

Regular Town Council Meeting

February 17, 2026

6:00PM

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/86109751131?pwd=yjqJlRdipTF67hE7MUdm7yoJYz5742.1>

Or join at zoom.com with Webinar ID: **861 0975 1131** and Password: **83001** or by phone: **+1 669 444 9171**

II. OPENING

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

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. January 28-29, 2026 Special Town Council Meeting Retreat
 - 2. February 2, 2026 Regular Town Council Meeting
- B. Disbursements
- C. January Municipal Court Report
- D. Contracts
 - 1. Contract with Daida
 - 2. Memorandum of Understanding with Presbyterian Church of Jackson Hole, Inc.
- E. Expenditure Approval for Rec Center Aquatics Mechanical Equipment Purchases (Max Moran & Tyler Florence)
- F. Partial Vacation without Replat at 170 N. Glenwood Street (P26-004) (Katelyn Page)

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.

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

A. Housing

1. Second Amendment to the Ground Lease for the S4 Flats Affordable Workforce Housing Development (April Norton, 45 mins)

B. Internal Services

1. Review of Council Salaries (Roxanne Robinson, 30 mins)

C. Legal

1. Town-Owned 155 West Simpson Avenue Building (Vertical Harvest location) - Request to Sublease (Lea Colasuonno, 30 mins)

VI. RESOLUTIONS

A. Resolution 26-02: FY26 Budget Amendment #2 (Kelly Thompson & Tyler Sinclair)

B. Resolution 26-03: A Resolution Providing Approval for a Grant to Construct Deicing Pad and Containment Facility (Phase 5 – Paving and Install Drainage) (Riley Hovorka)

VII. ORDINANCES

A. Ordinance A: An Ordinance Amending the Zoning Map at 252 & 254 E. Simpson Ave. (P25-156) (Tyler Valentine, Third Reading, to be designated Ordinance 1451)

B. Ordinances B & C: Ordinances Amending the Land Development Regulations Related to Nonconforming Development, Parking and Loading Standards, and Administrative Adjustments (P25-176) (Andrew Bowen, Second Reading)

1. Ordinance B: An Ordinance Amending the Land Development Regulations Related to Nonconforming Development
2. Ordinance C: An Ordinance Amending the Land Development Regulations Related to Parking and Loading Standards and Administrative Adjustments

C. Ordinance D: An Ordinance Annexing a Parcel of Land Generally Located to the East of Nelson Drive (Riley Hovorka, Second Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports & Meeting Check-In

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

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



TOWN OF JACKSON

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.



TOWN OF JACKSON

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.

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

JANUARY 28-29, 2026

JACKSON, WYOMING

The Jackson Town Council met in special session at the Old Wilson School House, located at 5655 W. Main Street in Wilson, Wyoming. This meeting was held in-person. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, David Garcia, Charlotte Frei, Paul Anthony, Kelly Thompson, Johnny Ziem, Paul Anthony, Michelle Weber, Tanya Anderson, Mike Tortonto, Mike Moyer, Susan Scarlata, Tyler Florence, April Norton, Lynsey Lenamond, and Riley Hovorka.

FACILITATOR: Heather Bergman, Peak Facilitation Group

Welcome and Review of the Goals of the Retreat. Mayor Jorgensen called the meeting to order at 9:02am. Heather Bergman, Mayor Jorgensen, and Tyler Sinclair made opening remarks.

Sharing Council Perspectives and Deep Listening. Heather Bergman introduced the ‘deep listening’ activity. Council broke into groups of two for an exercise.

Break. Council recessed at 10:15am and reconvened at 10:30am.

Continue Sharing Council Perspectives and Deep Listening. Council continued the ‘deep listening’ exercise in groups of two.

Group Discussion. Council shared what they learned, agreed with, disagreed with, and identified key themes uncovered during the ‘deep listening’ exercise. Tyler Sinclair made staff comment.

Lunch. Council recessed for lunch at 12:10pm and reconvened at 12:50pm.

Development Work Plan Calendar. Tyler Sinclair, Charlotte Frei, Johnny Ziem, Paul Anthony, and Lea Colasuonno made staff comment. Council held discussion with staff.

Break. Council recessed at 2:13pm and reconvened at 2:27pm.

Continue Development Work Plan Calendar. Tyler Sinclair and Paul Anthony made staff comment. Council held discussion with staff.

Break. Council recessed at 3:49pm and reconvened at 4:05pm.

Continue Development Work Plan Calendar. Tyler Sinclair made staff comment. Council held discussion with staff.

Plan for Tomorrow. Heather Bergman reviewed the agenda for Day 2 of the retreat.

Recess. A motion was made by Jonathan Schechter and seconded by Devon Viehman to recess the meeting until 9:00am tomorrow. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

The meeting recessed at 4:31pm on Wednesday, January 28 and reconvened at 9:01am on Thursday, January 29.

Welcome and Goals for the Day. Heather Bergman, Tyler Sinclair, and Mayor Jorgensen made opening remarks for the day.

Review Council Work Plan Calendar. Tyler Sinclair made staff comment. Council reviewed the Work Plan Calendar and 2025 Potential Initiative List.

