNERSHIP LLC \$1,760.00; HD FOWLER COMPANY \$3,620.43; HIGH COUNTRY LINEN \$1,381.60; HUNT CONSTRUCTION INC \$26,660.55; IDAHO STATE TAX COMMISSION \$11,002.00; IDAHO TRAFFIC SAFETY, INC. \$5,151.90; INTERMOUNTAIN SWEEPER CO. \$378.10; INTERSTATE BATTERY \$874.75; IVY OUTDOOR SERVICES LLC \$25,281.37; JACKSON CURBSIDE INC. \$203.13; JACKSON GROUP LOCKBOX -\$894.68; JACKSON HOLE AIR \$15,000.00; JACKSON HOLE HISTORICAL SOCIETY \$15,000.00; JACKSON HOLE NEWS & GUIDE \$2,702.80; JACKSON LUMBER INC \$19.80; JET LINE SALES & SERVICE, LLC \$2,499.59; JOE JOHNSON EQUIPMENT \$528.71; JONES SIMKINS \$9,236.00; JP COOKE CO \$224.97; KEENAN, PETER \$2,357.50; KJ'S SERVICES INVESTMENTS LLC \$2,975.00; LAWNGEVITY \$361.41; LONG BUILDING TECHNOLOGIES INC. \$4,012.00; LOWER VALLEY ENERGY INC \$48,009.88; M. NEILS ENGINEERING, INC \$1,439.38; MASON, TOM \$276.00; MASTERCARE CLEANING JH, LLC \$1,202.00; MID-AMERICA RESEARCH CHEMICAL -\$143.00; MSC INDUSTRIAL SUPPLY CO \$590.40; NAPA AUTO PARTS INC. \$1,768.34; NELSON ENGINEERING \$4,342.50; NEW WEST REMOVAL LLC \$170.00; NOBLE TREE INC \$21,784.00; ONTKO, BRYAN \$155.00; OPS STRATEGIES, LLC \$14,918.75; OUTBACK LANDSCAPE OF WYOMING, LLC \$1,586.25; PIC N STITCH \$144.00; PITTS, SAMANTHA \$77.83; PLATT -\$15,456.57; PREMIER CLEANING SERVICES LLC \$2,124.00; PREMIER TRUCK- SALT LAKE CITY \$1,568.60; QUADIENT LEASING USA, INC. \$541.68; QUALITY AIR SOLUTIONS LLC \$3,000.00; RAMANATHAN, BRINDA \$2,500.00; RICH, SAMUEL \$1,644.08; SAFETY SUPPLY & SIGN CO., INC. \$5,148.87; SAGE TRUCK DRIVING SCHOOLS \$2,564.00; SHERWIN-WILLIAMS CO. \$33.95; SILVER CREEK SUPPLY \$57.51; SILVERSTAR \$6,130.28; SMITH, HAZEN \$189.00; SNAKE RIVER TREE & SHRUB \$1,197.20; SOSA'S JANITORIAL SERVICE \$6,120.00; SOUTHERN TIRE MART LLC -\$880.00; SPACE EXPLORATION TECHNOLOGIES CORP \$660.00; SPECIALTY CONSTRUCTION SUPPLY \$163.96; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STATE FIRE IDAHO \$6,409.28; STINKY PRINTS, INC \$50.23; STONE, KIRK \$3,241.35; SUNRISE ENVIRONMENTAL \$124.02; TETON COUNTY PUBLIC HEALTH

\$180.00; TETON COUNTY-FUND 10 \$6,146.00; TETON MOTORS INC \$73.16; TETON TRASH REMOVAL, INC. \$361.80; THE AFTERMARKET PARTS COMPANY, LLC \$101.64; THE TIRE RACK, INC. \$4,408.00; THOMSON WEST \$2,454.68; TK ELEVATOR CORP. \$814.14; T-MOBILE \$59.53; TMSC LLC \$2,042.00; TODAY CASH \$374.71; TRANSIT TALENT LLC \$135.00; TRANSPORTATION MANAGEMENT & DESIGN INC \$9,359.94; ULINE \$433.84; WBC PROPERTIES \$2,150.00; WESTERN STATE \$10,246.68; WILSON, JOHN \$2,200.00; WILSON, MICHELLE \$153.00; WYOMING BOARD OF CONTROL \$70.00; WYOMING DEPARTMENT OF TRANSPOR \$158.27; WYOMING LAW ENFORCEMENT ACADEMY \$65.00; WYOMING RETIREMENT SYSTEM \$321,892.98; WYOMING WATER DEVELOPMENT COMMISSION \$66,969.91; WYOMING WATER QUALITY & POLLUTION CONTR \$375.00; WYOMING.COM INC \$5.00; WYTRANS \$480.00.

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

D. **Contracts.**

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

E. **Award Bid 26-05 for the Procurement of a New Police Administration Truck.** 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.

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

Jackson Hole Community Housing Trust - Nelson Drive Rental Housing Opportunity. A motion was made by Kevin Regan and seconded by Jonathan Schechter to continue this item to the December 1, 2025 meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Water Quality Testing at Waste Water Treatment Plant Wetlands. Tanya Anderson and Johnny Ziem made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Sperry and seconded by Kevin Regan 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 a 'Chat w/Council'. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Third Party Review of Virginian Development Project Scoping Staff Report. Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Sperry and seconded by Jonathan Schechter to direct the Town Manager to hire and work with Developer's Research to undertake a third-party review of the 90 Virginian Lane Project, including Scope A & B in the amount of \$18,500, plus an additional contingency in the amount of \$7,500 for a total not to exceed of \$26,000. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Community Engagement. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Sperry and seconded by Jonathan Schechter 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, and to include youth members. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Alyson Sperry and seconded by Jonathan Schechter to direct staff to work with Voices JH 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.’ Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Application for Liquor License Transfer of Ownership to CP Teton Resort Property Owner LLC at 400 E. Snow King Ave. Mayor Jorgensen opened the public hearing. Roxanne Robinson made staff comment. Council held discussion with staff. Jacob Beckett commented on behalf of the applicant. There was no public comment. Having considered Wyoming Statute 12-4-104(b) statutory factors for this application, a motion was made by Jonathan Schechter and seconded by Alyson Sperry to approve the application for a transfer of liquor license ownership from Benchmark Hospitality of Wyoming LLC 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.

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

Text Amendments Related to Nonconforming Development, Parking Standards, and Administrative Adjustments. Andrew Bowen and Paul Anthony made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Sperry and seconded by Jonathan Schechter 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 the staff report dated November 17, 2025, and direct staff to present appropriate ordinances for first reading at future Town Council meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 8:03pm and reconvened at 8:11pm.

Resolution 25-23: Karns Meadow LWCF Grant Application. Tyler Florence made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Kevin Regan and seconded by Jonathan Schechter 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. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance 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 Alyson Sperry to approve Ordinance D on third reading, and designate it Ordinance 1449. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance E: An Ordinance Providing an Exemption to Workforce Housing Mitigation.

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:

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

Matters from Mayor and Council. Board and Commission Reports. There were no board or commission reports.