Council Rules & Procedures and Working Agreements/Town Council Packets and Information. Tyler Sinclair made staff comment. Council held discussion with staff.

Break. Council recessed at 10:28am and reconvened at 10:40am.

Council Rules & Procedures and Working Agreements/Town Council Packets and Information. Tyler Sinclair made staff comment. Council held discussion with staff.

Lunch. Council recessed for lunch at 12:06pm and reconvened at 12:53pm.

Continue Town Council Packets and Information. Council held discussion. Lea Colasuonno made staff comment.

Strategic Budget and FY27 Budget. Tyler Sinclair made staff comment. Council held discussion with staff.

Break. Council recessed at 2:29pm and reconvened at 2:34pm.

Strategic Communication. Susan Scarlata made staff comment. Council held discussion with staff.

Action Items/Next Steps. Council reflected on the retreat and made final remarks.

Adjourn. A motion was made by Alyson Sperry and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 3:08p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: February 11, 2026

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 2, 2026

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, David Garcia, Lea Colasuonno, Johnny Ziem, Brian Lenz, Paul Anthony, Michelle Weber, Heidi Schmidl, Lynsey Lenamond, Susan Scarlata, and Riley Hovorka.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. Mayor Jorgensen read proclamations for World Cancer Day and Black History Month.

Public Comment. Eric Dahl and Garrett Lebroy made public comment.

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

- A. **Meeting Minutes.** To approve minutes from the January 20, 2026 Regular Town Council Workshop and January 20, 2026 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. 107 WEST DESIGN, LLC \$4,000.00; ACE HARDWARE \$1,987.18; AFLAC \$1,515.48; AMAZON \$4,428.09; APPLE INC \$1,168.99; BERL ENTERPRISES LLC \$1,898.00; BISON LUMBER \$64.25; BLISS CARGO \$40.33; BLUE SPRUCE CLEANERS, INC \$119.25; BRUNES, ANGELA \$170.21; C & C CHEFS LLC \$3,508.85; CELLEBRITE, INC. \$12,899.25; CENTURYLINK \$2,398.96; CHARLIE'S PLUMBING OF JH \$1,764.00; CITY OF DRIGGS \$1,929.65; COMMUNITY FOUNDATION OF JACKSON \$10,000.00; COMMUNITY SAFETY NETWORK \$20,000.00; CONRAD & BISCHOFF INC. \$24,053.03; CONTROL SYSTEM TECHNOLOGY, INC. \$27,148.50; CTAA \$1,250.00; DEAN'S PEST CONTROL LLC \$270.00; DECKER GLASS \$833.67; DEL RE, MICHAEL \$155.00; DEX IMAGING \$86.22; DISCOUNT SNOW STAKES \$970.29; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; ENERGY LABORATORIES INC. \$516.00; FALL RIVER PROPANE \$1,824.00; FEDERAL EXPRESS CORP. \$3,667.69; FERGUSON ENTERPRISES, INC \$68.88; FLEETPRIDE \$391.99; FLORES, JUANITA \$640.00; FREEDOM MAILING SERVICE INC. \$1,909.90; FURBER, WINSLOW \$500.00; GEMPLERS INC. \$233.85; GILLIG LLC \$2,722.48; GM SHEET METAL LLC \$329.90; GRAINGER \$97.06; GRAVITY GRAPHICS \$142.40; HACH CHEMICAL CO. \$314.01; HARMONY DESIGN, INC \$43,777.20; HDR ENGINEERING, INC \$1,150.00; HEBDON EXCAVATION LLC \$450.00; HIGH COUNTRY LINEN \$1,550.58; IDAHO STATE TAX COMMISSION \$6,633.00; INTERSTATE BATTERY \$158.95; JACKSON CURBSIDE INC. \$2,869.13; JACKSON DOWNTOWNER, LLC \$131,049.09; JACKSON GROUP LOCKBOX \$2,831.24; JACKSON HOLE AIRPORT \$21,579.00; JACKSON HOLE NEWS & GUIDE \$509.60; JACKSON LUMBER INC \$100.88; JH20 WATER CONDITIONING & FILTRATION \$97.50; JOE JOHNSON EQUIPMENT \$162.47; LEONARD PETROLEUM EQUIPMENT \$2,157.52; LEVEL 3 COMMUNICATIONS, LLC \$1,387.18; LOEBE, MARC \$10.00; MERIDIAN RAPID DEFENSE GROUP LLC \$33,151.36; METROQUIP INC \$174.56; MHL ACQUISITION CORP \$8,988.00; MOHROR, SCOTT \$770.07; MORRISON-MAIERLE, INC. \$4,311.25; NAPA AUTO PARTS INC. \$1,293.83; NELSON ENGINEERING \$29,754.25; NOREGON SYSTEMS INC. \$2,199.00; ONTKO, BRYAN \$11.00; PEAK WATER SERVICES, LLC \$18,000.00; PREMIER CLEANING SERVICES LLC \$750.00; PREMIER TRUCK-SALT LAKE CITY \$949.04; PVS DX, INC \$1,111.52; R & A SAFETY LLC \$568.00; RAFTELIS \$13,755.00; RICH, SAMUEL \$1,079.40; RODECK, MALCOM \$4,654.50; RON'S TOWING LLC \$623.80; SCHOW'S TRUCK CENTER \$0.00; SHERIDAN MOTOR INC \$152,478.00; SHERWIN-WILLIAMS CO. \$290.33; SKIDATA, INC. \$77,440.50; SNAKE RIVER MEP COMPLETE, INC \$717.68; SPECTRUM \$100.00; SPEEDY CPS, LLC \$2,276.57; SPRING CREEK ANIMAL HOSPITAL \$1,322.46; STEPHENS, TALON \$77.83; SUNRISE ENVIRONMENTAL \$455.79; TETON COUNTY-FUND 10 \$627,041.27; TETON COUNTY HISTORIC \$13,425.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$50.00; TETON COUNTY SHERIFF'S-JAIL \$5,869.55; TETON LITERACY CENTER \$11,786.25; TETON MOTORS INC \$986.16; TETON YOUTH & FAMILY SERVICES \$105,292.75; THE AFTERMARKET PARTS COMPANY, LLC \$2,055.38; THOMSON WEST \$1,345.48; TMSC LLC \$9,259.70; TRANSPORTATION MANAGEMENT & DESIGN INC \$8,066.83; USDN \$1,030.00; WATKINS, MARK \$72.05; WESTERN STATE \$668.04; WILSON, CLAYTON \$155.00; WINN-MARION BARBER, LLC \$33,500.00; WINTER EQUIPMENT COMPANY, INC \$2,250.60; WSP USA INC. \$10,738.75; WY CHILD SUPPORT

ENFORCEMENT \$452.30; WYOMING IMMIGRANT ADVOCACY \$3,750.00; YELLOW IRON WASTE, LLC \$35.00

C. Contracts.

1. Vacation of Sewer Line Easement for 780 E. Kelly. To approve the Contract to Vacate Sewer Line Easement for 780 E. Kelly property owner, Karen Wilbrecht as Trustee, subject to minor changes by staff.
2. Contract with Advanced Network Management, Inc. (Network Switches). To approve the Contract with Advanced Management Network, Inc. (Network Switches), subject to minor changes by staff.
3. Contract with Advanced Network Management, Inc. (Panic Buttons). To approve the Contract with Advanced Management Network, Inc. (Panic Buttons), subject to minor changes by staff.
4. Contract with Advanced Network Management, Inc. (Various Equipment). To approve the Contract with Advanced Management Network, Inc. (Various Equipment), subject to minor changes by staff.

D. Tree City USA Application. To approve the application submittal for the Town’s 2025 Tree City USA application to Wyoming State Forestry and Arbor Day Foundation, and to authorize the Mayor to sign the application, subject to minor changes by staff.

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

139 North Cache – Browse N Buy: Encroachment (E25-0308). A motion was made by Devon Viehman and seconded by Kevin Regan to approve the encroachments and direct staff to present an Encroachment Agreement for approval at a future meeting. The vote showed 4-0 with Jonathan Schechter, Kevin Regan, Alyson Sperry, and Devon Viehman in favor. Mayor Jorgensen abstained from the vote. The motion carried.

Annual Liquor License Renewals. Lynsey Lenamond made staff comment. Council held discussion with staff. There was no public comment. Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, a motion was made by Jonathan Schechter and seconded by Devon Viehman to approve the liquor license renewal applications for the 2026–2027 liquor license year as presented and with the following conditions:

- Renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, including any amendments to those initial conditions and restrictions.
- Any additional minor corrections made by staff and the Wyoming Liquor Division.

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

North South Park Area 1 Request for Water and Wastewater Services (E25-0309). Brian Lenz made staff comment. Council held discussion with staff. Amberly Baker commented on behalf of the applicant. There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve the JHHR Development II, Inc. request for water supply and wastewater collection and treatment services subject to the conditions of approval set forth in the staff report and listed below:

- A. Applicant shall pay the Central System fee of \$1,023 and \$3,100 for staff time to review this application, total of \$4,123.
- B. Conditions Applicable to Water and Wastewater.
 - i. The applicant shall comply with the utilities Title of the Municipal Code, including, but not limited to, rates, costs, fees, charges, and shall comply with any amendment to the Title in accordance with the effective date of said amendment.
 - ii. The applicant shall pay water and wastewater capacity fees as follows:
 - a. For Blocks zoned NSP 1 (single-family lots) block at the time of application for the permits, e.g. Town SWP, for the water and wastewater infrastructure in coordination with the platting.
 - b. For Blocks zoned NSP 2 and NSP3 (multi-family buildings) at the time of application for the permits, e.g. Town SWP, for the water and wastewater infrastructure in coordination with the county building permits.