Nelson Drive Annexation Public Hearing Date. Riley Hovorka made staff comment. Council held discussion with staff. Anne Creswell made public comment. A motion was made by Alyson Sperry and seconded by Jonathan Schechter to set a date of January 20, 2026, for the public hearing of the United States Forest Service’s Nelson Drive annexation. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council discussed providing names during public comment. Riley Hovorka and Lea Colasuonno made staff comment. A motion was made by Alyson Sperry and seconded by Jonathan Schechter to approve travel to WAM winter meeting as well as legislative session by councilmembers. Tyler Sinclair made staff comment. The motion was withdrawn.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on grant applications for Wyoming DEQ Volkswagon Settlement Funds, an update on potential changes to 2:1 Workforce Housing Bonus, and temporary sign permits for Skating Club of Jackson Hole and Tribe JH. A motion was made by Jonathan Schechter and seconded by Alyson Sperry to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:36 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: November 26, 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
7072	120WATER	INV012081	2025 ANNUAL NOTIFICATIONS	11/10/2025	3,616.16	.00	
Total 7072:					3,616.16	.00	
328	842-NCPERS GROUP WYOMIN	842122025	PAYROLL DEDUCTIONS	11/01/2025	16.00	16.00	11/17/2025
Total 328:					16.00	16.00	
425	ACE EQUIPMENT & SUPPLY	179673	MOTOR ACTUATOR, REAR WH	10/31/2025	2,603.80	.00	
Total 425:					2,603.80	.00	
51	ACE HARDWARE	922470	MARKING PAINT	10/03/2025	23.98	.00	
51	ACE HARDWARE	924923	ICE SCRAPER	10/28/2025	17.98	.00	
51	ACE HARDWARE	924992	ELBOW	10/28/2025	9.96	.00	
51	ACE HARDWARE	925062	NIPPLE	10/29/2025	14.99	.00	
51	ACE HARDWARE	925324	PACKING TAPE & ACE BAGS	10/31/2025	27.98	.00	
51	ACE HARDWARE	925631	KEYKRAFTER & LED	11/04/2025	30.97	.00	
51	ACE HARDWARE	925691	HANDLE WHEEL	11/04/2025	3.49	.00	
51	ACE HARDWARE	925901	HOSE	11/06/2025	39.99	.00	
51	ACE HARDWARE	925928	KNIFE BLADES, PEX & ADAPTE	11/06/2025	49.93	.00	
51	ACE HARDWARE	925953	ADAPTERS	11/06/2025	19.97	.00	
51	ACE HARDWARE	926051	HAIRDRYER	11/07/2025	24.99	.00	
51	ACE HARDWARE	926262	CONNECTORS	11/10/2025	60.96	.00	
51	ACE HARDWARE	926269	SCREWS	11/10/2025	2.39	.00	
51	ACE HARDWARE	926282	HOSE SUPPLIES	11/10/2025	52.40	.00	
51	ACE HARDWARE	926294	BATTERIES	11/10/2025	33.98	.00	
51	ACE HARDWARE	926297	HOSES	11/10/2025	35.92	.00	
51	ACE HARDWARE	926298	CONNECTORS	11/10/2025	50.47	.00	
51	ACE HARDWARE	926332	ADD-A-TEE & SUPPLY FAUCET	11/11/2025	40.97	.00	
51	ACE HARDWARE	926338	HARDWOOD & CARPET	11/11/2025	56.98	.00	
51	ACE HARDWARE	926371	FAUCET KIT & FILTER	11/11/2025	199.98	.00	
51	ACE HARDWARE	926380	SCRUB BRUSH	11/11/2025	9.99	.00	
51	ACE HARDWARE	926391	FAUCET KIT	11/11/2025	20.00-	.00	
51	ACE HARDWARE	926419	EXTENSION CORD & SHOP TO	11/11/2025	149.87	.00	
51	ACE HARDWARE	926421	BATTERIES	11/11/2025	39.98	.00	
51	ACE HARDWARE	926432	HOSE BARB	11/11/2025	7.49	.00	
51	ACE HARDWARE	926455	ICEMAKER HOSES	11/12/2025	49.97	.00	
51	ACE HARDWARE	926486	ADAPTERS & CONNECTORS	11/12/2025	18.97	.00	
51	ACE HARDWARE	926504	ADAPTER, CONNECTOR & TEF	11/12/2025	14.97	.00	
51	ACE HARDWARE	926506	TOWELS	11/12/2025	5.49	.00	
51	ACE HARDWARE	926545	FLOOD LIGHT	11/12/2025	14.99	.00	
51	ACE HARDWARE	926559	CLEANING SUPPLIES	11/12/2025	38.95	.00	
51	ACE HARDWARE	926575	TAP	11/12/2025	8.99	.00	
51	ACE HARDWARE	926619	HEX	11/13/2025	2.39	.00	
51	ACE HARDWARE	926633	SOCKET ADAPERS & DRIVER S	11/13/2025	47.96	.00	
51	ACE HARDWARE	926634	ICEMAKER HOOKUP KIT & FAU	11/13/2025	51.98	.00	
51	ACE HARDWARE	926697	BATTERIES	11/13/2025	39.98	.00	
51	ACE HARDWARE	927054	CLEANING SUPPLIES	11/18/2025	58.95	.00	
51	ACE HARDWARE	927088	VACUUM & FILTER	11/18/2025	129.98	.00	
51	ACE HARDWARE	D49926	void - paid with cc	05/01/2025	74.99-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 51:					1,394.19	.00	
6861	ADVANCED NETWORK MANAG	IN110730	SAS EXPANSION, SYNOLOGY &	10/03/2025	13,486.66	.00	
Total 6861:					13,486.66	.00	
2269	AFLAC	118955	ACCOUNT #y9599	11/25/2025	1,574.03	1,574.03	12/01/2025
Total 2269:					1,574.03	1,574.03	
6686	Allegiance Benefit Plan Manage, I	11032025	PREMIUM & FEES	11/03/2025	105,683.15	105,683.15	11/10/2025
6686	Allegiance Benefit Plan Manage, I	11052025	ADVANCED FUNDING	11/05/2025	78,640.02	78,640.02	11/10/2025
6686	Allegiance Benefit Plan Manage, I	11062025	NOVEMBER 2025	11/06/2025	15,236.13	15,236.13	11/10/2025
Total 6686:					199,559.30	199,559.30	
6524	ALPHAGRAPHICS	IX-509623	BUS SIGNS	11/17/2025	277.72	.00	
Total 6524:					277.72	.00	
5726	AMAZON	117W-YDQ4-W	RETURN EMERGENCY BLANKE	11/19/2025	90.23-	.00	
5726	AMAZON	14G4-RJ9P-73	BACKUP CAMERA	11/12/2025	189.51	.00	
5726	AMAZON	1JRG-K397-9K	MOUNTING BRACKET	11/05/2025	27.99	.00	
5726	AMAZON	1MHF-DMLN-N	BATTERY CHARGER & LITHIUM	11/07/2025	766.98	.00	
5726	AMAZON	1TVM-WVD-1K	EMERGENCY BLANKET	10/28/2025	90.23	.00	
5726	AMAZON	1WX4-6W13-7	INDUSTRIAL LABEL MAKER, CR	11/20/2025	1,383.97	.00	
5726	AMAZON	1YFW-9K9L-L	USB CABLES	11/19/2025	100.96	.00	
Total 5726:					2,469.41	.00	
2763	AMERIWEST WATER SERVICES	25-2540	ALL-QWEST & FREIGHT	10/29/2025	24,818.11	.00	
Total 2763:					24,818.11	.00	
383	ANTLER MOTEL, INC.	11192025	ROOMS 11/19/25	11/19/2025	14,647.50	.00	
Total 383:					14,647.50	.00	
1783	AT&T	287279795460	WIRELESS	11/11/2025	315.66	.00	
Total 1783:					315.66	.00	
3500	BISON LUMBER	2510-891657	LAG SCREWS	10/31/2025	75.99	.00	
3500	BISON LUMBER	2511-892798	STRAP TIE, LUMBER & STAR	11/12/2025	183.27	.00	
3500	BISON LUMBER	2511-893151	SALE ITEMS	11/17/2025	270.00	.00	
Total 3500:					529.26	.00	
1560	BLUE SPRUCE CLEANERS,INC	09-104937	LAUNDRY	10/08/2025	17.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	09-105044	LAUNDRY	10/02/2025	16.30	.00	
1560	BLUE SPRUCE CLEANERS,INC	09-105640	LAUNDRY	10/02/2025	43.56	.00	
1560	BLUE SPRUCE CLEANERS,INC	10-101278	LAUNDRY	10/13/2025	17.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	10-102046	LAUNDRY	10/17/2025	17.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	10-102698	LAUNDRY	10/29/2025	37.75	.00	
1560	BLUE SPRUCE CLEANERS,INC	10-102700	LAUNDRY	10/29/2025	9.50	.00	
1560	BLUE SPRUCE CLEANERS,INC	10-103884	LAUNDRY	10/30/2025	25.97	.00	
1560	BLUE SPRUCE CLEANERS,INC	10-104252	LAUNDRY	10/30/2025	25.97	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1560:					212.90	.00	
5	CARQUEST AUTO PARTS INC.	6090-706155	WASHERS	11/11/2025	2.46	.00	
Total 5:					2.46	.00	
7764	CASEY, HEATH MICHAEL	11052025	DOT MED CERT	11/05/2025	155.00	.00	
7764	CASEY, HEATH MICHAEL	11052025	CLASS B LEARNERS PERMIT	11/05/2025	46.08	.00	
Total 7764:					201.08	.00	
544	CENTURYLINK	DEC25-334064	SERVICES	11/13/2025	65.88	.00	
Total 544:					65.88	.00	
5967	CITY OF DRIGGS	BBSTART2025	RENT NOV 2025, ELECTRIC & C	11/13/2025	2,018.49	.00	
Total 5967:					2,018.49	.00	
7758	COLORADO ASSOCIATION OF	2056	Annual Membership Dues 2025	03/03/2025	800.00	.00	
Total 7758:					800.00	.00	
2815	COLORADO/WEST EQUIPMENT	0216660-IN	2025 FORD E450 ENDERA B4	10/10/2025	153,078.78	.00	
Total 2815:					153,078.78	.00	
514	CONRAD & BISCHOFF INC.	IN-953980-25	DEF BULK	11/05/2025	672.54	.00	
514	CONRAD & BISCHOFF INC.	IN-966895-25	DIESEL	11/13/2025	16,586.87	.00	
514	CONRAD & BISCHOFF INC.	IN-966907-25	GAS	11/13/2025	13,068.90	.00	
Total 514:					30,328.31	.00	
4887	CONTROL SYSTEM TECHNOLO	11690	HIGH SCHOOL ROAD WELL	10/28/2025	95,282.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11699	HIGH SCHOOL ROAD WELL	11/03/2025	22,358.00	.00	
Total 4887:					117,640.00	.00	
7663	COOK GRADING AND PAVING, L	25-06	FALL PATCHING & OVERLAY	06/30/2025	28,471.42	.00	
Total 7663:					28,471.42	.00	
3272	COPYWORKS, LLC	251264	DOOR HANGERS	10/22/2025	330.00	.00	
Total 3272:					330.00	.00	
1691	CORE & MAIN LP	X908873	GASKET	10/21/2025	190.00	.00	
1691	CORE & MAIN LP	Y021288	4 X 14 MACH10 R900I	10/30/2025	4,596.18	.00	
Total 1691:					4,786.18	.00	
4918	DEAN'S PEST CONTROL LLC	105713	PEST MGT	10/08/2025	350.00	.00	
4918	DEAN'S PEST CONTROL LLC	106456	RODENT CONTROL	10/16/2025	100.00	.00	
Total 4918:					450.00	.00	
7649	DECKER GLASS	IRSW010412	WINDSHIELD	11/04/2025	147.09	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7649	DECKER GLASS	IRSW010508	WINDSHIELD	11/13/2025	256.90	.00	
Total 7649:					403.99	.00	
148	DELL	10845780047	BATTERY CARTRIDGE	11/07/2025	1,072.72	.00	
148	DELL	10845780047	SHIPPING AND HANDLING	11/07/2025	238.48	.00	
Total 148:					1,311.20	.00	
708	DELTA DENTAL PLAN OF WYOM	11062025	CLAIMS	11/06/2025	9,331.66	9,331.66	11/10/2025
708	DELTA DENTAL PLAN OF WYOM	11062025	ADMIN FEES	11/06/2025	370.27	370.27	11/10/2025
Total 708:					9,701.93	9,701.93	
3881	DEX IMAGING	AR14357592	COPIES	11/20/2025	105.75	.00	
Total 3881:					105.75	.00	
6270	DISCOUNT SNOW STAKES	194709	SNOW STAKES	10/19/2025	1,300.53	.00	
Total 6270:					1,300.53	.00	
6883	DIVISION OF CHILD SUPPORT	11132025	DCSE CASE #0005405448	11/13/2025	509.23	509.23	11/13/2025
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	23596	NOTARY STAMP ANN MCCLURE	11/05/2025	32.99	.00	
Total 3408:					32.99	.00	
7684	EDA LAND PLANNING	10-9680	ARCHITECT ASPEN HILL CEME	10/10/2025	4,146.25	.00	
Total 7684:					4,146.25	.00	
5223	ENERGY CONSERVATION WOR	TOJ 2025-2026	SOCIAL SERVICES CONTRACT	11/12/2025	8,750.00	.00	
5223	ENERGY CONSERVATION WOR	TOJ 2025-2026	1ST QUARTER PAYMENT	11/12/2025	8,750.00	.00	
Total 5223:					17,500.00	.00	
1134	ENERGY LABORATORIES INC.	733121	NITROGEN	09/04/2025	160.00	.00	
1134	ENERGY LABORATORIES INC.	748259	OIL & GREASE	11/06/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	748260	PHOSPHORUS	11/06/2025	183.00	.00	
1134	ENERGY LABORATORIES INC.	749589	OIL & GREASE	11/13/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	750627	PHOSPHORUS	11/18/2025	183.00	.00	
Total 1134:					870.00	.00	
6753	ESRI, INC	900128448	ARCGIS ONLINE CREATOR	11/03/2025	700.00	.00	
Total 6753:					700.00	.00	
81	EVANS CONSTRUCTION INC	25-04-18047	GREGORY LANE INFRASTRUC	11/04/2025	15,526.15	.00	
81	EVANS CONSTRUCTION INC	25-04-18047	GREGORY LANE INFRASTRUC	11/04/2025	.01	.00	
81	EVANS CONSTRUCTION INC	25-04-18047	GREGORY LANE INFRASTRUC	11/04/2025	21,360.34	.00	
81	EVANS CONSTRUCTION INC	25-04-18047	GREGORY LANE INFRASTRUC	11/04/2025	113,012.09	.00	
81	EVANS CONSTRUCTION INC	25-04-18047	GREGORY LANE INFRASTRUC	11/04/2025	15,526.15-	.00	
81	EVANS CONSTRUCTION INC	25-04-18047	GREGORY LANE INFRASTRUC	11/04/2025	21,360.34-	.00	
81	EVANS CONSTRUCTION INC	25-04-18047	GREGORY LANE INFRASTRUC	11/04/2025	406,203.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
81	EVANS CONSTRUCTION INC	25-04-18047	GREGORY LANE INFRASTRUC	11/04/2025	294,996.99	.00	
81	EVANS CONSTRUCTION INC	25-04-18047	GREGORY LANE INFRASTRUC	11/04/2025	5,948.00-	.00	
81	EVANS CONSTRUCTION INC	25-04-18047	GREGORY LANE INFRASTRUC	11/04/2025	5,948.00	.00	
81	EVANS CONSTRUCTION INC	MC25-026	RUSTY PARROT ALLEY PAVING	07/24/2025	32,800.00	.00	
Total 81:					847,013.08	.00	
6293	EVOLUTION CONCRETE CUTTI	11996	CONCRETE WORK	09/16/2025	917.50	.00	
Total 6293:					917.50	.00	
4709	FLEETPRIDE	130291121	CORE	11/14/2025	282.98-	.00	
Total 4709:					282.98-	.00	
6779	FOSTER, KYLE	11212025	CIVIL SUBPOENA CHEYENNE	11/21/2025	82.00	.00	
Total 6779:					82.00	.00	
668	FREEDOM MAILING SERVICE I	51687	BUSINESS LICENSE RENEWAL	11/08/2025	1,854.64	.00	
668	FREEDOM MAILING SERVICE I	51693	UTILITY BILLING	11/10/2025	967.73	.00	
668	FREEDOM MAILING SERVICE I	51693	UTILITY BILLING	11/10/2025	967.73	.00	
Total 668:					3,790.10	.00	
7104	GEDDES, GLENN	11132025	DOT EXAM	11/13/2025	155.00	.00	
Total 7104:					155.00	.00	
4212	GILLIG LLC	41370515	FUEL TANK VENT	11/04/2025	95.78	.00	
4212	GILLIG LLC	41370986	WINDSHIELDS	11/05/2025	3,471.25	.00	
Total 4212:					3,567.03	.00	
7342	HARMONY DESIGN, INC	25725	KARNS MEADOW PARK DESIG	11/14/2025	14,013.65	.00	
Total 7342:					14,013.65	.00	
4988	HD FOWLER COMPANY	17167665	VALVES	10/28/2025	21,629.56	.00	
Total 4988:					21,629.56	.00	
96	HIGH COUNTRY LINEN	0532893	LAUNDRY	10/06/2025	40.19	.00	
96	HIGH COUNTRY LINEN	0532893	LAUNDRY	10/06/2025	31.29	.00	
96	HIGH COUNTRY LINEN	0533392	MATS	10/08/2025	72.94	.00	
96	HIGH COUNTRY LINEN	0536056	Laundry	10/23/2025	21.88	.00	
96	HIGH COUNTRY LINEN	0536056	Laundry	10/23/2025	9.16	.00	
96	HIGH COUNTRY LINEN	0536056	Laundry	10/23/2025	60.60	.00	
96	HIGH COUNTRY LINEN	0536056	Laundry	10/23/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0536056	Laundry	10/23/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0536056	Laundry	10/23/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0536056	Laundry	10/23/2025	23.85	.00	
96	HIGH COUNTRY LINEN	0536056	Laundry	10/23/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0536479	LAUNDRY	10/27/2025	.40	.00	
96	HIGH COUNTRY LINEN	0536479	LAUNDRY	10/27/2025	28.76	.00	
96	HIGH COUNTRY LINEN	0536479	LAUNDRY	10/27/2025	5.37	.00	
96	HIGH COUNTRY LINEN	0537142	LAUNDRY	10/30/2025	21.88	.00	
96	HIGH COUNTRY LINEN	0537142	LAUNDRY	10/30/2025	9.16	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0537142	IAUNDRY	10/30/2025	22.82	.00	
96	HIGH COUNTRY LINEN	0537142	IAUNDRY	10/30/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0537142	IAUNDRY	10/30/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0537142	IAUNDRY	10/30/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0537142	IAUNDRY	10/30/2025	23.85	.00	
96	HIGH COUNTRY LINEN	0537142	IAUNDRY	10/30/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0538091	MATS	11/05/2025	308.79	.00	
96	HIGH COUNTRY LINEN	0538608	IAUNDRY	11/10/2025	.42	.00	
96	HIGH COUNTRY LINEN	0538608	IAUNDRY	11/10/2025	28.76	.00	
96	HIGH COUNTRY LINEN	0538608	IAUNDRY	11/10/2025	5.37	.00	
96	HIGH COUNTRY LINEN	0538679	MATS	11/10/2025	54.51	.00	
96	HIGH COUNTRY LINEN	0539206	IAUNDRY	11/13/2025	21.88	.00	
96	HIGH COUNTRY LINEN	0539206	IAUNDRY	11/13/2025	9.16	.00	
96	HIGH COUNTRY LINEN	0539206	IAUNDRY	11/13/2025	129.68	.00	
96	HIGH COUNTRY LINEN	0539206	IAUNDRY	11/13/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0539206	IAUNDRY	11/13/2025	14.68	.00	
96	HIGH COUNTRY LINEN	0539206	IAUNDRY	11/13/2025	13.30	.00	
96	HIGH COUNTRY LINEN	0539206	IAUNDRY	11/13/2025	23.85	.00	
96	HIGH COUNTRY LINEN	0539206	IAUNDRY	11/13/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0539574	Laundry	11/17/2025	88.41	.00	
96	HIGH COUNTRY LINEN	0539575	IAUNDRY	11/17/2025	23.72	.00	
96	HIGH COUNTRY LINEN	0539575	IAUNDRY	11/17/2025	31.29	.00	
96	HIGH COUNTRY LINEN	S0538521	KITCHEN TOWEL & TP	11/07/2025	74.28	.00	
96	HIGH COUNTRY LINEN	S0540145	DETERGENT	11/19/2025	64.26	.00	
Total 96:					1,360.37	.00	
7143	HOT SPOTS LLC	I-225055	INFRARED INSPECTION OF EL	11/05/2025	2,555.00	.00	
Total 7143:					2,555.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	197388	CROSSWALK & LINES	11/07/2025	15,574.26	.00	
Total 3323:					15,574.26	.00	
7126	INEO SYSTRANS USA INC	953201065	MASABI SUPPORT	11/13/2025	43,360.00	.00	
Total 7126:					43,360.00	.00	
106	INTERSTATE BATTERY	950007855	BATTERIES	11/10/2025	243.90	.00	
106	INTERSTATE BATTERY	950007941	BATTERIES	11/18/2025	499.95	.00	
Total 106:					743.85	.00	
110	INTERWEST SUPPLY COMPANY	IN0123414	CURVED GRADER BLADE & AR	10/29/2025	10,251.00	.00	
Total 110:					10,251.00	.00	
2	JACKSON CURBSIDE INC.	00033206	DEC-FEB RECYCLING HOME R	11/10/2025	885.00	.00	
2	JACKSON CURBSIDE INC.	00033227	DEC-FEB RECYCLING FERRIN	11/10/2025	255.00	.00	
2	JACKSON CURBSIDE INC.	00033239	RECYCLING	11/10/2025	2,266.00	.00	
Total 2:					3,406.00	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1055	OCTOBER HOURS & FUEL	11/11/2025	47,485.21	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1056	DECEMBER FIXED COST	11/11/2025	49,766.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6931:					97,251.21	.00	
7163	JACKSON GROUP LOCKBOX	709531IF	WORKLAMP	11/04/2025	221.94	.00	
7163	JACKSON GROUP LOCKBOX	709531IFX1	WORKLAMP	11/11/2025	147.96	.00	
7163	JACKSON GROUP LOCKBOX	709672IF	GLOVES	11/06/2025	43.28	.00	
7163	JACKSON GROUP LOCKBOX	709715IF	SURFACE MOUNTS	11/11/2025	327.74	.00	