- iii. The applicant shall apply for the connection and use agreements for water and wastewater not more than two years from the date of the approval of this request for service and must comply with the following:
 - a. Prior to application for each agreement, the applicant shall coordinate with the Town Engineer to determine what, if any, additional analysis, exhibits, agreements, etc. are required to be included in the agreement application.
 - b. The applicant is responsible for all costs to prepare the application materials specifically including, but not limited to, compensation for the time of Town employees working on the application, billed at the rate in the adopted fee schedule at the time of the work performed by the Town staff.
 - iv. The applicant shall execute either new connection and use agreements for water and wastewater with the Town for NSP1 or amend the applicant's existing Wastewater Treatment Facilities Connection and Use Agreement Between the Town and JHHR Development II, Inc. and Water Supply Agreement Between the Town and JHHR Development II, Inc within one year of the application for the agreements. Whether JHHR Development II, Inc. enters new agreements with the Town or amends one or both of their existing water and wastewater agreements, JHHR Development II, Inc. will:
 - a. Be billed as one customer of the Town.
 - v. The applicant shall have Town issued permits, e.g. SWP, for the construction of development infrastructure prior to construction of any new wastewater and water infrastructure or service.
- C. Conditions Applicable to Wastewater:
- i. Volume: This approval for NSP1 is for an average day of 150,000 gallons, a maximum day of 205,000 gallons and a peak hour discharge flowrate of 200 gallons per minute. Any additional volume or flowrate required shall require a new request.
 - ii. Capacity. The applicant shall not discharge more wastewater from NSP1 than they have paid wastewater capacity fees for, unless and until the applicant has applied, been approved, and paid for additional capacity.
 - iii. While not anticipated, the developer shall pay for the portion of the necessary cost to upgrade the Town wastewater system to accommodate serving NSP1, as determined by the Town Engineer, up to the point of execution of the connection and use agreement for wastewater.
 - iv. Have one set of volume and discharge maximums (averages, daily maximums, peak hours, gallons per minute, etc.) for NSP1 and Porter Ranch Subdivision combined.
- D. Conditions Applicable to Water:
- i. Volume. This approval for NSP1 is for 600 units for residential and accessory uses and exactions land within NSP1.
 - ii. Capacity. The applicant shall not use more water for NSP1 than they have paid water capacity fees for, unless and until the applicant has applied, been approved, and paid for additional capacity.

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

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

Ordinance A: An Ordinance Amending the Zoning Map at 252 & 254 E. Simpson Ave. (P25-156)

PURSUANT TO DIVISION 8.7.3 ZONING MAP AMENDMENT, DIVISION 1.7.2 ESTABLISHMENT OF ZONES AND OVERLAYS, AND DIVISION 1.7.3 OFFICIAL ZONING MAP INCORPORATED BY REFERENCE, OF THE LAND DEVELOPMENT REGULATIONS, CHANGING THE ZONING CLASSIFICATION FROM OFFICE RESIDENTIAL (OR) TO PUBLIC/SEMI-PUBLIC (P/SP) FOR LOTS 5 & 6, BLOCK 9, CACHE-2 ADDITION TO THE TOWN OF JACKSON (ADDRESSED AS 252 & 254 EAST SIMPSON AVENUE). BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. Council held discussion. A motion was made by Devon Viehman and seconded by Kevin Regan to approve ordinance A on second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance B: An Ordinance Amending the Land Development Regulations Related to Nonconforming Development.

AN ORDINANCE AMENDING ARTICLE 1 GENERAL PROVISIONS, DIVISION 1.9, NONCONFORMITIES, 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:

Ordinance C: An Ordinance Amending the Land Development Regulations Related to Parking and Loading Standards and Administrative Adjustments.

AN ORDINANCE AMENDING ARTICLE 6, USE STANDARDS APPLICABLE IN ALL ZONES, DIVISION 6.2, PARKING AND LOADING STANDARDS, 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. Council held discussion. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve Ordinances B and C on first reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance D: An Ordinance Annexing a Parcel of Land Generally Located to the East of Nelson Drive.

AN ORDINANCE ANNEXING TO THE TOWN OF JACKSON, WYOMING A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 116 WEST, 6TH P.M, TETON COUNTY, WYOMING (GENERALLY LOCATED TO THE EAST OF NELSON DRIVE). BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Kevin Regan and seconded by Devon Viehman to approve Ordinance D: An Ordinance Annexing the U.S.F.S. Parcel East of Nelson Dr. to the Town of Jackson 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. Devon announced that the Jackson Hole History museum will be having its first fundraising event. Kevin provided an update from the START board and discussed a recent meeting he had with representatives from Friends of Pathways about the pedestrian experience. The joint letter to WYDOT regarding pedestrian safety was received by staff. Lea Colasuonno provided Council with a brief update on staff’s work on the Town’s contract with Flock for license plate reader cameras. Mayor Jorgensen discussed joint board vacancies. Teton County is currently receiving applications for the Travel and Tourism Board. A motion was made by Mayor Jorgensen and seconded by Devon Viehman to direct staff to coordinate with Teton County staff to re-advertise for openings on the Pathways Taskforce and Parks & Recreation Board and, as appropriate, subsequently coordinate schedules for the County Commission and Town Council for candidate interviews. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on temporary signs for the Wonder Institute, Jackson Hole Youth Soccer, and Coombs Outdoors, the Stilson Transit Center project, and letter inviting delegation from Lienz, Austria to visit Jackson. The Town Manager commented on the delegation from Lienz, Austria that will visit this fall. Devon Viehman requested a memo from staff on the history between Jackson and Lienz. A motion was made by Kevin Regan and seconded by Devon Viehman to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn to Executive Session. A motion was made by Jonathan Schechter and seconded by Kevin Regan to adjourn to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii) and 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). Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 6:52 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: February 11, 2026