7163	JACKSON GROUP LOCKBOX	710004IF	OIL & AIR FILTERS	11/11/2025	430.32	.00	
7163	JACKSON GROUP LOCKBOX	710399IF	FILTER-COOLANT	11/17/2025	28.92	.00	
Total 7163:					1,200.16	.00	
858	JACKSON HOLE COMMUNITY H	TOJ 2025 2 OF	2ND QUARTER	07/15/2025	12,500.00	.00	
Total 858:					12,500.00	.00	
131	JACKSON HOLE NEWS & GUID	382467	EVSE RFP	10/15/2025	100.00	.00	
131	JACKSON HOLE NEWS & GUID	382469	REGULAR MTG	10/15/2025	745.00	.00	
131	JACKSON HOLE NEWS & GUID	382470	SPECIAL MTG	10/15/2025	60.00	.00	
131	JACKSON HOLE NEWS & GUID	382857	WORKSHOP	10/29/2025	150.00	.00	
131	JACKSON HOLE NEWS & GUID	382858	SPECIAL MTG	10/29/2025	85.00	.00	
131	JACKSON HOLE NEWS & GUID	382859	REGULAR MTG	10/29/2025	840.00	.00	
131	JACKSON HOLE NEWS & GUID	382860	ORDINANCE 1447	10/29/2025	110.00	.00	
131	JACKSON HOLE NEWS & GUID	382861	ORDINANCE 1446	10/29/2025	350.00	.00	
131	JACKSON HOLE NEWS & GUID	383297	ORDINANCE 1448	11/12/2025	580.00	.00	
131	JACKSON HOLE NEWS & GUID	383298	REGULAR MTG	11/12/2025	475.00	.00	
131	JACKSON HOLE NEWS & GUID	383299	TETON RESOLUTION	11/12/2025	110.00	.00	
131	JACKSON HOLE NEWS & GUID	383437	EVANS CONSTRUCTION	11/19/2025	60.00	.00	
Total 131:					3,665.00	.00	
7768	JACKSON HOLE PROPERTY MA	11062025	REFUND OF BUSINESS LICENS	11/06/2025	82.00	.00	
Total 7768:					82.00	.00	
114	JACKSON LUMBER INC	0001144158-00	LOCK NUTS & HEX BOLTS	11/05/2025	54.50	.00	
Total 114:					54.50	.00	
239	JH20 WATER CONDITIONING &	10220	WATER	11/12/2025	110.00	.00	
Total 239:					110.00	.00	
139	JORGENSEN ASSOCIATES, PC	57167	GREGORY LANE	10/08/2025	16,407.96	.00	
139	JORGENSEN ASSOCIATES, PC	57167	GREGORY LANE	10/08/2025	16,407.96	.00	
139	JORGENSEN ASSOCIATES, PC	57167	GREGORY LANE	10/08/2025	16,407.96	.00	
139	JORGENSEN ASSOCIATES, PC	57408	SNOW KING TANK OVERFLOW	11/11/2025	3,104.25	.00	
139	JORGENSEN ASSOCIATES, PC	57436	GREGORY LANE	11/14/2025	13,370.42	.00	
139	JORGENSEN ASSOCIATES, PC	57436	GREGORY LANE	11/14/2025	13,370.41	.00	
139	JORGENSEN ASSOCIATES, PC	57436	GREGORY LANE	11/14/2025	13,370.42	.00	
Total 139:					92,439.38	.00	
4275	JORGENSEN, ARNE OLAUS	11172025	WASHINGTON DC MEALS	11/17/2025	368.00	.00	
4275	JORGENSEN, ARNE OLAUS	11172025	WASHINGTON DC UBER	11/17/2025	44.35	.00	
Total 4275:					412.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1628	JP COOKE CO	906426	SHIPPING FOR PET LICENSES	11/17/2025	49.98	.00	
Total 1628:					49.98	.00	
4902	KOIS BROTHERS EQUIPMENT	600852	LIFTGATE	10/07/2025	4,100.00	.00	
Total 4902:					4,100.00	.00	
7681	LEVEL 3 COMMUNICATIONS, LL	760069302	SERVICES	11/01/2025	1,407.81	.00	
Total 7681:					1,407.81	.00	
7715	LOTUS ENGINEERING & SUSTA	00019242	GHG PROJECT	11/07/2025	10,253.75	.00	
Total 7715:					10,253.75	.00	
156	LOWER VALLEY ENERGY INC	30580	WELL HOUSE PROJECT	11/20/2025	49,236.19	.00	
Total 156:					49,236.19	.00	
7048	M. NEILS ENGINEERING, INC	16960	SERVER ROOM	06/15/2025	1,227.50	.00	
Total 7048:					1,227.50	.00	
7732	MORRISON-MAIERLE, INC.	258868	WASTEWATER CAPACITY ANAL	11/10/2025	5,085.73	.00	
Total 7732:					5,085.73	.00	
257	NAPAAUTO PARTS INC.	347798	ENGINE RESTORE & FUEL FILT	10/22/2025	57.44-	.00	
257	NAPAAUTO PARTS INC.	348030	CUTTING TIP	10/23/2025	21.99	.00	
257	NAPAAUTO PARTS INC.	351127	OIL FILTER	11/05/2025	8.29	.00	
257	NAPAAUTO PARTS INC.	351404	TOLL WHEEL, MUFFLER SEALE	11/06/2025	104.29	.00	
257	NAPAAUTO PARTS INC.	351434	FILTERS	11/06/2025	22.73	.00	
257	NAPAAUTO PARTS INC.	351475	FILTERS	11/06/2025	105.36	.00	
257	NAPAAUTO PARTS INC.	352554	SHOP TOWELS	11/11/2025	8.67	.00	
257	NAPAAUTO PARTS INC.	352657	COUPLERS & BRAID HOSE	11/11/2025	114.40	.00	
257	NAPAAUTO PARTS INC.	352820	LIGHTING	11/12/2025	43.06	.00	
257	NAPAAUTO PARTS INC.	352981	WD40	11/13/2025	39.96	.00	
257	NAPAAUTO PARTS INC.	353026	TURNDOWN EXHAUST TIP	11/13/2025	136.82	.00	
257	NAPAAUTO PARTS INC.	353070	STICK HOSE GOLD	11/13/2025	79.80	.00	
257	NAPAAUTO PARTS INC.	353292	STICK HOSE GOLD	11/14/2025	79.80-	.00	
257	NAPAAUTO PARTS INC.	353310	OIL FILTER	11/14/2025	11.67	.00	
257	NAPAAUTO PARTS INC.	353313	FUEL FILTER	11/14/2025	25.93	.00	
257	NAPAAUTO PARTS INC.	353428	HEADLIGHT	11/14/2025	22.98	.00	
257	NAPAAUTO PARTS INC.	353750	RETURNED HEADLIGHT & ELE	11/17/2025	21.38-	.00	
257	NAPAAUTO PARTS INC.	353893	OIL FILTER	11/17/2025	4.55	.00	
257	NAPAAUTO PARTS INC.	353915	WINDSHIELD WIPER BLADES	11/17/2025	43.60	.00	
257	NAPAAUTO PARTS INC.	354025	OIL FILTER	11/18/2025	4.55	.00	
257	NAPAAUTO PARTS INC.	354041	SERVICE JACK	11/18/2025	323.99	.00	
257	NAPAAUTO PARTS INC.	354086	AIR FILTERS	11/18/2025	149.38	.00	
257	NAPAAUTO PARTS INC.	354323	AIR INTAKE CLEANER	11/19/2025	30.06	.00	
Total 257:					1,143.46	.00	
187	NELSON ENGINEERING	68744	VINE STREET IMPROVEMENTS	10/18/2025	500.00	.00	
187	NELSON ENGINEERING	68744	VINE STREET IMPROVEMENTS	10/18/2025	1,583.50	.00	
187	NELSON ENGINEERING	68744	VINE STREET IMPROVEMENTS	10/18/2025	500.00	.00	
187	NELSON ENGINEERING	68797	ALLEY REPLACEMENT 25-243-0	10/18/2025	7,315.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 187:					9,898.50	.00	
3761	NOBLE TREE INC	64-2025	REPAIR BOARDWALK	09/25/2025	21,784.00	.00	
Total 3761:					21,784.00	.00	
7703	OUTBACK LANDSCAPE OF WY	57574	FALL CLEANUP HANSEN	11/10/2025	166.50	.00	
Total 7703:					166.50	.00	
7052	PITTS, JASON	11062025	PHYSICAL	11/06/2025	155.00	.00	
Total 7052:					155.00	.00	
7591	POINT S REXBURG	920002150	TIRES	11/04/2025	3,980.00	.00	
Total 7591:					3,980.00	.00	
7723	PREMIER CLEANING SERVICES	25225	CLEANING	11/07/2025	320.00	.00	
Total 7723:					320.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775752927	CORE RETURN	11/04/2025	678.72-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775766022	CORE RETURN	11/10/2025	282.63-	.00	
Total 6483:					961.35-	.00	
7066	R & A SAFETY LLC	47558	DRUG TEST	10/04/2025	181.00	.00	
7066	R & A SAFETY LLC	47600	DRUG TEST	10/09/2025	90.50	.00	
7066	R & A SAFETY LLC	47623	DRUG TEST	10/10/2025	90.50	.00	
7066	R & A SAFETY LLC	47631	DRUG TEST	10/14/2025	90.50	.00	
7066	R & A SAFETY LLC	47639	DRUG TEST	10/13/2025	90.50	.00	
7066	R & A SAFETY LLC	47653	DRUG TEST	10/13/2025	90.50	.00	
7066	R & A SAFETY LLC	47673	DRUG TEST	10/17/2025	90.50	.00	
7066	R & A SAFETY LLC	47697	DRUG TEST	10/21/2025	90.50	.00	
7066	R & A SAFETY LLC	47747	DRUG TEST	10/22/2025	90.50	.00	
7066	R & A SAFETY LLC	47764	DRUG TEST	10/31/2025	90.50	.00	
7066	R & A SAFETY LLC	47789	DRUG TEST	10/04/2025	200.00	.00	
Total 7066:					1,195.50	.00	
6069	RAFTELIS	42887	OCTOBER 2025	11/16/2025	4,520.00	.00	
Total 6069:					4,520.00	.00	
7766	Ramirez,Enrique Ramirez	112025	BAIL REFUND CASE 25-10-0121	11/20/2025	290.00	290.00	11/20/2025
Total 7766:					290.00	290.00	
7765	REGAN, KEVIN	11172025	WASHINGTON DC UBER	11/17/2025	36.57	.00	
7765	REGAN, KEVIN	11172025	WASHINGTON DC BAGGAGE	11/17/2025	80.00	.00	
7765	REGAN, KEVIN	11172025	WASHINGTON DC REIMBURSE	11/17/2025	48.83-	.00	
7765	REGAN, KEVIN	11172025	WASHINGTON DC MEALS	11/17/2025	331.00	.00	
7765	REGAN, KEVIN	11172025	WASHINGTON DC METRO	11/17/2025	10.00	.00	
Total 7765:					408.74	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7341	RICH, SAMUEL	1111256598	BRUSH SET	11/11/2025	18.85	.00	
Total 7341:					18.85	.00	
4723	RON'S TOWING LLC	25-42254	TOW BUS TO IDAHO FALLS	11/13/2025	1,800.00	.00	
Total 4723:					1,800.00	.00	
13	SAFETY SUPPLY & SIGN CO., I	195722	DOWNTOWN 3 HR PARKING SI	10/09/2025	6,879.60	.00	
Total 13:					6,879.60	.00	
4691	SCHOW'S TRUCK CENTER	C005062506	BELT & TUBE ASSY	11/17/2025	733.34	.00	
Total 4691:					733.34	.00	
6365	SIGN IT NOW INC	14885	LETTERS	10/27/2025	237.64	.00	
Total 6365:					237.64	.00	
4548	SILVER CREEK SUPPLY	0023874227-0	CHECK VALVES	10/28/2025	67.83	.00	
4548	SILVER CREEK SUPPLY	0023880072-0	ELBOWS, COUPLERS, PIPES &	10/28/2025	122.35	.00	
4548	SILVER CREEK SUPPLY	0023880072-0	ADAPTERS & BUSHING SPIG	10/28/2025	5.45	.00	
4548	SILVER CREEK SUPPLY	0023883437-0	ADAPTERS & BUSHINGS	10/28/2025	13.40	.00	
4548	SILVER CREEK SUPPLY	0023893825-0	ELBOWS, ADAPTERS & PIPE ST	10/29/2025	16.22	.00	
4548	SILVER CREEK SUPPLY	0023894213-0	TEFLONT TAPE & BRASS NIPPL	10/29/2025	9.37	.00	
4548	SILVER CREEK SUPPLY	0023961298-0	RHOGARD	11/03/2025	98.77	.00	
Total 4548:					333.39	.00	
236	SMITH POWER PRODUCTS,INC	3273273	DOC SUBSCRIPTION RENEWAL	10/10/2025	2,360.00	.00	
Total 236:					2,360.00	.00	
7761	SMITH, HAZEN	11122025	CDL DRIVING SCHOOL 10/3-10/	11/12/2025	204.00	.00	
7761	SMITH, HAZEN	11132025	CDL & HOTEL	11/13/2025	190.00	.00	
7761	SMITH, HAZEN	11172025	CDL DRIVING SCHOOL 11/10-11/	11/17/2025	204.00	.00	
Total 7761:					598.00	.00	
3961	SPECTRUM	173067801110	INTERNET	11/07/2025	100.00	.00	
Total 3961:					100.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334655748	MEDICINE	11/11/2025	65.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334655749	TEST	11/11/2025	91.91	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334655751	TEST	11/11/2025	91.91	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334656074	VACCINE	11/14/2025	49.95	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334656075	MEDICINE	11/14/2025	92.77	.00	
Total 1505:					391.54	.00	
6871	STANDARD INSURANCE COMP	11042025	VOLUNTARY LIFE	11/04/2025	2,469.42	2,469.42	11/10/2025
6871	STANDARD INSURANCE COMP	11102025	NOVEMBER 2025	11/10/2025	9,375.12	9,375.12	11/10/2025
Total 6871:					11,844.54	11,844.54	
692	STAR VALLEY INDEPENDENT	25789	BUS DRIVER ADVERTISEMENT	04/30/2025	57.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 692:					57.00	.00	
4294	STATE FIRE IDAHO	12642812	WORK ON COMPRESSOR	10/31/2025	1,395.00	.00	
Total 4294:					1,395.00	.00	
3989	STINKY PRINTS, INC	11132025	24 X 36	11/13/2025	73.50	.00	
Total 3989:					73.50	.00	
1054	SUNRISE ENVIRONMENTAL	157486	KLEEN BRAKE, AF3, RAG TIME	11/05/2025	182.33	.00	
1054	SUNRISE ENVIRONMENTAL	157497	BOLTZ, HURRICANE, DRFROST,	11/06/2025	1,012.42	.00	
Total 1054:					1,194.75	.00	
7740	SUPPLYHOUSE LLC	24815073	FILTERS	11/06/2025	312.86	.00	
Total 7740:					312.86	.00	
7076	SUSTAINABLE STRATEGIES DC	4690	RETAINER	11/01/2025	7,580.00	.00	
Total 7076:					7,580.00	.00	
4933	SYMBOLARTS, LLC	445537	PATCHES	11/03/2025	908.25	.00	
Total 4933:					908.25	.00	
581	TETON COUNTY INTEGRATED	11605	CARDBOARD PICKUP	11/16/2025	261.00	.00	
581	TETON COUNTY INTEGRATED	2026-3	TASK WORK ORDER #1 GRANT	11/13/2025	4,833.03	.00	
581	TETON COUNTY INTEGRATED	757963	YARD WASTE	11/03/2025	97.00	.00	
581	TETON COUNTY INTEGRATED	758280	YARD WASTE	11/04/2025	59.00	.00	
581	TETON COUNTY INTEGRATED	759561	YARD WASTE	11/10/2025	88.00	.00	
581	TETON COUNTY INTEGRATED	759607	FREE BAGS	11/10/2025	.00	.00	
581	TETON COUNTY INTEGRATED	759944	YARD WASTE	11/12/2025	100.00	.00	
581	TETON COUNTY INTEGRATED	760156	YARD WASTE	11/12/2025	105.00	.00	
581	TETON COUNTY INTEGRATED	760393	YARD WASTE	11/13/2025	59.00	.00	
581	TETON COUNTY INTEGRATED	760506	DIM/LUMBER	11/14/2025	43.00	.00	
581	TETON COUNTY INTEGRATED	760702	YARD WASTE	11/14/2025	83.00	.00	
581	TETON COUNTY INTEGRATED	760951	YARD WASTE	11/17/2025	22.00	.00	
Total 581:					5,750.03	.00	
6902	TETON COUNTY PUBLIC WORK	2026-3	GRANT ADMIN & PROGRAM MG	11/13/2025	4,833.03	.00	
Total 6902:					4,833.03	.00	
55	TETON COUNTY SHERIFF'S-JAI	711	SEPTEMBER 2025	10/06/2025	1,575.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	712	OCTOBER 2025	11/18/2025	1,225.00	.00	
Total 55:					2,800.00	.00	
1614	TETON COUNTY-FUND 10	10312025A	DISPATCH OCTOBER 2025	10/31/2025	53,334.76	.00	
1614	TETON COUNTY-FUND 10	10312025B	COUNTY PLANNING STAFF OC	10/31/2025	5,587.86	.00	
1614	TETON COUNTY-FUND 10	10312025B	COUNTY PLANNING STAFF - JU	10/31/2025	3,036.97-	.00	
1614	TETON COUNTY-FUND 10	10312025C	COUNTY TRANSPORTATION STA	10/31/2025	3,706.50-	.00	
1614	TETON COUNTY-FUND 10	10312025C	COUNTY TRANSPORTATION STA	10/31/2025	6,897.01	.00	
1614	TETON COUNTY-FUND 10	10312025D	EMERGENCY MANAGEMENT O	10/31/2025	11,933.76	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1614	TETON COUNTY-FUND 10	10312025E	PATHWAYS OCTOBER 2025	10/31/2025	7,192.08	.00	
1614	TETON COUNTY-FUND 10	10312025F	P&R MONTHLY CONTRIBUTION	10/31/2025	205,545.42	.00	
1614	TETON COUNTY-FUND 10	10312025G	FIRE EMS MONTHLY CONTRIB	10/31/2025	262,168.58	.00	
1614	TETON COUNTY-FUND 10	10312025H	HOUSING MONTHLY CONTRIBU	10/31/2025	49,582.08	.00	
Total 1614:					595,498.08	.00	
268	TETON MOTORS INC	205022447 1	MUFFLER	11/13/2025	207.96	.00	
268	TETON MOTORS INC	5114713 2	ENGINE, FILTER, BOLTS, BELTS	11/05/2025	13,983.42	.00	
268	TETON MOTORS INC	5114807 1	SENSOR	11/18/2025	68.00	.00	
268	TETON MOTORS INC	5114811 1	MOUNT & SENSOR	11/18/2025	29.65	.00	
268	TETON MOTORS INC	5114822 1	MOUNT	11/19/2025	149.18	.00	
Total 268:					14,438.21	.00	
3237	THE AFTERMARKET PARTS CO	84001606	COMPRESSOR	10/08/2025	3,671.76	.00	
3237	THE AFTERMARKET PARTS CO	84024801	LAMP KIT	10/27/2025	245.24	.00	
Total 3237:					3,917.00	.00	
6810	THE TIRE RACK, INC.	UE15262	TIRES	11/07/2025	1,220.76	.00	
Total 6810:					1,220.76	.00	
70	TK ELEVATOR CORP.	3008844600	SNOW KING HOUSING	09/03/2025	5,240.32	.00	
70	TK ELEVATOR CORP.	6000835371	SNOW KING HOUSING	11/10/2025	1,850.00	.00	
Total 70:					7,090.32	.00	
6363	TMSC LLC	2025-005-17	INSTALL LIGHTS & OUTLETS	11/17/2025	9,310.80	.00	
6363	TMSC LLC	2025-005-17	TS HEATER AT GARAGE FIRE C	11/17/2025	2,087.00	.00	
6363	TMSC LLC	2025-005-17	42 PDUS	11/17/2025	4,600.00	.00	
6363	TMSC LLC	2025-005-17	INSTALL LIGHTS & OUTLETS	11/17/2025	2,040.00	.00	
6363	TMSC LLC	2025-005-17	INSTALL HEATER & THERMOST	11/17/2025	838.63	.00	
Total 6363:					18,876.43	.00	
7483	TODAY CASH	11132025	GARNISHMENT	11/13/2025	385.92	385.92	11/13/2025
Total 7483:					385.92	385.92	
7617	TRANSPORTATION MANAGEME	1156-09	5-YEAR TDP & FARE STUDY	11/10/2025	5,086.41	.00	
Total 7617:					5,086.41	.00	
7284	UCM DIGITAL HEALTH, INC	11072025	NOVEMBER 2025	11/07/2025	1,062.50	1,062.50	11/10/2025
Total 7284:					1,062.50	1,062.50	
4649	ULINE	199783055	CRATE FOR BAGS FOR CLEAN	10/27/2025	714.83	.00	
Total 4649:					714.83	.00	
777	UPPER CASE PRINTING INK	3731	BUSINESS LICENSE RENEWAL	11/07/2025	163.17	.00	
Total 777:					163.17	.00	
706	USA BLUE BOOK	INV00868683	T27	10/28/2025	20.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
706	USA BLUE BOOK	INV00881655	PRESSURE REGULATOR	11/11/2025	280.40	.00	
Total 706:					301.00	.00	
7767	VANDERHOVEL, RYAN	112025	BAIL REFUND CASEE 25-08-004	11/20/2025	500.00	500.00	11/20/2025
Total 7767:					500.00	500.00	
1949	VERIZON WIRELESS	6127455973	CELL PHONES	11/01/2025	6,530.35	.00	
Total 1949:					6,530.35	.00	
5654	VERIZON WIRELESS VSAT NOR	9022418016	PRESERVATION OR WARRANT	11/11/2025	75.00	.00	
Total 5654:					75.00	.00	
5022	VISION SERVICE PLAN - (WY)	11072025	NOVEMBER 2025	11/07/2025	2,017.11	2,017.11	11/10/2025
Total 5022:					2,017.11	2,017.11	
4848	WAMCO LAB, INC.	15183	TOXICITY TEST	11/18/2025	550.00	.00	
Total 4848:					550.00	.00	
1640	WESTERN STATE	IN003388233	CLAMP, BOLT, NUT & WASHERS	10/29/2025	80.68	.00	
1640	WESTERN STATE	IN003396702	INSPECT BLADE WING	11/06/2025	675.91	.00	
Total 1640:					756.59	.00	
2802	WESTWOOD CURTIS	24-06	MILLWARD WATERLINE REPLA	10/11/2025	11,760.29	.00	
2802	WESTWOOD CURTIS	24-06	MILLWARD WATERLINE REPLA	10/11/2025	989,345.80	.00	
2802	WESTWOOD CURTIS	24-06	MILLWARD WATERLINE REPLA	10/11/2025	48,879.00	.00	
Total 2802:					1,049,985.09	.00	
6080	WILLIAMS, TODD	11012025	STILL PHOTOGRAPHY JPD	11/01/2025	500.00	.00	
Total 6080:					500.00	.00	
2849	WINTER EQUIPMENT COMPAN	IV65278	PLOWGUARD & MUSHROOM S	11/12/2025	1,724.48	.00	
Total 2849:					1,724.48	.00	
6704	WSP USA INC.	40256387	SERVICES	10/06/2025	8,387.63	.00	
Total 6704:					8,387.63	.00	
4139	WY WORKERS' SAFETY & COM	11012025	WORKERS COMP OCT 2025	11/01/2025	17,873.05	17,873.05	11/13/2025
Total 4139:					17,873.05	17,873.05	
4198	WYOMING FIRST AID & SAFETY	90001928	first aid kit resupply	11/05/2025	205.87	.00	
Total 4198:					205.87	.00	
Grand Totals:					3,718,447.62	245,333.61	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	December 1, 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. Amendment and Restatement Special Restriction for 842 West Snow King Avenue

- *Purpose:* The purpose of this item is for the Council to consider an Amended and Restated Special Restriction for Affordable Ownership Housing at 842 West Snow King Avenue. This home is selling and requires a new restriction. The Restriction uses the standard template approved by Council in February 2023 with no changes.
- *Term:* The restriction is perpetual.
- *Cost and Payment Terms:* 0.00
- *Department & Budget Detail:* This item is for the Housing Department and is included in the Departmental budget for the recording fee line item.

2. Commercial Lease Agreement with Down Towner

- *Purpose:* The purpose of this item is to consider entering a Commercial Lease Agreement with Down Towner, START's on-demand service provider. Currently, Down Towner leases parking space from the Town at the START facility for up to six (6) vehicles and a trailer used as storage for \$250 a month. This trailer is not equipped for office space or for employees to leave a lunch in a fridge or get a drink. To improve the Down Towner's employee's working conditions and quality of life, START Director, Mike Toronto, offered, dependent on Town Council approval, to lease an office space in the START building to conduct business, meet with employees, use the lounge and kitchen facilities, and store and charge electronic devices used for service (there is one office space available). START Director Toronto offered, dependent on Town Council approval, to lease space in the bus barn to store cleaning supplies to detail vehicles (there is space for this, Director Toronto worked with Eric Hiltbrunner, Fleet Maintenance Manager, to identify appropriate space). Down Towner will not be using the vehicle wash bays.
- *Term:* One year (the Down Towner service contract is up at the end of the 2026 calendar year).
- *Cost and Payment Terms:* The Down Towner will pay \$1,000 per month for leasing all areas covered in the lease. The rent will be deducted from Down Towner's monthly invoice to the Town, reducing what START owes monthly.

- *Department & Budget Detail:* This item is for START Department and is included in the Departmental budget for the Microtransit – East Jackson line item.

3. Contract with R&A Safety, LLC

- *Purpose:* The purpose of this item is to contract for pre-employment, reasonable suspicion, post-accident drug and alcohol testing for all employees, as well as random testing, random pool selection, certified lab analysis, Medical Review Officer results-reporting, year-round record keeping, collector Department of Transportation qualification for all federally mandated Department of Transportation Federal Transit Authority and Federal Motor Carrier Safety Administration covered employees.
- *Term:* Effective December 15, 2025, ongoing until terminated.
- *Cost and Payment Terms:* Per test pricing \$48.50 - \$115.50 depending on test type and \$5.00 per employee for additions or deletions to random pool.
- *Department & Budget Detail:* This item is budgeted for in the employee recruitment line item for non-DOT employees and in the Drug & Alcohol Testing line item for both the Public Works and START Departments.

4. Letter Agreement with Hirst Applegate

- *Purpose:* The purpose of this item is to contract for support from a law firm for record requests. The Letter Agreement sets out the terms pursuant to which such service – if/when the Town uses these services – would be provided under. This includes who will support the Town, the rates, communication practices, termination, and miscellaneous provisions.
- *Term:* Upon execution until the Town's termination (no advance notice required).
- *Cost and Payment Terms:* Partner rate is \$300.00 per hour; Associate Attorney rate is \$275.00 per hour; Paralegal rate is \$150.00 per hour.
- *Department & Budget Detail:* This item is budgeted for in the professional services line item for the Legal Department.

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

Possible Alternatives.

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

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

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The fiscal impact for each contract is set forth above.

Staff Impact.

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

Attachments or Links.

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

1. Amendment and Restatement Special Restriction for 842 West Snow King Avenue
2. Commercial Lease Agreement with Down Towner
3. Contract with R&A Safety, LLC
4. Letter Agreement with Hirst Applegate

Suggested Motion.

1. I move to approve the Amendment and Restatement Special Restriction for 842 West Snow King Avenue, subject to minor changes by staff.
2. I move to approve the Commercial Lease Agreement with Down Towner, subject to minor changes by staff.
3. I move to approve the Contract with R&A Safety, LLC, subject to minor changes by staff.
4. I move to approve the Letter Agreement with Hirst Applegate, subject to minor changes by staff.

COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions for Affordable Ownership Housing
Located at 842 W. Snow King Avenue, Town of Jackson, Wyoming

This Complete Amendment and Restatement of the Supplemental Declaration of Covenants, Conditions and Restrictions for 810 West Addition to the Town of Jackson (Affordable Housing Lots) recorded in the Office of the Teton County Clerk on April 25, 2005 as document number 0647948 book of photo 586 pages 404-416 is made this _____ Day of _____, 2025 (the "Effective Date"), by JTCHA, the Town of Jackson and the undersigned owner ("Declarant") ("Special Restrictions").

RECITALS:

WHEREAS, the undersigned Declarant holds fee ownership interest in that certain real property known as 842 W. Snow King Avenue located in Teton County, Wyoming, and more specifically described as follows:

Lot 2 of 810 West Addition to the Town of Jackson Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 7, 2005 as Plat No. 1141

PIDN: 22-42-16-33-3-09-002 (the "Residential Unit");

WHEREAS, as a condition of its FDP Permit No. Dev 03-018 "FDP Approval"), for 810 West Addition to the Town of Jackson, Declarant was required to dedicate two (2) Affordable units to be owned by households who work in Teton County and will occupy the units as their sole primary residences. The unit described herein is being reclassified from Affordable Category 1 to Affordable 50-80% Income Range;

- Unit 2, with two bedrooms with Income Range 50-80%.

The Income Ranges are defined in the Rules and Regulations.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Declarant was required to restrict the initial and all subsequent sales and transfers of the Residential Unit, defined above, to a "Qualified Household,".

WHEREAS, consistent with the foregoing, the Residential Unit is subject to those certain Supplemental Declaration of Covenants, Conditions and Restrictions for 810 West Addition to the Town of Jackson (Affordable Housing Lots) recorded in the Office of the Teton County Clerk on April 25, 2005 as document number 0647948 book of photo 586 pages 404-416 (the "**2005 Special Restrictions**");

WHEREAS, in accordance with Section 21 of the 2005 Special Restrictions, the Special Restrictions may be modified with the written consent of TCHA, the Town of Jackson, and Owner ;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners voted to amend their 1990 Resolution creating the Teton County Housing Authority ("TCHA") and further amend the 1999 Resolution, to form a regional Housing Authority pursuant to Wyoming Statute §15-10-116(b) with the County of Teton and the Town of Jackson forming the regional housing authority known as the Jackson/Teton County Housing Authority ("JTCHA"), making the JTCHA the successor in interest to all deeds, documents, leases, and contracts of TCHA;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who will be employees of Teton County and agents acting on behalf of the JTCHA;

WHEREAS, in accordance with such Section 21 of the 2005 Special Restrictions, and consistent with the foregoing Recitals, JTCHA and the undersigned Declarant now desire to amend, restate and replace in their entirety with respect to the Residential Unit and Land the 2005 Special Restrictions by adopting these Complete Amendment and Restatement Special Restriction for Affordable Ownership Housing Located at 842 W. Snow King Avenue, Town of Jackson, Wyoming ("Special Restrictions");

WHEREAS, Declarant desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to Wyoming Statute. §15-10-116, as amended, and its successors or assigns, the Jackson/Teton County Affordable Housing Department (collectively "Housing Department") and The Town of Jackson, Wyoming. Furthermore, Declarant hereby declares that where the term "Declarant" is used in this Restriction it includes and means each and every subsequent owner, unless otherwise specifically clarified;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners have duly enacted the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations") and this Restriction is subject to such Rules and Regulations as they are amended from time to time;

NOW, THEREFORE, in satisfaction of the conditions in and consideration of FDP Approval, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Property and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I

OWNERSHIP

1.1 Qualified Household. The ownership of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household, as set forth herein and as further defined in the Rules and Regulations ("Qualified Household").

1.1.1 Employment. At time of purchase and in perpetuity during ownership, at least one member of the Qualified Household must work a minimum of 1,560 hours per year for a Local Business, as that term is defined in the Rules and Regulations.

1.1.2 Income Limit. At time of purchase, the Qualified Household's gross income must be between 50-80% of the median family income in Teton County, Wyoming, as established in the applicable year's United States Department of Housing and Urban Development's median family income chart for Teton County, Wyoming.

1.1.3 Residential Real Estate. At time of purchase and in perpetuity during ownership, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

- 1.1.4 Asset Limit. At the time of purchase of the Residential Unit, the maximum allowed value of assets shall be as set forth Rules and Regulations.
- 1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective buyer is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.
- 1.3 Ownership by Housing Department. Notwithstanding the foregoing, JTCHA may purchase and own the Residential Unit.

ARTICLE II OCCUPANCY, IMPROVEMENT, AND USE

- 2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.
- 2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.
- 2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.
- 2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.
- 2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.
- 2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.
- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.
- 2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.
- 2.10 Renting. The Residential Unit, nor any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may not be rented. Neither shall the same be otherwise occupied by persons other than as permitted in this Article.
- 2.11 Periodic Reporting. To confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations.

- 2.12 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

ARTICLE III SALE

- 3.1 Sale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.2. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit.
- 3.2 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 3%, whichever is lower per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Sale Price, the actual sales proceeds delivered to a seller may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale Price, as made by the Housing Department, shall be final and binding on all parties. Nothing herein shall be construed to constitute a representation or guaranty that upon the sale of a residential unit, a seller shall obtain the entire maximum sale price.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by the Town of Jackson, Wyoming. This Restriction may be terminated after a determination by the Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.
- 4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

- 4.2.1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon Declarant.
- 4.2.2 JTCHA did not exercise its rights as provided in Article V Qualified Mortgage.
- 4.2.3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the JTCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Declarant, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to a Declarant or any member of the Qualified Household, or (iv) JTCHA.
- 4.2.4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties, and fees, which proceeds would have been payable to Declarant of the foreclosed Residential Unit.
- 4.2.5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on Declarant, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice"). The Mortgagee Notice shall include all information relevant to Declarant's default and the actions necessary to cure such default. JTCHA shall have 45 days from the date of the Mortgagee Notice to exercise its rights under Article V, Qualified Mortgage. If JTCHA fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.
- 4.2.6 Nothing herein shall limit or restrict Declarant's right of statutory redemption, in which event this Restriction shall remain in full force and effect.
- 4.3 Amendment. This Restriction may be amended by a signed, written amendment executed by both The Town of Jackson, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.
- 4.4 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

ARTICLE V

QUALIFIED MORTGAGE

- 5.1 Qualified Mortgage. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
 - 5.1.1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, as long as such mortgage has a maximum loan to value ratio of 100%; and
 - 5.1.2 Is a mortgage solely for the purchase or refinance of the loan for the purchase (specifically excluding loans taken out for any other purpose, unless otherwise approved by the Housing Department) as long as the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined does not exceed 95% of the then

- current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
- 5.1.3 runs in favor of a "Qualified Mortgagee," defined as:
- 5.1.3.1 An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
- 5.1.3.2 A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
- 5.1.3.3 A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with Declarant or any family member of Declarant; or
- 5.1.3.4 JTCHA or Housing Department for any monies advanced by JTCHA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; or
- 5.1.3.5 the provider of a loan as described in Article 5.1.
- 5.2 Any mortgage, lien, or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:
- 5.2.1 be deemed unsecured; and
- 5.2.2 only be a personal obligation of a Declarant and shall not affect or burden, and shall not be enforceable against, such Residential Unit.
- 5.2.3 Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a Breach hereunder and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale.
- 5.3 In the event an Declarant fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage (Qualified or otherwise), lien, or other encumbrance purporting to affect the Residential Unit, or fails to timely make any other payment required in connection with the Residential Unit (including without limitation homeowner's association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit), the Housing Department shall have (in addition to the any other remedies) the right to:
- 5.3.1 Cure such default and assume the payments and other obligations of Declarant. In such event, Declarant shall be in Breach of this Restriction, and the JTCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale. In addition to such remedies, Declarant shall also be liable to the Housing Department for any amounts of money advanced.
- 5.3.2 Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and the JTCHA shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the JTCHA t shall determine.
- 5.3.3 Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to this Restriction.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH DECLARANT OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THIS RESTRICTION.

ARTICLE VI

TRANSFER

6.1 Transfer. The Residential Unit may only be sold in accordance with Articles 3.1 and 3.2, and only or transferred as follows:

- 6.1.1 Divorce. The provisions contained in this Article 6.1.1 apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Declarant, the Housing Department may consent to the transfer of the Residential Unit to the spouse, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- 6.1.2 Death. The provisions contained in this Article 6.1.2 apply only after the Initial Sale of the Residential Unit. In the event of the death of Declarant, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of the deceased, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- 6.1.3 Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with the Sale Provisions of this Restriction and in compliance with the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:
 - 6.1.3.1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
 - 6.1.3.2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, they shall cooperate with the Housing Department to effect the sale, conveyance, or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance, or transfer.
 - 6.1.3.3 A Nonqualified Transferee shall comply with this Restriction, the Rules and Regulations, the Covenants, Conditions & Restrictions, zoning, and all laws governing the ownership, occupancy, use, development, improvement, and transfer of the Residential Unit.
 - 6.1.3.4 A Nonqualified Transferee may only occupy the Residential Unit with the prior written consent of the Housing Department.

ARTICLE VII

GENERAL PROVISIONS

7.1 Breach

7.1.1 Breach Defined. Each of the following shall be considered a breach hereof ("Breach").

- 7.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against a Residential Unit.
- 7.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.
- 7.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.
- 7.1.1.4 Fraud or material misrepresentation by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.
- 7.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.
- 7.1.3 Court Enforcement. After exhausting the administrative process required by Article 7.2 any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.
- 7.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, the following:
 - 7.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.
 - 7.1.4.1.1 If the Option is exercised and a loan described in Article 5.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").
 - 7.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.
 - 7.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.
 - 7.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:
 - FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to JTCHA;
SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;
SEVENTH, to the repayment to JTCHA of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in Declarant's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to Declarant.
If there are insufficient proceeds to satisfy the foregoing, Declarant shall remain personally liable for such deficiency.

- 7.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- 7.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 7.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.
- 7.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds The Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of The Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 7.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.
- 7.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be

to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.

- 7.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.
- 7.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Property and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Property, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and The Town of Jackson, Wyoming.
- 7.5 Notices. All notices required to be served upon Declarant and The Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

To JTCHA / Housing Department:
Jackson/Teton County Affordable Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:
The Town of Jackson.
Attn: Clerk
P.O. Box 1687
Jackson, WY 83001.

Declarant
To the Address on file with the Teton County Clerk's Office

- 7.6 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 7.7 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.
- 7.8 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of

any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

- 7.9 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 7.10 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 7.11 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and The Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and The Town of Jackson, Wyoming.
- 7.12 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.
- 7.13 Governmental Immunity. Neither The Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 2025 (the "Effective Date").

DECLARANT:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2025, the foregoing Restriction was acknowledged before me by David Guslander as Owner of 842 W. Snow King Avenue.

Witness my hand and official seal.

(Seal)

Notary Public

JACKSON/TETON COUNTY HOUSING AUTHORITY

Anne Kent Droppert, Board Chair

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2025, the foregoing Restriction was acknowledged before me by Anne Kent Droppert as Board Chair of the Jackson/Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

Notary Public

ATTEST:

Sheryl Newton, Board Clerk

TOWN OF JACKSON

Arne Jorgensen, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2025, the foregoing Restriction was acknowledged before me by Arne Jorgensen as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public

ATTEST:

Riley Hovorka, Town Clerk

COMMERCIAL LEASE AGREEMENT BETWEEN TOWN OF JACKSON
AND JACKSON DOWNTOWNER, LLC.

This Lease Agreement ("**Agreement**") is made and entered into, effective as of _____, 2025 by and between the Town of Jackson ("**Landlord**" or "**Town**"), located at 150 East Pearl Avenue Jackson, Wyoming 83001 (email: clerk@jacksonwy.gov) and Jackson Downtowner, LLC ("**Tenant**"), located at 515 N Flagler Drive, STE 350, West Palm Beach, FL 33401 (email: _____) (Landlord and Tenant are each a "Party" to this Agreement and are collectively the "**Parties**").

RECITALS

WHEREAS, Tenant is a party to an agreement with Southern Teton Area Rapid Transit ("**START**") for the operation of an on-demand microtransit services program ("**START-on-Demand Service**") in and around the Town of Jackson ("**Downtowner Agreement**");

WHEREAS, Landlord owns certain real property situated at 55 Karns Meadow Drive, Jackson, Wyoming 83001 ("**Property**");

WHEREAS, Tenant desires to park up to six (6) cars and one (1) small office trailer not to exceed 10' x 20' on a certain portion of the Property ("**Designated Parking Space**") and to lease two dedicated spaces in the START bus barn on the Property for vehicle repair and maintenance off the START-on-Demand vehicles ("**Designated Maintenance Space**");

WHEREAS, Tenant desires to lease an office space in the START office building located on the Property ("**START Offices**") for use by Tenant employees for meetings, storing materials and working during regular business hours ("**Designated Office Space**");

WHEREAS, Landlord desires to lease the Designated Parking Space, the Designated Maintenance Space and the Designated Office Space (collectively, "**Premises**") to Tenant and Tenant desires to lease the Premises from Landlord, upon the terms and conditions provided herein.