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	INV012346	ENHANCED MANAGED SERVIC	01/27/2026	813.00	.00	
Total 7072:					813.00	.00	
51	ACE HARDWARE	932805	HEATER	01/19/2026	149.99	.00	
51	ACE HARDWARE	932806	CLAMP HOSE	01/19/2026	6.98	.00	
51	ACE HARDWARE	932904	DROP CLOTH	01/20/2026	7.99	.00	
51	ACE HARDWARE	932975	VENT DRYER PIPE	01/20/2026	8.99	.00	
51	ACE HARDWARE	932991	OSCILLATING TOOL, DRILL BIT,	01/20/2026	232.46	.00	
51	ACE HARDWARE	933097	SAND SCREEN, ROLLER & RAG	01/21/2026	46.95	.00	
51	ACE HARDWARE	933099	SPRAYER & CLEANER	01/21/2026	30.97	.00	
51	ACE HARDWARE	933182	TEXTURE SPRAY	01/22/2026	43.98	.00	
51	ACE HARDWARE	933259	RECIP BLD	01/22/2026	26.99	.00	
51	ACE HARDWARE	933452	ICE MELT	01/25/2026	11.99	.00	
51	ACE HARDWARE	933468	PAINT SUPPLIES	01/26/2026	99.44	.00	
51	ACE HARDWARE	933478	PAINT SUPPLIES	01/26/2026	21.98	.00	
51	ACE HARDWARE	933536	CLEANING PAD & PROTRACTO	01/26/2026	25.98	.00	
51	ACE HARDWARE	933538	SCREWS	01/26/2026	12.99	.00	
51	ACE HARDWARE	933658	PAINT SUPPLIES	01/27/2026	13.48	.00	
51	ACE HARDWARE	933676	PAINT SUPPLIES	01/27/2026	48.46	.00	
51	ACE HARDWARE	933709	PAINT SUPPLIES	01/28/2026	98.92	.00	
51	ACE HARDWARE	933758	HEATER	01/28/2026	99.98	.00	
Total 51:					988.52	.00	
6861	ADVANCED NETWORK MANAG	IN111191	PHONES	10/23/2025	615.68	.00	
Total 6861:					615.68	.00	
5120	ALARMLOGIX	02052026	REFUND OVERPAYMENT ON B	02/05/2026	266.00	.00	
Total 5120:					266.00	.00	
5726	AMAZON	112-8477743-7	PROBIOTIC	12/29/2025	49.45	.00	
5726	AMAZON	114-1872041-1	NOTARY LABELS	01/27/2026	24.87	.00	
5726	AMAZON	114-7368691-2	TABLECLOTHS	01/28/2026	15.99	.00	
5726	AMAZON	164T-6TPV-HV	TAIL LIGHTS	01/23/2026	76.00	.00	
5726	AMAZON	19WH-1CC4-F	M18 FUEL 1/2 HTIW 3/8 MTIW C	01/27/2026	613.55	.00	
5726	AMAZON	1D34-G6WH-R	WATER FILTER	08/02/2025	17.09	.00	
5726	AMAZON	1FRC-M6XJ-4	LABEL MAKER TAPE	05/21/2025	17.90	.00	
5726	AMAZON	1GY4-NMWC-L	COOLANT	01/23/2026	462.60	.00	
5726	AMAZON	1LXG-GWV7-6	AIR DUSTER	02/03/2026	39.95	.00	
5726	AMAZON	1M3M-4CDR-L	COOLANT	01/23/2026	231.30	.00	
5726	AMAZON	1M3M-4CDR-N	TONER	01/23/2026	149.89	.00	
5726	AMAZON	1MDH-K6TK-Q	GLOW STICKS	10/10/2025	148.85	.00	
5726	AMAZON	1MVH-Y9HJ-9	CHARGER STAND, CHARGERS,	02/03/2026	2,327.97	.00	
5726	AMAZON	1RK6-WL69-R	SEALANT	12/24/2025	28.95	.00	
5726	AMAZON	1TGP-GRYW-	NAME TAGS	06/17/2025	7.91	.00	
5726	AMAZON	1X3V-9X3P-Q9	LUBRICANT	10/22/2025	345.92	.00	
5726	AMAZON	1Y6R-1PFT-GX	TONER	02/03/2026	728.24	.00	
Total 5726:					5,286.43	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
383	ANTLER MOTEL, INC.	01262026	JANUARY ROOMS	01/26/2026	13,230.00	.00	
	Total 383:				13,230.00	.00	
1783	AT&T	287279795460	SERVICES	01/11/2026	319.34	.00	
	Total 1783:				319.34	.00	
7782	BERL ENTERPRISES LLC	4902	DYSON HAND DRYER	01/23/2026	1,598.40-	.00	
	Total 7782:				1,598.40-	.00	
4920	BEST BEST & KRIEGER	1052292	MATTER 51148.00003 SILVER S	02/04/2026	164.00	.00	
4920	BEST BEST & KRIEGER	1052293	MATTER 51148.00004 CHARTER	02/04/2026	3,240.00	.00	
4920	BEST BEST & KRIEGER	1052294	MATTER 51148.00005 AFFORDA	02/04/2026	385.00	.00	
	Total 4920:				3,789.00	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-102975	LAUNDRY	07/24/2025	22.50	.00	