NOW THEREFORE, in consideration of the foregoing Recitals, incorporated herein by this reference, the mutual covenants and understandings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. LEASE. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises according to the terms and conditions of this Agreement.
2. TERM. This Agreement begins on December 1, 2025 concludes on November 31, 2026, or until such time as this Agreement is terminated in accordance with the terms herein.
3. RENT. Tenant agrees to pay Landlord rent in the amount of \$1000.00 per month, due and payable on or before the first of each month. Rent may be paid through the Town's payment drop box located at the

north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, by ACH or credit card payment set up through the Town Finance Department or by other means approved in writing by Landlord.

4. DESIGNATED PARKING SPACE. The vehicles specified herein shall be parked on the Property in the Designated Parking Space as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Landlord reserves the right to relocate the Designated Parking Space location on the Property at any time with 24 hours' email notice to Tenant. The Designated Parking Space may only be used and occupied by Tenant for the purpose of storing the Tenant-owned vehicles used in the provision of START-on-Demand Service and the approved trailer, and when the START-on-Demand vehicles are in service under the Downtowner Agreement, Tenant's employees' personal vehicles for the duration of their work shift. Tenant may not allow any person other than its employees to enter, park a vehicle or stay upon the Designated Parking Space, or to permit activities other than appurtenant to parking upon the Designated Parking Space without written consent of Landlord.
5. DESIGNATED MAINTENANCE SPACE. Tenant may use two spaces in the START bus barn on the Property as set forth on Exhibit B, attached hereto and incorporated herein, for the sole purpose of cleaning and detailing Tenant's START-on-Demand vehicles and storing vehicle cleaning and detailing supplies and vehicle tires for the START-on-Demand vehicles. No person other than Tenant's authorized employees may drive a vehicle into or out of the START bus barn, operate any equipment therein, or be present in the START bus barn at any time other than pursuant to the terms of this Agreement, without the express written permission of Landlord. Tenant shall keep the Designated Maintenance Space area clean, free of dirt, debris, and mud after each use, and shall put away all cleaning and detailing supplies after each use.
6. DESIGNATED OFFICE SPACE. Tenant's START-on-Demand manager and employees ("**Tenant's Authorized Employees**") may use the Designated Office Space as set forth in Exhibit C, attached hereto and incorporated herein by this reference, from 5:30 am to 12:30 am for the sole purpose of START-on-Demand related work, meetings, storing office materials, and charging telephones and computer devices. Tenant's Authorized Employees may access only the following areas in the START Offices: (i) the Designated Office Space, (ii) the public internet, (iii) the lobby, (iv) the restrooms, and (iv) the kitchen (collectively, "**Permitted Areas**"). All other portions of the START building are strictly off-limits to Tenant, its employees, invitees, agents, or guests and shall be deemed private, non-public areas. Tenant acknowledges and agrees to these access limitations and shall ensure that Tenant's Authorized Employees, invitees, guests, and agents comply fully with them. At the commencement of this Agreement, Landlord shall provide Tenant with key(s) to the Designated Office Space and access badges to the START Offices in accordance with Landlord's standard clearance and approval procedures.
7. TENANT CONDUCT AND RESPONSIBILITIES. Tenant agrees and acknowledges that its use of the Premises is conditioned upon the following:
 - a. Shall comply with all rules and regulations made by Landlord from time to time for use and safety of the Premises.
 - b. Shall not make any alterations to the Premises or make any other improvements on the Premises.
 - c. Shall not place any auxiliary structures, materials, or other equipment of any kind in or on the Premises without the express written consent of Landlord; provided, however, Landlord

consents to Tenant installing one small refrigerator and a microwave in the kitchen of the START Offices, which shall be maintained by and be the sole responsibility of Tenant, including the removal of said appliances upon termination of this Agreement.

- d. May not use the Premises as a business address or for the purpose of conducting any type of business, profession, or trade other than the START-on-Demand Service.
 - e. Shall not use or permit to be used the Designated Office Space contrary to any federal, state, or local law or engage in any activity in or on the Property that is illegal under federal, state, or local law.
 - f. Shall keep all driveways clear and accessible.
 - g. Shall not place placards, signs, or other exhibits on the Premises.
 - h. Shall maintain order on the Premises; not make or permit employees to make loud noises that disturb the surrounds or otherwise create a nuisance. Tenant shall not engage in or permit in or on the Premises disruptive conduct, noisy disturbances, abusive language, intimidating behavior, bullying behavior, threatening behavior, violent acts, any other conduct that jeopardizes the health, safety, and/or welfare of Landlord, Landlord's employees, agents, neighbors, or property, or otherwise disturb or interfere with the rights of others.
 - i. Shall keep the premises clean and tidy, removing garbage, rubbish, and refuse and not allowing said items to be deposited or accumulate on the Premises.
 - j. Shall not smoke on the Premises at any time.
8. CONDITIONS OF PREMISES. Tenant stipulates, represents and warrants that Tenant accepts the Premises in their existing condition, and agrees that the Premises are, at the time of this Agreement, in good order, repair, and in a safe, clean, and tenantable condition.
9. MAINTENANCE; REPAIRS. Landlord agrees to maintain the Premises in a safe and habitable condition, with such costs borne by Landlord unless the repairs were necessitated by the negligence or intentional acts of Tenant. Damage to the Premises by Tenant's employees, invitees, agents, or guests thereof, may be grounds for termination of this Agreement. Tenant is required to pay the costs of repair for damage it causes to the Premises over and above reasonable wear and tear.
10. REIMBURSEMENT. If Tenant fails or refuses to comply with any of the terms and conditions of this Agreement, Landlord may carry out and perform such conditions at the cost and expense of Tenant, which amounts will be payable on demand to Landlord. This remedy will be in addition to such other remedies as Landlord may have by reason of the breach by Tenant of any terms of this Agreement. If Landlord fails or refuses to comply with any of the terms and conditions of this Agreement, Tenant may carry out and perform such conditions at the cost and expense of Landlord, which amounts will be payable on demand to Tenant. This remedy will be in addition to such other remedies as Tenant may have by reason of the breach by Landlord of any terms of this Agreement.
11. OBLIGATION TO NOTIFY. Tenant will immediately notify Landlord of any accidents, dangerous conditions, or hazards on the Premises that have caused, are causing, or may cause injury or damage to the Premises or persons or property located therein.
12. INSURANCE. It is acknowledged that Landlord does not maintain insurance for any of Tenant's personal property or any damage or loss caused by any reason whatsoever. Landlord is not responsible for any

property damage to property owned by Tenant or Tenant's guests, agents, or invitees, unless resulting from Landlord's intentional or negligent acts.

13. ENTRY ON PREMISES. Landlord and Landlord's employees and agents will have the right at all reasonable times during the term of this Agreement to enter the Premises for the purposes of making any inspections, repairs, or improvement as may be deemed appropriate by Landlord or required by law; to supply agreed services; to address an emergency; or as otherwise reasonably needed by Landlord. Tenant agrees to make the Premises available to Landlord or Landlord's employees and agents for purposes permitted under this Agreement. No advance notice is required for Landlord's entry upon the Premises.
14. ASSIGNMENT; SUBLETTING. Tenant may not assign this Agreement or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.
15. COMPLIANCE WITH FEDERAL REQUIREMENTS. Tenant acknowledges that the Property, including the Premises leased under this Agreement, is owned, operated, or maintained by Landlord with federal funding, including, but not limited to, funds from a TIGER/BUILD Discretionary Grant. Accordingly, Tenant shall comply with all applicable federal statutes, regulations, circulars, orders, policies, grant conditions, and guidance governing the use or operation of federally funded real property (collectively, the "**Federal Requirements**"). Federal Requirements include, without limitation, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200 and 2 C.F.R. Part 1201(DOT)), nondiscrimination and civil rights laws, environmental requirements, and all requirements imposed by the federal awarding agency or pass-through entity. A summary of these requirements is set forth in Exhibit D, attached hereto and incorporated herein by this reference. Tenant shall not use or permit the Premises to be used in any manner that would violate, conflict with, or jeopardize Landlord's compliance with the Federal Requirements or threaten the eligibility, status, or continuation of any federal grant or financial assistance associated with the Property. If Landlord determines, in its sole discretion, that Tenant's activities or operations fail to comply with the Federal Requirements or pose a risk to federal funding, Landlord may deliver written notice to Tenant identifying the issue. Tenant shall immediately take all corrective action required by Landlord and shall cease any non-compliant activities until the issue is resolved to Landlord's satisfaction. In the event that Tenant's corrective action is not satisfactory to Landlord, Landlord may terminate this Agreement.
16. TERMINATION. Either Landlord or Tenant may terminate this Agreement upon thirty (30) days' written notice. In addition, Landlord may terminate this Agreement immediately upon the occurrence of any of the following circumstances: (a) the Downtowner Agreement is terminated for any reason, (b) Tenant fails to comply with any of the conditions of use set forth in paragraphs 8 and 9, (c) Tenant is not in compliance with the Federal Requirements referenced in paragraph 15, or (d) Tenant or its employees, guests, invitees, or agents violate of the limited access restrictions set forth in paragraph 7. Tenant shall have a period of three (3) business days from the date of written notice from Landlord to Tenant within which to cure any default in the payment of Rent and other sums due hereunder. Tenant shall have a period of seven (7) days from the date of written notice from Landlord to Tenant within which to cure any other default hereunder; provided, however, that with respect to any such default capable of being cured by Tenant which cannot be cured within seven (7) days, the default

shall not be deemed to be uncured if Tenant commences to cure within seven (7) days and for so long as Tenant is diligently pursuing the cure thereof.

17. SURRENDER OF PREMISES. Upon the termination or expiration of the Agreement, Tenant must surrender the Premises in the same state and condition as they were at the commencement of this Agreement, except that Tenant will not be responsible for damage due to reasonable wear and tear. In addition, Tenant shall remove all personal property from the Premises, including, but not limited to, all vehicles, cleaning supplies, tires, refrigerator and microwave.
18. QUIET ENJOYMENT. If Tenant remains in compliance with the terms of this Agreement, Landlord covenants that Tenant will peacefully and quietly have, hold, and enjoy the Premises.
19. INDEMNIFICATION. Landlord will not be liable, and Tenant hereby waives all claims against Landlord, for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Tenant agrees to protect, indemnify and hold Landlord entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Premises to the extent that such injury or damage is caused by or arises from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, invitees or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by Tenant in or about the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises, including, but not limited to, the Federal Requirements; and (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Agreement. The provisions of this paragraph shall survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.
20. 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 above or (iii) when sent by email to the email address specified above, 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 above, (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.
21. GENERAL TERMS.
 - a. Binding Effect of Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
 - b. Amendment; Modification. It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations, or covenants can be modified, changed, terminated,

amended, waived, superseded, or extended except by appropriate written instrument fully executed by the Parties, and no waiver of the breach of the provisions of any paragraph of this Agreement shall be construed as a waiver of any subsequent breach of the same paragraph or any other paragraphs contained herein.

- c. Integration. The Parties intend this statement of their agreement, including the Recitals herein, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.
- d. Governing Law, Jurisdiction, Construction. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both Parties hereto. As such, it shall not be construed against or in favor of any Party by virtue of which party drafted it or any portion thereof.
- e. Severability. In the event that any provision of this Agreement is held to be in violation of Town, state or federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- f. Additional Documents and Acts. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- g. Counterparts; Digital Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original having identical legal effect, and all of which together constitute the same instrument. The signature of any party to any counterparty 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, 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 the Agreement as well as any facsimile or other reproduction thereof.
- h. Governmental Immunity. The Town of Jackson 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 occurring as a result of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Effective Date.

TENANT:

JACKSON DOWNTOWNER, LLC

BY: _____

TITLE: _____

LANDLORD:

TOWN OF JACKSON

BY: Arne O. Jorgenson, Mayor

ATTEST _____
Riley Hovorka, Town Clerk

Exhibit A – Designated Parking Space

Arial view



Parking View



Exhibit B – Designated Maintenance Space

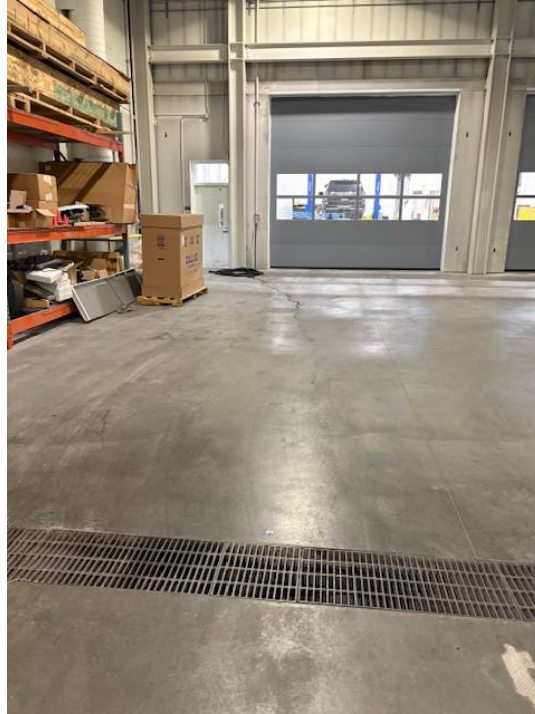


Exhibit C – Designated Office Space



Exhibit D – Federal Requirements Summary
(TIGER/BUILD Discretionary Grant-Funded Project)

1. Federal Interest in the Property

The Property was constructed, improved, or otherwise developed using funds awarded to the Landlord under a U.S. Department of Transportation (DOT) Transportation Investment Generating Economic Recovery (“TIGER”) / Better Utilizing Investments to Leverage Development (“BUILD”) Discretionary Grant (the “Grant”). As a result, the United States Government retains a continuing federal interest in the Property for the duration of the asset’s useful life, as required by 2 C.F.R. §§ 200.311–313 and the Grant Agreement. The Property is not to be used in a manner that violates or conflicts with the federal purpose of the Grant or the conditions imposed by the U.S. Department of Transportation (the “Federal Awarding Agency”).

2. Compliance with Uniform Administrative Requirements (2 C.F.R. Parts 200 and 1201)

Tenant shall comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 C.F.R. Part 200, as adopted by DOT in 2 C.F.R. Part 1201, including, but not limited to, requirements pertaining to:

- a. Use of real property (§ 200.311)
- b. Disposition and change of use requirements
- c. Program income (§ 200.307) generated from the Premises
- d. Maintenance of federally funded assets
- e. Record retention and audit access (§§ 200.334–337)
- f. Conflicts of interest and ethical conduct
- g. Subawards, contracts, and subleasing (if applicable)

These requirements apply for the entire useful life of the building or improvements funded by the Grant.

3. Nondiscrimination and Civil Rights Requirements

Tenant shall comply with all applicable federal nondiscrimination statutes, regulations, and contractual requirements, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 49 C.F.R. Part 21
- b. Section 504 of the Rehabilitation Act
- c. Americans with Disabilities Act (ADA)
- d. Age Discrimination Act of 1975
- e. Executive Order 13166 – Limited English Proficiency
- f. The nondiscrimination covenant required for transfer or use of DOT-assisted real property, specifically: The Tenant, for itself, its successors, assigns, and lessees, acknowledges that the Property was acquired or improved with Federal financial assistance provided by the U.S. Department of Transportation and agrees that it shall not discriminate on the basis of race, color, or national origin in the use, occupancy, or enjoyment of the Premises.

4. Environmental and Historic Preservation Requirements

Tenant shall comply with all applicable environmental and historic preservation requirements incorporated in the Grant Agreement or associated National Environmental Policy Act ("NEPA") documentation, including:

- Mitigation measures and commitments
- Restrictions on modifications to the site or structure
- Any conditions imposed under **NEPA, NHPA Section 106, the Endangered Species Act**, or related authorities

5. Continuing Control; Change of Use; Federal Approval

The Property must be used for the project purpose approved by DOT unless otherwise authorized in writing by the Federal Awarding Agency. Tenant shall not:

- change the primary use of the Premises,
- sublease space for non-approved uses,
- abandon operations, or
- make major alterations,

without prior written approval from the Landlord and, where required, from the Federal Awarding Agency.

A violation may require repayment of federal funds or other federal remedies under **2 C.F.R. § 200.311**.

6. Federal Access to Records and Premises

Tenant shall maintain all records necessary to demonstrate compliance with federal requirements and shall provide access to:

- the Landlord,
- the U.S. Department of Transportation,
- the U.S. Comptroller General, and
- any authorized federal representatives,

for audits, inspections, and investigations, as required by **2 C.F.R. §§ 200.336–337**.

7. Federal Updates and Amendments

Tenant agrees that all federal statutes, regulations, circulars, guidance, and requirements referenced in this Exhibit D—including future amendments and successor versions—are automatically incorporated herein and apply to the Tenant's use of the Premises without further action by the parties.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
R&A SAFETY, LLC AND THE TOWN OF JACKSON, WYOMING

This Independent Contractor Agreement Between R&A Safety, LLC ("Agreement") executed on this the _____ day of _____, 20____ is by and between the Town of Jackson, Wyoming, a duly created municipality of the State of Wyoming, located at 150 East Pearl Avenue, Jackson Wyoming 83001 ("Company"), and R&A Safety, LLC, a duly created LLC of the State of Wyoming, located at 901 Coburn Ave, Worland, WY 82401, ("Contractor") (together "Party" or "Parties").

SECTION 1 – TERM; WORK TO BE PERFORMED

- 1.1 Term.** Company agrees to hire Contractor, at will, for a term commencing on December 15, 2025 ("Commencement Date"), and continuing until terminated in accordance with Section 4.
- 1.2 Duties.** Contractor shall provide professional services ("Work") to Town as set forth in **Addendum A, Scope of Work**, which is incorporated as if fully set forth herein . Contractor further agrees that in all such aspects of such Work, Contractor shall comply with the policies, standards, regulations of the Company from time to time established, and shall perform the Work assigned faithfully, intelligently, to the best of its ability, and in the best interest of the Company.

SECTION 2 – CONFIDENTIALITY

- 2.1 Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Company, including amounts paid therefore, client and customer lists, and other Company data and information related to its business (collectively "Confidential Information") are valuable assets of the Company. Except for disclosures required to be made to advance the business of the Company or required by law, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Company.
- 2.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Company or containing any Confidential Information shall be the sole and exclusive property of the Company, and shall be returned to the Company upon termination of this Agreement or upon written request of the Company.
- 2.3 Injunction.** Contractor agrees that it would be difficult to measure damage to the Company from any breach by Contractor of Section 2.1 or 2.2 and that monetary damages would be an inadequate remedy for such breach. Accordingly, Contractor agrees that if Contractor shall breach Section 2.1 or 2.2, the Company shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Company.

- 2.4 **No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 – COMPENSATION

- 3.1 **Compensation.** In consideration of all Work to be rendered by Contractor to the Company, the Company shall pay to the Contractor in accordance with the rates set forth in Addendum A.
- 3.2 The amount of compensation will vary as a result of the time of day the Work is performed. Contractor shall submit properly detailed, appropriate invoices evidencing the Work performed to Company each month. Company 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 Work.
- 3.3 **Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Company shall not provide Contractor with any coverage or participation in the Company's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.
- 3.4 **Expenses.** Company shall reimburse Contractor all reasonable and necessary expenses incurred by Contractor in connection with the performance of its duties hereunder, provided, the Town Manager or designee of the Company has approved such expenses in advance.

SECTION 4 – TERMINATION

- 4.1 **Termination at Will.** This Agreement may be terminated by the Company immediately at will and in the sole discretion of the Town Manager of the Company. Contractor may terminate this Agreement upon thirty (30) days written notice to the Company. This Agreement also may be terminated at any time upon the mutual written agreement of the Company and Contractor.

SECTION 5 – INDEPENDENT CONTRACTOR STATUS

- 5.1 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 Company 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 Company 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 Company 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. .

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

SECTION 6 – REPRESENTATIONS OF WARRANTIES OF CONTRACTOR

- 6.1 Contractor represents and warrants to the Company that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or performing fully Contractor's Work under this Agreement.
- 6.2 Contractor also represents and warrants that it has the personnel, experience, and knowledge necessary to qualify it for the particular Work to be performed under this Agreement and that it shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement.

SECTION 7 – INSURANCE

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

SECTION 8 – NOTICE

- 8.1 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:

Company:

Town of Jackson

Attn: Town Clerk

P.O. Box 1687

Contractor:

R&A Safety

Attn: Annette Gonzales

901 Coburn Ave

Jackson, Wyoming 83002

Worland, Wyoming 82401

clerk@jacksonwy.gov

annette@randasafety.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.

SECTION 9 – MISCELLANEOUS PROVISIONS

- 9.1 Binding Agreement.** The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties. Any provision hereof which imposes upon Contractor or Company an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Company.
- 9.2 Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- 9.3 Governing Law; Jurisdiction; Construction.** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Wyoming. The Parties hereto 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 hereto and thus it shall not be construed against or in favor of any Party by virtue of which Party drafted it or any portion hereof.
- 9.4 Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties.
- 9.5 Governmental Immunity.** The Town of Jackson 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 occurring as a result of this Agreement.
- 9.6 Severability.** If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- 9.7 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.
- 9.8 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.
- 9.9 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.

WITNESS OUR SIGNATURES, this the _____ day of _____, 20____.

COMPANY: Town of Jackson

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovoka, Town Clerk

CONTRACTOR: R&A Safety, LLC

BY: _____
Owner

ADDENDUM A: SCOPE OF WORK

1. Contractor will perform all duties in compliance with the 49 CFR §§ 40, 655, and 382.
2. Contractor will maintain all necessary qualifications pursuant to USDOT regulations.
3. Contractor will charge prices as listed below.
4. Prices are valid for 24 months from the Commencement Date, after which prices must be agreed upon prior to an increase.

Pricing

Rates Include:

- All Testing, Random Pool Selection, DHHS (NIDA) Certified Lab Analysis, MRO Results-Reporting, & Year-round Record Keeping, Collector DOT Qualification.
- All 5-panel tests shall be pursuant to 49 CFR part 40, part 655, and part 382.

DOT/Non-DOT

Urine drug/split	\$90.50 per test plus any additional collection site charges.
Urine drug/split with a breath alcohol	\$115.50 per test plus any additional collection site charges.

Alcohol

Breath Alcohol (includes confirmation)	\$48.50 per test plus any additional collection site charges.
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Additions or deletions to the random pool	\$5.00 per employee
---	---------------------

After hours defined as 4PM to 8AM on weekdays, weekends, and all nationally recognized holidays, 2x the normal pricing will be charged or whatever the collection site charges, whichever is more.

JOHN J. METZKE
BILLIE L.M. ADDLEMAN
KHALE J. LENHART
KARA L. ELLSBURY
ERIN E. BERRY
CHRISTINE L. JORDAN
TYSON R. WOODFORD
JACOB L. VOGT
CASEY R. TERRELL *
CATHERINE M. MERCER
* ALSO ADMITTED IN MT, ND & TX



A LIMITED LIABILITY PARTNERSHIP

LAW OFFICES

PHYSICAL ADDRESS
1720 CAREY AVENUE, SUITE 200
CHEYENNE, WYOMING 82001-4427

MAILING ADDRESS
P. O. BOX 1083
CHEYENNE, WYOMING 82003-1083

JAMES L. APPLGATE
1931 - 2016

TELEPHONE
(307) 632-0541

TELEFAX
(307) 632-4999

WRITER'S E-MAIL:
baddleman@hirstapplegate.com
www.hirstapplegate.com

Monday
24 November 2025

84619.06

Ms. Lea M. Colasuonno
Town of Jackson
PO Box 1687
Jackson, WY 83001
lcolasuonno@jacksonwy.gov

VIA EMAIL ONLY

Dear Ms. Colasuonno:

RE: *TOWN OF JACKSON*
PUBLIC RECORDS REQUEST

Thank you for retaining our law firm to represent the Town of Jackson ("TOJ" or the "Client") in the above-referenced matter. This letter constitutes our agreement and confirms the terms and conditions of our representation of TOJ.

1. Scope of Representation.

TOJ asked us to assist it in responding to a public records request and anticipated litigation. We performed a conflicts check, and found no conflicts.

2. Responsible Attorneys and Paralegals.

Billie LM Addleman is the partner assigned to this file, and can be reached at 307-632-0541, ext. 306 and baddleman@hirstapplegate.com. Jacob L. Vogt is the associate attorney assigned to this file, and can be reached at 307-632-0541, ext. 309 and jvogt@hirstapplegate.com. Shannon M. Ward is the paralegal assigned to this file and can be reached at 307-632-0541, ext. 307 and ward@hirstapplegate.com. We reserve the right, upon the TOJ's approval, to hire one or more subcontractors or associate with another attorney or firm in performing our services to TOJ. For example, we typically outsource the inputting and coding of database documents, and we will bill you for this at the actual cost billed to us for that task.

3. Compensation and Reimbursements.

We bill for our services at the prevailing hourly rates for the person or persons performing each specific task. Currently, our partner rate is \$300.00 per hour, our associate attorney rate is \$275.00 per hour, and our paralegal rate is \$150.00 per hour. We periodically review our rates and adjust them from time to time to reflect improved professional skills and changing economic conditions. This review is typically conducted at the beginning of every calendar year or specific project. We will notify you of any changes to our rates. Depending upon the nature and complexity of the matter, we may utilize associates or paralegals of the firm in order to perform the work as economically and efficiently as possible.

In addition, TOJ will be billed monthly for any cash disbursements we incur on TOJ's behalf. These costs will be billed to you at the cost that we paid, and will generally include investigation, service of process fees, filing fees, deposition expenses, travel expenses, long distance telephone charges, and other out-of-pocket expenses incurred in representing you. You will also be billed for in-house copies at the rate of \$0.15 per Black & White page and at \$1.00 per Color page. We expect payment within 30 days of the invoice. Balances due on invoices beyond 60 days will accrue interest at the rate of 1.5% per month. Please be advised that Hirst Applegate, LLP will advance expenses up to \$1,500.00. Expenses over that amount will be forwarded to you for direct payment to the vendor. If you have any questions regarding this policy, please let us know.

From time to time, our clients inadvertently overpay a bill. We will deposit such overpayment in the Hirst Applegate Client Trust Fund Account. Unless you notify us within fifteen days of the date of this letter that you elect to have your overpaid funds returned to you, these funds will be applied to future invoices. If your funds are held in trust, we confirm that we will return any unapplied or unused portion of such funds to you when we have completed the legal tasks we were assigned, and our services are no longer needed.

4. Electronic Communication.

Our preferred method of communicating with you is through standard internet e-mail. Security risks related to the use of internet e-mail are well-known and widely accepted as a fact of life in modern business dealings. Unless you specifically request a more secure means of communication, we will communicate with you via standard unencrypted e-mail at lcolasuonno@jacksonwy.gov, or at any other email address provided to us by TOJ representatives.

5. Electronic Data Preservation.

Electronic discovery is an important part of the litigation process and can potentially change the outcome of a case. Many courts take a hard line against clients and counsel who do not preserve electronically stored information. Accordingly, during the course of this litigation, you have an obligation to preserve all electronic data and to take affirmative steps to monitor preservation compliance by third parties. Enclosed with this

engagement letter is an E-Preservation letter that outlines your compliance obligations for preserving electronic information. Please review the letter carefully to ensure observance of your electronic preservation obligations.

6. Discharge and Withdrawal.

TOJ may discharge us at any time. We may withdraw with TOJ's consent or for good cause. Good cause includes TOJ's breach of this engagement letter agreement, TOJ's refusal to cooperate with us or to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical.

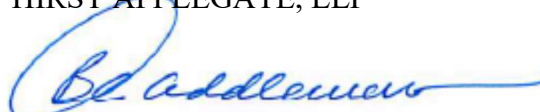
7. Miscellaneous.

This engagement letter agreement shall be governed by the laws of Wyoming. No modifications, amendments, supplements or changes are effective unless made in writing and signed on behalf of each of the parties. If you agree with the terms and conditions of our representation as set forth in this letter, please sign and date a copy of this letter and return it to us. Please retain an original for your records. If you have any questions or concerns, please give me a call as soon as possible.

If you have any additional questions about our firm or any of the attorneys or staff who may be assisting with this matter, please feel free to visit our web site at www.hirstapplegate.com. Thank you for retaining us to represent you in this matter. We look forward to working with you and will keep you advised as the case progresses.

Sincerely,

HIRST APPLGATE, LLP



BY: BILLIE LM ADDLEMAN

TOWN OF JACKSON

BY: _____

DATE: _____

ATTEST: _____

BLA/aml

Riley Hovorka,

Town Clerk

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

November 24, 2025

RE: November 17, 2025 Nelson Drive Staff Report

Dear Mayor Jorgensen and Members of the Jackson Town Council,

We have reviewed the November 17th staff report and we are writing to provide additional information in advance of your December 1 discussion.

- 1. What happens at the end of the 30-year term?** As you are aware, the opportunity at Nelson Drive is made possible by a 30-year Special Use Permit issued by the U.S. Forest Service. At the end of the 30-year term, we 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. As your partner in Nelson Drive, this fee would be substantiated by income statements, cash flow projections, and maintenance and replacement fund balances. **If the federal government does not renew the Special Use Permit, we are willing to compensate for this loss with six first option rights on CHT housing inventory.** This back-stop will protect the Town's long-term investment in housing if the MOU is not renewed in 30 years.
- 2. How is the price of a 30-year lease determined?** The cost is equal to the actual cost of the construction subsidy remaining after the Bridger Teton contributes the land at no cost and CHT passes 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). **This partnership allows the Town to secure access to brand new housing for employees at 51% of the actual cost.**

AVERAGE COST PER UNIT		AVERAGE COST/FOOT
Hard Cost Vertical	\$765,649	\$ 548/foot
Hard Cost Horizontal (infrastructure)	\$80,000	\$ 58/foot
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)	
Land Credit	\$(394,000)	
30 Year Lease Price/Unit	\$675,000	

- 3. Where does the rental revenue go?** An additional, meaningful benefit of this partnership is the commitment from CHT to manage operations and maintenance of the property. This allows the Town to minimize financial risk and exposure, eliminate carrying costs, and avoid ongoing capital expenditures associated with property ownership. The following chart summarizes the average operating income and expenses associated with a Nelson Drive unit on an annual basis.

Annual Operating Budget	Avg. Home	% Total
Rental Revenue		
Gross Rent	21,553	
Absorption & Turnover Vacancy	(216)	
Effective Gross Revenue	21,338	
Expenses		
Management & Administration	(3,293)	15%
Maintenance Expenses (Property care/Repairs)	(1,812)	8%
Operating Expenses (Irrigation, trash, fire system)	(817)	4%
Insurance & Performance Bond	(2,085)	10%
Total Expenses	(8,007)	37%
Net Operating Income	13,331	62%
Replacement Reserves	(1,940)	9.0%
Free Cash Flow (Available for Debt Service)	11,391	53%
Interest on 10 year \$6.4M loan	8,994	
Excess cash flow for required principal repayment yr 10	2,397	
	0	

- 4. Rental Rates and TOJ employee affordability.** As a not-for-profit developer and manager of affordable housing, we rely on industry definitions to price Affordable Housing. CHT rental pricing assumes a household spends 30% of their gross annual household income on their housing.

This pricing structure requires that we make assumptions about household size and household incomes. For this, we rely on three sources: the Median Family Income chart published by HUD annually, financial information from 1,500 applicants on the CHT waiting list (**58 of which are employees of the Town of Jackson**) and for Nelson Drive, we looked to actual incomes of every TOJ employee. Following is an analysis of TOJ employee affordability per unit:

- 65% of TOJ employees (95 people) can afford the 1-Bedroom B units at \$1,700/mo;
- 57% of TOJ employees (83 people) can afford the 1-Bedroom A units at \$1,900/mo.
- 22% of TOJ employees (32 people) can afford the 2-bedroom units at \$2,800/month **on a single income.**

It is important to note that the rental rates of all 36 units at Nelson Drive are priced to be “Capital A-Affordable” to households that earn less than 120% of Median Family Income; these are not “Workforce Rental Units”. While all products are needed in the community, it is important to remember there is a well-documented need for “Capital A-Affordable Housing” and “Affordable Housing” requires much larger subsidies than Workforce units, which tend to serve households with higher incomes.

Thank you for your consideration of our request for partnership.

Anne Cresswell, Executive Director
Jackson Hole Community Housing Trust



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.**

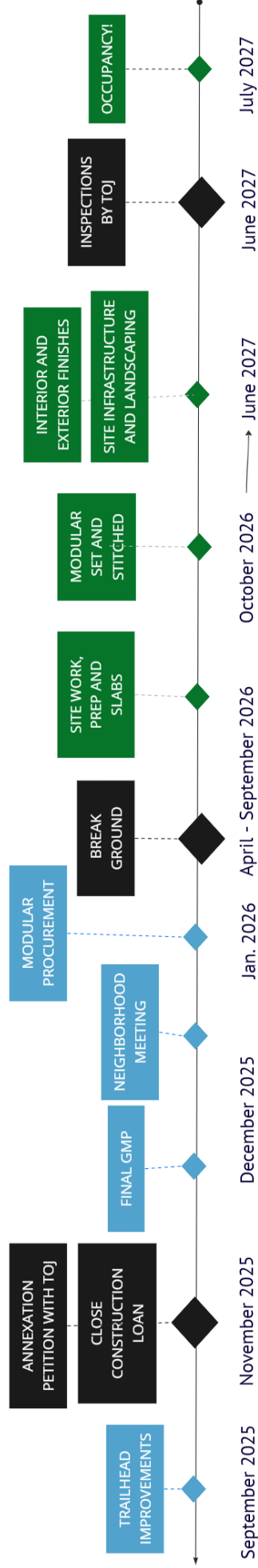
This opportunity for our community is now. In order for CHT to take advantage of efficiencies inherent in modular construction, we must begin procurement on January 1st. This requires that we close our construction loan at the end of the year. To close our loan, we need to know the Town is a partner 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:

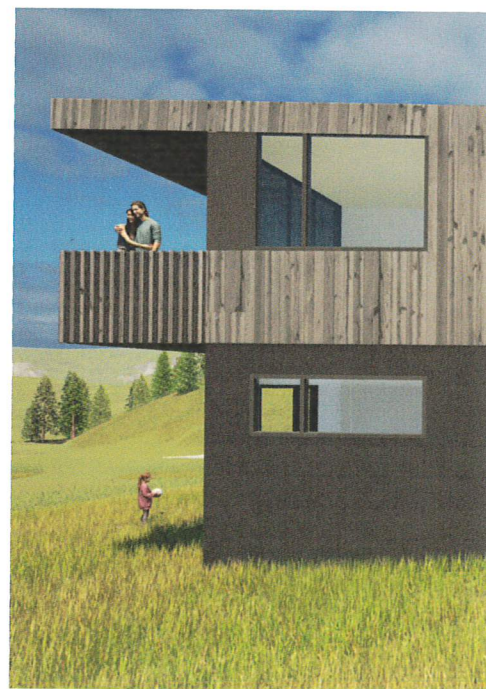
Construction start

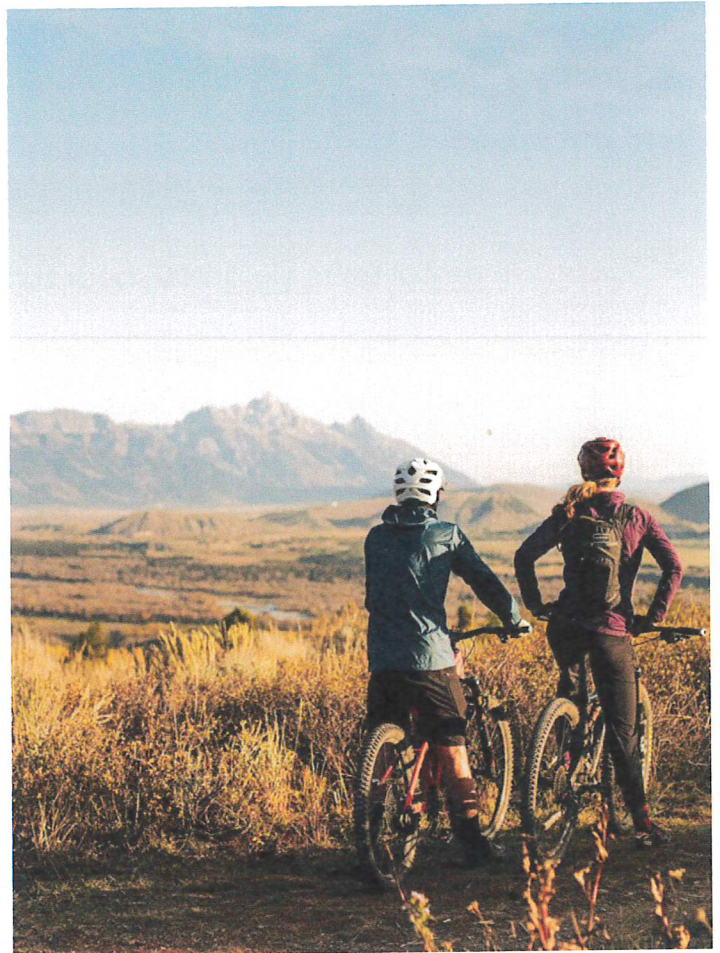
Fall 2027:

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.