	Total 1560:				22.50	.00	
7394	BOLAND, ANITA	30126	350 N Millward - March Rent	03/01/2026	2,328.85	.00	
	Total 7394:				2,328.85	.00	
6156	BUCKRAIL	5020	ADVERTISING	01/29/2026	3,500.00	.00	
	Total 6156:				3,500.00	.00	
7077	BURKHOLDER, SHAWN	30126	130 E Kelly - March Rent	03/01/2026	2,141.61	.00	
	Total 7077:				2,141.61	.00	
7775	C & C CHEFS LLC	01092026	TOWN CONCIL RETREAT MEAL	01/09/2026	3,135.20	3,135.20	02/04/2026
	Total 7775:				3,135.20	3,135.20	
5	CARQUEST AUTO PARTS INC.	6090-711925	FUEL FILTER	01/22/2026	16.34-	.00	
	Total 5:				16.34-	.00	
102	CASELLE INC.	INV-16321	MARCH 2026	02/03/2026	2,388.00	.00	
	Total 102:				2,388.00	.00	
6257	CERTIFIED LABORATORIES	9457539	GREASE	01/07/2026	905.85	.00	
	Total 6257:				905.85	.00	
7803	CHILLER ICE, LLC	02052026	REFUND OVERPAYMENT ON B	02/05/2026	174.00	.00	
	Total 7803:				174.00	.00	
4742	CHRISTENSEN, DUSTIN	01302026	CDL EXAM	01/30/2026	155.00	.00	
	Total 4742:				155.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
69	COMMUNITY ENTRY SERVICES	01202026	OCTOBER TO DECEMBER 2025	01/20/2026	45,000.00	.00	
Total 69:					45,000.00	.00	
514	CONRAD & BISCHOFF INC.	IN-058425-26	DIESEL	01/21/2026	20,188.79	.00	
514	CONRAD & BISCHOFF INC.	IN-058459-26	GAS	01/21/2026	5,496.61	.00	
514	CONRAD & BISCHOFF INC.	IN-060674-26	DEF BULK	01/26/2026	705.17	.00	
514	CONRAD & BISCHOFF INC.	IN-064064-26	ETHANOL	01/27/2026	8,855.87	.00	
514	CONRAD & BISCHOFF INC.	IN-064076-26	DIESEL	01/27/2026	17,538.12	.00	
Total 514:					52,784.56	.00	
4887	CONTROL SYSTEM TECHNOLO	11757	INSTALL SIM CARDS IN THAW	01/19/2026	3,825.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11767	THAW WELLS SCADA PROGRA	01/27/2026	3,600.00	.00	
Total 4887:					7,425.00	.00	
3001	CREATIVE ENERGIES, LLC	11746	EGAUGE TROUBLESHOOTING	02/03/2026	350.00	.00	
3001	CREATIVE ENERGIES, LLC	11746	EGAUGE TROUBLESHOOTING	02/03/2026	350.00	.00	
Total 3001:					700.00	.00	
6369	CRYSTAL CREEK CAPITAL	020526	RELEASE REMAINING BOND F	02/05/2026	2,250.00	.00	
Total 6369:					2,250.00	.00	
7649	DECKER GLASS	12142	WINDSHIELD	01/21/2026	189.80	.00	
7649	DECKER GLASS	12460	WINDSHIELD	01/22/2026	90.39	.00	
7649	DECKER GLASS	12905	WINDSHIELD	01/27/2026	100.71	.00	
Total 7649:					380.90	.00	
708	DELTA DENTAL PLAN OF WYOM	01012026	DECEMBER 2025 CLAIMS	01/01/2026	5,310.32	5,310.32	01/27/2026
708	DELTA DENTAL PLAN OF WYOM	01012026	JANUARY 2026 ADMIN FEED	01/01/2026	1,085.73	1,085.73	01/27/2026
708	DELTA DENTAL PLAN OF WYOM	01312026	JANUARY 2026	01/31/2026	7,475.60	7,475.60	02/03/2026
Total 708:					13,871.65	13,871.65	
3881	DEX IMAGING	AR14699694	COPIES	01/26/2026	582.84	.00	
Total 3881:					582.84	.00	
6883	DIVISION OF CHILD SUPPORT	02062026	DCSE CASE #0005405448	02/06/2026	509.23	509.23	02/06/2026
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	02042026	Crime Victim Surcharge	02/04/2026	300.00	.00	
Total 2175:					300.00	.00	
6311	DUSTBUSTERS, LLC	CD202602046	ICEKICKER	11/12/2025	3,459.48	.00	
6311	DUSTBUSTERS, LLC	CD202602317	ICEKICKER	11/19/2025	3,576.79	.00	
6311	DUSTBUSTERS, LLC	CD202603582	ICEKICKER	11/12/2025	3,818.75	.00	
Total 6311:					10,855.02	.00	