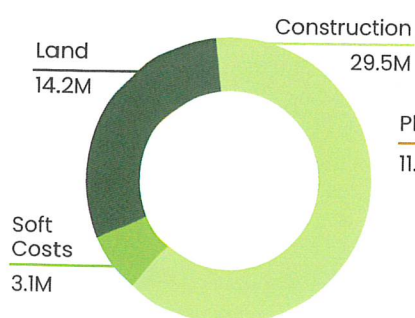




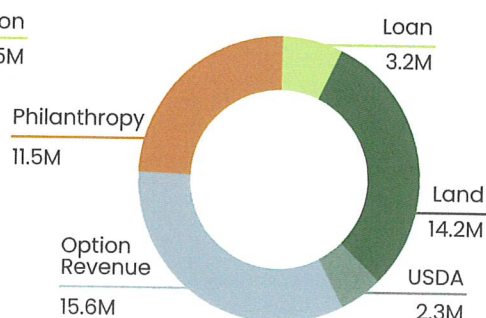
NELSON DRIVE PROJECT PROFORMA

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

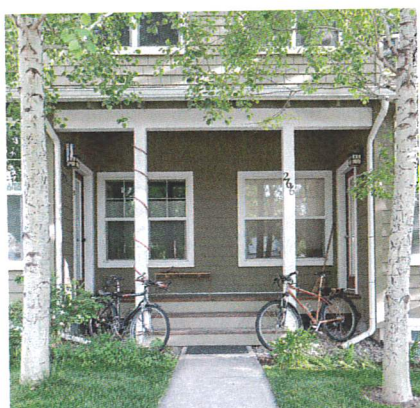
- A 30-year leasehold tool (with right to renew) allowing flexible use of any unit type.
- Employers gain access to rental units throughout the year (4–5 offerings annually).
- Proven model informed by CHT management experience.
- For employers, an option eliminates carrying costs and capital expenditures.
- 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:	December 1, 2025	Meeting Title:	Town Council Meeting
Submitting Department:	Administration	Presenter:	Tanya Anderson
Agenda Item:	Karns Meadow Monitoring Program Request for Proposals	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider the scope of work for ecological monitoring at Karns Meadow Park contained within the attached Request for Proposals (RFP).

Requested Action.

Staff requests that Council approve the attached RFP for ecological monitoring at Karns Meadow Park.

Recommendations.

Staff recommends releasing the attached RFP for an ecologist to summarize available data into a report that can be updated annually, and to conduct additional studies to monitor the impact of development and recreational use, including seasonal visitation counts, changes in the audio-scape, changes in vegetative cover, changes in the prevalence of invasive species, nesting songbird success, and impacts on overwintering wildlife.

Background.

Karns Meadow is an undeveloped, centrally located piece of land (roughly 42 acres) that consists of seven tracts that were sold to the Town of Jackson (Tract 1-6) and the Jackson Hole Land Trust (Tract 8), between 2003 and 2008 by the Karns family with the intention for the land to become a "Natural Park" providing limited park amenities that would enhance public access while preserving the natural resources of the property. Conservation easements were recorded against all tracts to protect the property in perpetuity and limit the uses beyond the base Public/Semi-Public and Park & Open Space zoning.

In 2022, the Town Council identified the Karns Meadow Master Plan as a priority project and directed staff to move forward with a rezone, Environmental Analysis, and Conditional Use Permit (CUP) which were all completed and approved. The final approval of the Master Plan, which occurred on December 16, 2024, was done through the CUP which approved a parking lot along Karns Meadow Drive, a public restroom, a picnic shelter, and an eight-foot-wide un-paved loop natural trail. Operationally, the park will be open year-round to users such as walkers and nordic skiers. Dogs and bikes are prohibited at all times, with the exception of mobility-assisted devices and kid-sized bikes for children ages 8 and under who are accompanied by an adult. During the summer the entire park will be open to the public, but during the winter only designated trail sections will be available for use and all other areas of the park will be closed consistent with the United States Forest Service winter closure (December 31st through April 30th). During the winter, a small loop near the parking lot will be groomed for walking/nordic skiing along with non-groomed/non-plowed trail sections along the north and east sides of the park. The non-groomed/non-plowed trail sections along the north and east sides of the park will allow for individuals who want to break trail on foot, snowshoe or skis. These areas will be marked with temporary/removable poles to ensure users do not wander into other areas of the park that are closed due to the winter closure. Below is a site plan showing the various improvements approved in the Master Plan.



Based on the various community concerns over the ecological value of Karns Meadow that were expressed during the CUP review process, the Town Council added two conditions of approval to the CUP geared at education and stewardship of the park's natural resources now that human presence in the park will increase. One of those conditions was for staff to return to Council with a proposal and framework for an ecological monitoring program:

- **CONDITION #4** - By April 1, 2025, staff shall present to Council at a workshop an overview of an Annual Monitoring Program which includes a report on past and current studies, gaps in understanding, a proposal for ecological monitoring at Karns Meadow, and a mechanism for funding.

Staff presented an overview of an Annual Monitoring Program at the Town Council Workshop on March 17, 2025, and Council moved to direct staff to return to Council with a scope of work and budget to hire an ecologist to summarize available data on Karns Meadow into a report that can be updated annually, and conduct additional studies to monitor the impact of development and recreational use, including seasonal visitation counts, changes in the audio-scape, changes in vegetative cover, changes in the prevalence of invasive species, nesting songbird success, and impacts on overwintering wildlife. Council also directed staff to provide other funding options available.

The attached RFP seeks proposals from qualified ecologists to summarize available data into a report on current ecological health of the meadows, to conduct ecological monitoring at Karns Meadow before, during, and after construction, and to identify and recommend thresholds that would trigger management decisions such as seasonal closures. Additionally, staff have compiled a list of potential funding sources.

Analysis.

The attached RFP seeks an ecologist to conduct ecological monitoring to answer the following questions:

Table 3: Desired research questions and monitoring at Karns Meadow outlined in RFP

#	Potential Research Question	Potential Monitoring to address research question
1	What is the impact of winter recreation on overwintering wildlife in the interior of the meadow?	Winter mule deer and moose counts before, during, and after park activation
2	What is the impact of park activation on bird nest success, productivity, and survivorship?	Study of songbird nest success before, during, and after park activation
3	How are humans using Karns Meadow Park?	Seasonal visitation counts using wildlife cameras or other technology
4	How does the activation of the park change the audio-scape?	Noise monitoring at different times of the day, week, and seasons using a decibel meter or other technology
5	How does park activation impact vegetative cover?	Changes in percent cover, type, and quality of vegetation using urban tree canopy tools and GIS mapping
6	How does park activation impact invasive species?	Percent cover and percent treated of invasive weeds, using data from Teton County Weed & Pest

In order to gather baseline data prior to the start of construction, as well as data after construction is complete, the scope of work will take at least three years to complete.

Funding

The scope of work outlined in the attached RFP is an unbudgeted expense. Funding in Fiscal Year 2026 would need to come from the general fund through a budget amendment. Council could direct staff to budget for this item in Fiscal Year 2027 and to postpone the project until then. However, postponing the project would result in missing at least one season of baseline data prior to the start of construction.

The Ecosystem Stewardship Administrator included a small amount of money in her proposed FY26 budget for monitoring equipment. The contract with an ecologist is expected to cost \$60,000 in the first year and \$40,000 to \$50,000 in at least two subsequent years.

Potential funding options that could support the hiring of an ecologist include:

- The Teton Conservation District (TCD) provides match funding of up to 50% for projects with high conservation value, which can include ecological monitoring. A request for financial support in the range of \$2,000 to \$10,000 would be appropriate. A request for a larger sum is unlikely to be considered.
- The Charture Institute has approximately \$8,000 of funding available for Ecosystem Stewardship, which could include monitoring.
- The Meg and Bert Raynes Wildlife Fund supports field research projects with \$3,000 to \$5,000 grants.
- The Jackson Hole Land Trust has a small pool of funding earmarked for projects that enhance the conservation values of the park. Monitoring might fit within their designated uses for the funding, but it is not guaranteed. Staff would have to request the funding after a project and budget is confirmed. Using the funds for monitoring would decrease funding available for other uses, such as education or natural resource restoration projects.
- Funding from family foundations: There are a few family foundations that prioritize natural resource conservation, such as the Knobloch Family Foundation. However, they do not appear to solicit applications for funding. Additionally, staff could not find examples of family foundations that provide funding to local governments for conservation projects.

If the Town is successful in securing funding through all of these sources, it could find \$15,000 to \$20,000 to dedicate to this project in the first year, and around \$10,000 per year in subsequent years. This will reduce the cost to the Town but will not be sufficient to cover the full cost of monitoring.

The Town of Jackson's grant writers, Sustainable Strategies, have identified grants that could support park development, but they have not identified any funding opportunities that would support ecological monitoring at Karns Meadow. There are some options that may reduce the cost of monitoring, but the efforts may not provide consistent data collection or analysis. Potential cost-saving options include:

- Citizen Science programs: The Town could utilize citizen scientist volunteers to monitor amphibians (through the Rocky Mountain Amphibian Project), aquatic insects (through The Salmonfly Project), wildlife and plants (through iNaturalist), Moose Day counts (through the Jackson Hole Wildlife Foundation), annual Bioblitz events, or classroom projects such as the Global Vegetation Project. These programs can be a beneficial way to supplement data. However, they may not be as thorough or frequent as the work of a hired ecologist. They also do not address the research questions we seek to answer, and they provide data without the analysis that an ecologist could provide. Citizen Science programs are a low-cost option for additional studies, such as gathering data on species that are not targeted in the studies proposed, and they have positive educational value for participants. However, staff does not recommend citizen science programs as the primary means of collecting and analyzing data.
- Universities: The Town could solicit the support of the University of Wyoming or another university to encourage a graduate student to use Karns Meadow for a research project. Staff have discussed Karns Meadow with faculty at the University of Wyoming; no one has expressed interest at this time.
- Northern Rockies Conservation Cooperative (NRCC): NRCC supports researchers conducting ecological studies in the Greater Yellowstone Ecosystem. If a scientist proposed a research project in Karns Meadow, it may be possible to get partial funding to support their work. These research projects are driven by the interests of the scientists and usually involve larger landscapes. To date, no one has expressed interest in conducting research in Karns Meadow.
- Local nonprofits: The Town could partner with a local nonprofit organization to conduct research. For example, last winter, Friends of Pathways supported the Town by gathering user data. Staff talked with Friends of Pathways about conducting visitation counts throughout this project. However, their cameras and software are most appropriate for confined corridors, such as pathways, and would not be effective at gathering visitor use data until the park is developed. Other nonprofit organizations may be willing to support certain aspects of ecological monitoring that are central to their mission. Some nonprofit organizations have expressed interest in supporting or hosting Karns Ambassador program events; none have expressed interest thus far in conducting monitoring.

Possible Alternatives.

1. Council could reject the RFP and direct staff to reduce the scope.
2. Council could reject the RFP and direct staff to return with a different scope of work.
3. Council could reject the RFP and direct staff to cease working on this project.
4. Council could accept the RFP and direct staff to postpone release of it and to budget for this project in Fiscal Year 2027.

Comprehensive Plan & Priority Alignment.

Principle 1.1—Maintain healthy populations of all native species.

For future generations to enjoy the ecosystem that exists today the community must manage our impacts to wildlife, wildlife habitat, and wildlife movement corridors on private and public land. The prevalence of wildlife that is central to our ecological, social, and economic character requires an intact ecosystem that supports all native species. Therefore, efforts to protect wildlife must extend to all native species.

Principle 1.4 – Protect and steward open space.

Protecting open space preserved habitat and scenery and maintains our western agricultural heritage. Avoiding development in critical wildlife areas and providing recreational opportunities that reduce pressure on habitat help maintain a healthy ecosystem. Agriculture, conservation easements, and other methods to protect open space from development while providing active stewardship of the land should continue to be encouraged.

Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood.

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

Character Defining Feature 4.5 - Karns Meadow

This PRESERVATION Subarea should continue to serve as wildlife habitat and a key wildlife movement corridor in the future. Moving forwards wildlife needs will need to be carefully balanced with providing the recreational and other amenities envisioned in the original landowner's conveyance of the property. The future addition of a street connection through this district will improve connectivity for all modes of transportation and create a separation between the developed and undeveloped portions of the area.

Fiscal Impact.

\$10,000 was budgeted in FY26 for "small tools", including monitoring equipment such as game cameras and a decibel meter. Approximately \$9,000 is still available and is reserved for this project. The scope of work outlined in the RFP is predicted to cost \$60,000 in the first year and \$40,000 - \$50,000 per year for the next two years. Staff estimates \$15,000 to \$20,000 in funding for the first year and around \$10,000 in subsequent years may be available through grants and other partnerships. Embarking on a monitoring program will not be possible without designated funding.

Staff Impact.

Reviewing and scoring proposals will take an estimated 12 hours of staff time, primarily from the Administration and Parks and Recreation Departments. Oversight of a monitoring program that utilizes a consultant to accomplish the projects set forth in the suggested motion will take an estimated 25 hours of the Ecosystem Stewardship Administrator's time to launch and 5-10 hours per month to manage, plus 10-20 hours of support annually from the Parks and Recreation Department. Applying for grants and completing grant reporting requirements will add an estimated 10-20 hours per year, depending on the funding sources. Additional research will add staff time accordingly. Adding oversight of this project to the Ecosystem Stewardship Administrator's workplan is possible but will delay other projects. Accomplishing the proposed scope of work without the support of a consultant is not possible without hiring additional staff or delaying progress on the Ecosystem Health Indicator Report or implementation of strategies within the Sustainability Plan.

Attachments or Links.

RFP for Ecological Monitoring at Karns Meadow Park.

Suggested Motion.

I move to approve the release of the attached RFP, with minor edits by staff.

REQUEST FOR PROPOSALS

Ecological Monitoring at Karns Meadow Park

Issued: December 2, 2025

Jackson, Wyoming

Requested By: Town of Jackson

Due Date: 10:00 am MST January 12, 2026

Proposal Submission: via e-mail:
clerk@jacksonwy.gov

Contact and Questions: Tanya Anderson
Ecosystem Stewardship Administrator
tanderson@jacksonwy.gov

Deadline for Questions: 5:00 PM MST December 12, 2025

1. SUMMARY

The Town of Jackson, Wyoming seeks proposals from qualified and experienced persons, firms, or teams of firms ("Respondents") to submit a proposal for ecological monitoring at Karns Meadow Park. The 42-acre parcel is scheduled to be developed into a passive park, and the Town seeks to understand the impact of human recreation and park development on the natural resources of the parcel, with a focus on impacts on the vegetative cover and wildlife that use the meadows. Proposals should include 1) a plan to summarize existing and new data pertinent to the Town's monitoring goals into a report that can be updated annually, 2) a proposal for additional studies to monitor the impact of development and recreational use on vegetation and wildlife, including impacts on overwintering wildlife and nesting songbird success, seasonal visitation counts, changes in the audio-scape, changes in vegetative cover, and changes in the prevalence of invasive species, and 3) the development of ecological thresholds related to the data collected in these studies that will inform an adaptive management plan.

The current project timeline will allow for a full year of observation prior to the major construction activity. Teton County/Town of Jackson Parks and Recreation intends to conduct a phased construction of the park plan, beginning in 2027 and concluding in 2028 or 2029. The first phase will occur on the western and northern sections of the park and will include the parking lot, shelter, picnic area, pedestrian trail, and the pedestrian bridge to West Hansen. Subsequent phases will include the improved sidewalk along Snow King Avenue and the southern pedestrian bridge across Flat Creek.

The Town has budgeted up to \$9,000 in Fiscal Year 2026 for small tools, which could include the purchase of monitoring tools such as game cameras and decibel meters that can be installed permanently at the park and may remain in place after the period of ecological monitoring is complete.

2. BACKGROUND

The Town of Jackson is a community in Northwest Wyoming with just over 10,000 residents. It is the sole municipality within Teton County, Wyoming, whose population, including the Town of Jackson, is just over 23,000 residents. Karns Meadow is an undeveloped, centrally located piece of land (roughly 42 acres) that consists of seven tracts that were sold to the Town of Jackson (Tract 1-6) and the Jackson Hole Land Trust (Tract 8), between 2003 and 2008 by the Karns family with the intention for Karns Meadow to be a “Natural Park” providing limited park amenities that would enhance public access while preserving the natural resources of the property. Conservation easements were recorded against all tracts to protect the property in perpetuity and limit the uses beyond the base Public/Semi-Public and Park & Open Space zoning.