3408	E.R. OFFICE EXPRESS	23710	ENVELOPES	01/14/2026	76.89	.00	
3408	E.R. OFFICE EXPRESS	23724	PAPER	01/29/2026	74.39	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3408	E.R. OFFICE EXPRESS	23725	PAPER	01/29/2026	223.17	.00	
Total 3408:					374.45	.00	
6157	EFORCE	1234581	EVO UPGRADE	02/04/2026	12,900.00	.00	
Total 6157:					12,900.00	.00	
7446	ELAN ONE CARD	01312026	SMITHS ANIMAL SHELTER 3324	01/31/2026	54.88	54.88	02/06/2026
7446	ELAN ONE CARD	01312026	DELTA CHIEF TOWN OF JACKS	01/31/2026	446.60	446.60	02/06/2026
7446	ELAN ONE CARD	01312026	HOLIDAY INN DETECTIVE SER	01/31/2026	122.08	122.08	02/06/2026
7446	ELAN ONE CARD	01312026	HOME DEPOT FACILITIES PUBL	01/31/2026	59.33	59.33	02/06/2026
7446	ELAN ONE CARD	01312026	AMAZON FACILITIES PUBLIC W	01/31/2026	267.16	267.16	02/06/2026
7446	ELAN ONE CARD	01312026	GODADDY IT DEPARTMENT 730	01/31/2026	34.18	34.18	02/06/2026
7446	ELAN ONE CARD	01312026	MANDUKA JPD SERGEANT 228	01/31/2026	1,963.50	1,963.50	02/06/2026
7446	ELAN ONE CARD	01312026	EXXON JPD TRAINING TWO 648	01/31/2026	28.18	28.18	02/06/2026
7446	ELAN ONE CARD	01312026	ATELIER ORTEGA PERSONNEL	01/31/2026	12.50	12.50	02/06/2026
7446	ELAN ONE CARD	01312026	CHECKR PERSONNEL 7099	01/31/2026	54.99	54.99	02/06/2026
7446	ELAN ONE CARD	01312026	LOAF N JUG PERSONNEL 7099	01/31/2026	6.78	6.78	02/06/2026
7446	ELAN ONE CARD	01312026	MASTERCLASS PW ADMIN 487	01/31/2026	180.00	180.00	02/06/2026
7446	ELAN ONE CARD	01312026	ALBERTSONS START ADMIN 92	01/31/2026	26.48	26.48	02/06/2026
7446	ELAN ONE CARD	01312026	COCA COLA VICTIM SERVICES	01/31/2026	27.41	27.41	02/06/2026
7446	ELAN ONE CARD	01312026	WYOJSCY VICTIM SERVICES 1	01/31/2026	250.00	250.00	02/06/2026
7446	ELAN ONE CARD	01312026	CONOCO ANIMAL SHELTER 332	01/31/2026	34.11	34.11	02/06/2026
7446	ELAN ONE CARD	01312026	DELTA CHIEF TOWN OF JACKS	01/31/2026	446.60	446.60	02/06/2026
7446	ELAN ONE CARD	01312026	UPS DETECTIVE SERGEANT 66	01/31/2026	18.34	18.34	02/06/2026
7446	ELAN ONE CARD	01312026	IKEA FACILITIES PUBLIC WORK	01/31/2026	4,989.45	4,989.45	02/06/2026
7446	ELAN ONE CARD	01312026	SNAKE RIVER ROASTING FINA	01/31/2026	56.00	56.00	02/06/2026
7446	ELAN ONE CARD	01312026	COMPTIA IT DEPARTMENT 7309	01/31/2026	190.00	190.00	02/06/2026
7446	ELAN ONE CARD	01312026	5.11 JPD TRAINING ONE 7130	01/31/2026	545.70	545.70	02/06/2026
7446	ELAN ONE CARD	01312026	TETON CO CLERK LEGAL DEPA	01/31/2026	19.55	19.55	02/06/2026
7446	ELAN ONE CARD	01312026	PERSEPHONE BAKERY PERSO	01/31/2026	250.00	250.00	02/06/2026
7446	ELAN ONE CARD	01312026	WHOLE FOODS PERSONNEL 7	01/31/2026	10.76	10.76	02/06/2026
7446	ELAN ONE CARD	01312026	ROADHOUSE PW ADMIN 4874	01/31/2026	45.72	45.72	02/06/2026
7446	ELAN ONE CARD	01312026	LORMAN BUSINESS CENTER P	01/31/2026	559.20	559.20	02/06/2026
7446	ELAN ONE CARD	01312026	ALBERTSONS START ADMIN 92	01/31/2026	33.44	33.44	02/06/2026
7446	ELAN ONE CARD	01312026	DELTA VICTIM SERVICES 1944	01/31/2026	510.60	510.60	02/06/2026
7446	ELAN ONE CARD	01312026	EGAUGESYSTEMS WWTP 2901	01/31/2026	20.00	20.00	02/06/2026
7446	ELAN ONE CARD	01312026	STAPLES ANIMAL SHELTER 332	01/31/2026	35.29	35.29	02/06/2026