In 2022, the Town Council identified the Karns Meadow Master Plan as a priority project and directed staff to move forward with a rezone, Environmental Analysis, and Conditional Use Permit (CUP), which were all completed and approved. The final approval of the Master Plan, which occurred on December 16, 2024, and was done through the CUP, approved a parking lot along Karns Meadow Drive, a public restroom, a picnic shelter, and an eight-foot-wide unpaved loop natural trail. Operationally, the park will be open year-round to users such as walkers and nordic skiers. Dogs and bikes are prohibited at all times, with the exception of mobility-assisted devices and kid-sized bikes for children ages 8 and under who are accompanied by an adult. During the summer the entire park will be open to the public, but during the winter only designated trail sections will be available for use and all other areas of the park will be closed consistent with the United States Forest Service winter closure (December 31st through April 30th). During the winter, a small loop near the parking lot will be groomed for walking/nordic skiing along with non-groomed/non-plowed trail sections along the north and east sides of the park. The non-groomed/non-plowed trail sections along the north and east sides of the park will allow for individuals who want to break trail on foot, snowshoe or skis. These areas will be marked with temporary/removable poles to ensure users do not wander into other areas of the park that are closed due to the winter closure. Below is a site plan showing the various improvements approved in the Master Plan.

Karns Meadow is located in a narrow section between East Gros Ventre Butte and United States Forest Service land south of Town and provides one of the shortest and most sheltered routes through the Town for wildlife. Flat Creek runs through Karns Meadow from the northeast corner to the southwest corner and provides habitat for fish, waterfowl, songbirds, amphibians, and mammals. Within Karns Meadow on the west side of Flat Creek, there is a public well for the Town of Jackson, a ground-mounted solar panel array to power the well, and a small parking area. It is also a designated landing site for paragliders. On the east side of Flat Creek, there are artificial wetlands that provide stormwater treatment. There are currently no recreational trails or amenities; though people are allowed to fish and walk through the property, recreational use is minimal. Activation of the park is likely to increase use of the parcel, and may have undesired impacts on plants, wildlife, and water quality. The Town of Jackson is interested in hiring an ecologist to study the impact of park activation on the ecological values of the parcel.



3. SCOPE OF WORK

The Town of Jackson seeks proposals from experienced persons, firms, or teams with expertise in the field of ecology that address the following elements:

- a) **Prepare a summary of available data into a report that can be updated annually.** The Town of Jackson is interested in hiring an ecologist or team of ecologists to summarize existing and new data on the ecological health of Karns Meadow Park pertinent to the Town’s monitoring goals and create a replicable report that can be updated annually. The Environmental Analysis conducted as a part of the Conditional Use Permit process provides an overview of several past studies. The following is a list of current and past ecological studies that could be used to create this report.

Table 1: Current or Ongoing monitoring at Karns Meadow

<u>Type of monitoring</u>	<u>Frequency</u>	<u>Organization</u>
Macroinvertebrates	Annually in September	Teton Conservation District (TCD)
Suspended Sediment Concentration, turbidity (upstream & downstream of Karns)	4 times per year	TCD
Physical substrate (cobble size, dimensions, embeddedness)	Annually in September	TCD
Field water chemistry (dissolved oxygen, pH, specific conductance, temperature, turbidity)	Annually in September	TCD

Water Temperature	Continuous 1-hour intervals, summer only	TCD
Water chemistry: minerals (basic cations/anions, hardness, alkalinity, ammonia, nitrate, orthophosphate, turbidity)	Annually in September	TCD
Microplastic sampling	Current, not ongoing	Central Wyoming College
Park Inspection logs (trash and camping impacts, with some notes on wildlife and noxious weeds)	Monthly in summer	Parks & Recreation
Ungulate data (1 moose, currently)	Relevant only if collared animals use Karns	WY Game and Fish Department (WGFD)
Wildlife Vehicle Collision Report	Annual	Jackson Hole Wildlife Foundation (JHWF) and WGFD
Christmas Bird Count	Annually in December	Citizen science data; Jackson Hole Bird and Nature Club
Moose Day	Annually in February	Citizen science data; JHWF
Nature Mapping with iNaturalist	Ongoing	Citizen science data; JHWF
Park Visitation Counts	Winter 2024/25, with intention to repeat	Parks and Recreation & Friends of Pathways

Table 2: Previous studies and reports that include data collected at Karns

Type of monitoring	Year
Study of biota assessing feasibility of trout habitat-related projects	1996
Flat Creek Water Quality Assessment	1998
SNAKE RIVER CUTTHROAT TROUT ESTIMATES	2011
Monitoring Avian Productivity and Survivorship in Jackson Hole	2012
Mule Deer Movement and Habitat Use Patterns in Relation to Roadways in Northwest Wyoming	2013
Karns Meadow Stormwater Treatment Wetland Performance Evaluation	2013
Detailed Hydraulic Analysis Flat Creek Rock Treatment Structures	2014

- b) **Conduct ecological monitoring before, during, and after construction of Karns Meadow Park.** The Town of Jackson is interested in hiring an ecologist to monitor the impact of development and increased recreation on the ecological health of Karns Meadow. In particular, the Town is interested in monitoring plans that will assess the following:
1. The impact of development and recreation on wildlife that use the meadow.
 - Species of interest include mule deer, moose, and nesting songbirds.
 - The Town is particularly interested in the impact of winter recreation on overwintering wildlife.
 2. The impact of development and recreation on vegetation.
 - Changes in vegetative cover, prevalence of bare ground, changes in the type and quality of vegetation.

- Changes in the prevalence of invasive species.
- 3. Changes in human use of Karns Meadow before, during, and after construction.
 - Changes in seasonal visitation counts.
 - Changes in the audio-scape.
 - Changes in the way people use the park.
- c) **Identify and define ecological thresholds to inform an adaptive management plan.** The Town seeks the expertise of a qualified ecologist to help establish thresholds to inform an adaptive management plan that could include seasonal closures of specific areas or restrictions on recreational activities.

The Town of Jackson has up to \$9,000 budgeted for small scientific tools that can be used to purchase game cameras, noise-monitoring equipment, and other devices. The Town seeks an ecologist to recommend equipment and installation locations, and to analyze data collected using these devices.

4. SUBMITTAL REQUIREMENTS

Proposals must be submitted through the Town Clerk, Riley Hovorka, at clerk@jacksonwy.gov and must be compiled into two (2) .pdf documents named 1) "Karns Meadow Monitoring Proposal – [company name]" - Proposal, and 2) "Karns Meadow Monitoring Proposal - [company name] - Fee Proposal" before the date identified in Section 6. Physical (paper) copies of proposals are not allowed.

At a minimum, proposals should include the following information in the first PDF:

- a) **Cover Letter** - A transmittal cover letter on the Respondent's organization's letterhead, and shall clearly identify the name, title, telephone number, and email address of the person who will serve as the Respondent's representative for all matters relating to the RFP.
- b) **Table of Contents**
- c) **Project Approach** – Describe your understanding of the objectives, purpose, and scope of this project and your approach to completing the project successfully.
- d) **Project Schedule** – Provide a project schedule and describe current job commitments and how your company can complete the work. To receive full points, Respondents must be able to begin work within one month of executing a contract and conduct monitoring for at least three years.
- e) **Relevant experience or qualifications** – Identify lead and support personnel and include resumes of such with listings of relevant experience and areas of expertise. Identify major projects completed within the last three years. Provide examples of previous projects of a similar nature.
- f) **References** – Up to three references may be provided. Include the reference's name, title, organization, email, phone number, address, and a brief description of their relationship to the Respondent.
- g) **Conflict of Interest** – List any potential conflicts of interest.

Proposals should include the following information in the second PDF:

- h) **Cost** - Provide a detailed, itemized budget. The budget shall be placed in a file separate from the original proposal and should include proposed staff hourly rates, plus overhead, travel, and additional project costs to be charged for charge order items. Include estimates of hours needed to complete the project and an estimated distribution of those hours over the course of the project. The total price shall be plainly visible.

Proposals must be in the same sequence and format as listed in Section 3.

5. EVALUATION CRITERIA

The Selection Panel will refer to the criteria listed below while evaluating proposals. Each Proposal will receive a score of 1 through 10 for each evaluation criterion. 10 – Excellent; 7.5 – Good; 5.0 – Satisfactory; 2.5 – Marginal; 0 – Unsatisfactory. The *rating* for each of the evaluation criteria will be multiplied by the *weight* to calculate the *score* for that criterion. Scores for criteria 1 through 6 will be added together to determine the *subtotal*. Respondents shall submit two PDFs, one for the Proposal and one for the Fee Proposal. Proposals will be opened, evaluated, and weighted first. When this is completed, Fee Proposals will be opened and evaluated. The Proposal Sub-total score and Fee Proposal score will be added to determine the total score. The maximum score for any proposal is 400.

	EVALUATION CRITERIA	RATING		WEIGHT		SCORE
1	Project approach: Alignment with and understanding of project goals; feasibility; innovation			10		
2	Experience and qualifications: Previous relevant projects; experience and qualifications of key staff			7		
3	Project management: Project management approach, including timelines and milestones.			5		
4	References: Relevance of references provided; quality of past client feedback			4		
5	Sustainability: Does the Respondent demonstrate a commitment to conservation through their organizational and professional practices?			2		
6	Overall Quality of the Proposal: Does the Respondent follow directions in the RFP? What is the overall quality of the proposal?			2		
				Sub-Total		
7	Fee Proposal			10		
				TOTAL		

6. TIMELINE

The RFP will proceed on the following schedule:

RFP Released: December 2, 2025

Deadline for Questions: 5:00 PM MST December 12, 2025

Responses to Questions will be posted online on or before: 5:00 PM MST December 19, 2025

Proposals Due: 10:00 AM MST January 12, 2026

Proposal Opening: 11:00 AM MST January 12, 2026, Council Chambers

Review Process: January 12 – February 28, 2026

Select bid- pending Town Council Approval: March 2, 2026

Questions may be directed to the RFP contact, Tanya Anderson, via email at tanderson@jacksonwy.gov by 5:00 PM MST on December 12, 2025.

7. TERMS AND CONDITIONS

- Any and all documents submitted to the Town of Jackson may be deemed public records subject to examination and inspection by third parties. Any material submitted that is to be considered confidential must be clearly marked as such.
- All costs incurred in the preparation and presentation of a submitted proposal, in any way whatsoever, shall be wholly absorbed by the responding party(ies).
- The Town may contact Respondents with clarifying questions. Respondents may be asked to provide supplemental information.
- Submission of an RFP proposal is not a guarantee of a future contract award.

Once the process is complete, the Town of Jackson retains ownership over the product. The firm may use the final product in their reference portfolio. All other uses are subject to Town of Jackson approval.

STAFF REPORT



Meeting Date:	December 1, 2025	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Second reading of ordinance to add 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 a second reading of an ordinance amending the Town of Jackson Land Development Regulations (LDRs) to establish a new exemption from Affordable Workforce Housing Mitigation requirements for quasi-governmental uses.

Requested Action.

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

Recommendation.

Staff recommend the Town Council approve the ordinance at second reading 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. The first reading of Ordinance E occurred on November 17.

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 second 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.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: December 1, 2025

RE: Town Manager's Report

Temporary Sign Permits

The Temporary Sign Permit for Council consideration at this meeting is:

- ✓ Friends of Pathways requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from December 7 – December 14, 2025 to advertise their Save Teton Pass Trail Fundraiser (P25-216).

Staff recommends approval of this request and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permit as requested.

Funding for the Snake River Headwaters Symposium

The Snake River Headwaters Watershed Group (SRHWG) brings a broad coalition of partners together to ensure a resilient and healthy Snake River Headwaters ecosystem with clean and ample water to meet the needs of current and future generations. It represents more than 250 individuals and 100 organizations. The Town of Jackson has supported this group in the past through the use of our grant writers, S2, to support grant writing that led to an award of \$300,000 to help launch the group and support its development.

The inaugural Snake River Headwaters Symposium, scheduled for April 17, 2026, will bring together scientists, landowners, agencies, nonprofits, businesses, and community members for a full day of dialogue, learning, and action. It will feature keynote speaker Kevin Fedarko, author of *The Emerald Mile: The Epic Story of the Fastest Ride in History Through the Heart of the Grand Canyon*, along with numerous panels, presentations, and workshops on topics such as water management, water quality, climate resilience, conservation, recreation, and more.

The Snake River Headwaters Watershed Group invites the Town of Jackson to support the Snake River Headwaters Symposium. This support aligns with the Town of Jackson's 2024 Sustainability Plan goal to improve water quality in rivers and streams, and to support healthy populations of native cold-water fish species. Staff recommend supporting at the "Buffalo Fork" level for \$2,500. This level of support provides recognition for the Town during opening remarks; recognition on social media, press releases, and other media outreach; logo placement on the program, the SRHWG newsletter, and the SRHWG website; and a limited number of complimentary registrations. Upon approval of this Town Manager report, staff will provide \$2,500 in funding

for the Snake River Headwaters Symposium. The Council is welcome to consider another funding amount identified in the Sponsorship Opportunities document attached to the Town Manager's Report. There is sufficient funding for this sponsorship in the Community Initiatives-Local Initiatives line item.

Wyoming Department of Transportation (WYDOT) – Public Transportation Board

WYDOT's Department of Public Transportation is currently holding elections for the WYDOT Public Transportation Board. Teton County is in Region 3, and as of recently, has had no interested persons in taking the Region 3 board seat. Transit Director, Mike Toronto, nominated himself for this vacancy. His nomination must go through a voting process, and pending the outcome, he may be awarded a seat on the board. Staff appreciates Mike stepping up to serve on this board. Please reach out if you have questions about this item.

Snake River Headwaters Symposium 2026

Science, Stewardship, and Management for the Future
April 17, 2026

Sponsorship Opportunities



Stewarding the Snake together



About Us

The **Snake River Headwaters Watershed Group (SRHWG)** brings a broad coalition of partners together to ensure a resilient and healthy Snake River Headwaters ecosystem with clean and ample water to meet the needs of current and future generations.

SRHWG represents over **250 individuals** and **100 organizations**, hosts coverings and working groups, and supports collaborative projects across the watershed. The Symposium is our flagship event to bring these efforts to the wider community.

The demands on the waters of the Snake River are greater now than they have ever been from farming and recreation, and everything in between. I am truly grateful that these challenges have brought all sides together via the SRHWG.

—
Jason “JB” Balogh
Fish the Fly



The Symposium

The Snake River Headwaters

Symposium will bring together scientists, landowners, agencies, nonprofits, businesses, and community members for a full day of dialogue, learning, and action. Together, we will explore pressing issues facing our watershed and build collaborative solutions for the future.

As a sponsor, you'll join a growing network of leaders committed to sustaining the Snake River Headwaters, while gaining meaningful visibility with engaged stakeholders from across the region.

Date: Friday, April 17, 2026

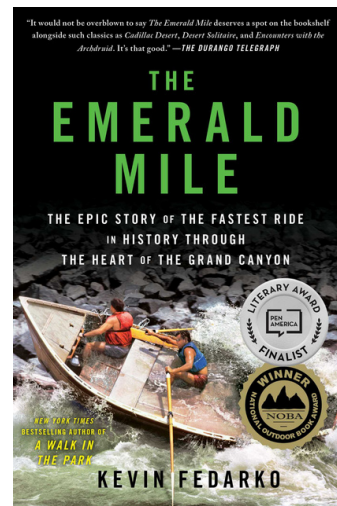
Format: Full-day symposium + evening reception

Audience: 300+ participants, including local residents, conservation organizations, tribal representatives, recreation groups, agricultural producers, scientists, and policymakers



Program Highlights

The Snake River Headwaters Symposium will feature keynote speaker **Kevin Fedarko**, author of *The Emerald Mile: The Epic Story of the Fastest Ride in History Through the Heart of the Grand Canyon*. Fedarko, an award-winning author, brings a unique perspective to water conservation through storytelling and adventure. He'll help draw parallels to the work happening here in the Snake to lessons learned from the Colorado River.



Thematic panels, presentations, and workshops will cover topics on topics such as water management, water quality, climate resilience, conservation, recreation, and more.

Attendees will have the ability to connect via partner tabling, a poster session, & networking opportunities.

The event concludes with a closing reception featuring local food & music.

Sponsorship Benefits

Headwaters | \$10,000

Pacific Creek | \$5,000

Buffalo Fork | \$2,500

Spread Creek | \$1,000

Gros Ventre | \$500

Exclusive opportunity to provide brief remarks during the Symposium or reception.					
Exhibit table during event					
Recognition during opening remarks					
Promotion and recognition on social media, press releases and other media outreach.					
Logo placement on program (print + digital), signage, SRHWG newsletter, and SRHWG website.					
Listed on program (print + digital) and website					
Complimentary registration. Number of tickets are dependant on sponsorship (a \$50 value each).					

In-Kind Supporters

In-kind contributions such as food, lodging, transportation, or equipment directly offset event costs and allow us to deliver a high-quality, sustainable, and community-rooted Symposium. Recognition will be tailored to the contribution (program, signage, or announcements).

Become a Sponsor



Help us bring together the diverse voices of our watershed to share knowledge, build trust, and shape solutions that sustain the Snake River Headwaters.

The Snake River Headwaters Symposium is a unique opportunity for our community to connect science, lived experience, and collaboration in service of the river system we all depend on. To be successful, the Symposium must be inclusive, engaging, evidence-based, and accessible to all. Sponsorship support is critical to hosting this full-day gathering, covering event costs, ensuring broad participation, and creating a lasting impact through shared learning and action.

Join us as a Symposium sponsor and help chart the future of the Snake River Headwaters today!

Contact

Julie Gonzalez
Project Manager
LegacyWorks Group

 (915)760-1430

 julie@legacyworksgroup.com

 www.snakeriverheadwaters.org