7446	ELAN ONE CARD	01312026	MOUNTAIN MER CHIEF TOWN	01/31/2026	500.00	500.00	02/06/2026
7446	ELAN ONE CARD	01312026	MAILCHIMP COMMUNITY DEV 3	01/31/2026	135.00	135.00	02/06/2026
7446	ELAN ONE CARD	01312026	HOME DEPOT FACILITIES PUBL	01/31/2026	163.98	163.98	02/06/2026
7446	ELAN ONE CARD	01312026	IKEA FACILITIES PUBLIC WORK	01/31/2026	4,989.45	4,989.45	02/06/2026
7446	ELAN ONE CARD	01312026	AMAZON IT DEPARTMENT 7309	01/31/2026	78.99	78.99	02/06/2026
7446	ELAN ONE CARD	01312026	APPLE IT DEPARTMENT 7309	01/31/2026	139.05	139.05	02/06/2026
7446	ELAN ONE CARD	01312026	KORE ESSENTIALS JPD TRAINI	01/31/2026	239.80	239.80	02/06/2026
7446	ELAN ONE CARD	01312026	1STRC.ORG LIEUTENANT 7867	01/31/2026	861.00	861.00	02/06/2026
7446	ELAN ONE CARD	01312026	TARGET PERSONNEL 7099	01/31/2026	42.50	42.50	02/06/2026
7446	ELAN ONE CARD	01312026	PRAERTORIAN PERSONNEL 70	01/31/2026	344.00	344.00	02/06/2026
7446	ELAN ONE CARD	01312026	ALBERTSONS PW ADMIN 4874	01/31/2026	3.49	3.49	02/06/2026
7446	ELAN ONE CARD	01312026	TRANSIT TALENT START ADMIN	01/31/2026	125.00	125.00	02/06/2026
7446	ELAN ONE CARD	01312026	AMAZON STREETS 4277	01/31/2026	157.81	157.81	02/06/2026
7446	ELAN ONE CARD	01312026	ANTLER INN VICTIM SERVICES	01/31/2026	139.50	139.50	02/06/2026
7446	ELAN ONE CARD	01312026	SMITHS ANIMAL SHELTER 3324	01/31/2026	48.34	48.34	02/06/2026
7446	ELAN ONE CARD	01312026	ALLIANZE TRAVEL CHIEF TOW	01/31/2026	90.45	90.45	02/06/2026
7446	ELAN ONE CARD	01312026	CASPER STAR TRIBUNE COMM	01/31/2026	36.99	36.99	02/06/2026
7446	ELAN ONE CARD	01312026	HOME DEPOT FACILITIES PUBL	01/31/2026	344.10	344.10	02/06/2026
7446	ELAN ONE CARD	01312026	HOME DEPOT FACILITIES PUBL	01/31/2026	646.00	646.00	02/06/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	01312026	DISH IT DEPARTMENT 7309	01/31/2026	157.20	157.20	02/06/2026
7446	ELAN ONE CARD	01312026	MANDUKA JPD SERGEANT 228	01/31/2026	100.00	100.00	02/06/2026
7446	ELAN ONE CARD	01312026	MAVERIK JPD TRAINING TWO 6	01/31/2026	44.21	44.21	02/06/2026
7446	ELAN ONE CARD	01312026	COUER DALENE LIEUTENANT 7	01/31/2026	239.26	239.26	02/06/2026
7446	ELAN ONE CARD	01312026	CHECKR PERSONNEL 7099	01/31/2026	74.99	74.99	02/06/2026
7446	ELAN ONE CARD	01312026	ALBERTSONS PERSONNEL 709	01/31/2026	54.93	54.93	02/06/2026
7446	ELAN ONE CARD	01312026	COURSERA PW ADMIN 4874	01/31/2026	199.00	199.00	02/06/2026
7446	ELAN ONE CARD	01312026	4IMPRINT START ADMIN 9251	01/31/2026	41.21	41.21	02/06/2026
7446	ELAN ONE CARD	01312026	WY STATE ARTS COUNCIL TOW	01/31/2026	75.00	75.00	02/06/2026
7446	ELAN ONE CARD	01312026	DOMINOS VICTIM SERVICES 19	01/31/2026	43.59	43.59	02/06/2026
7446	ELAN ONE CARD	01312026	AKAL TRAVEL CENTER ANIMAL	01/31/2026	54.88	54.88	02/06/2026
7446	ELAN ONE CARD	01312026	DELTA CHIEF TOWN OF JACKS	01/31/2026	446.60	446.60	02/06/2026
7446	ELAN ONE CARD	01312026	FBI RETAIL STORE DETECTIVE	01/31/2026	502.90	502.90	02/06/2026
7446	ELAN ONE CARD	01312026	IKEA FACILITIES PUBLIC WORK	01/31/2026	7,737.20-	7,737.20-	02/06/2026
7446	ELAN ONE CARD	01312026	SNAKE RIVER ROASTING FINA	01/31/2026	57.96	57.96	02/06/2026
7446	ELAN ONE CARD	01312026	GODADDY IT DEPARTMENT 730	01/31/2026	150.72	150.72	02/06/2026
7446	ELAN ONE CARD	01312026	HOLIDAY INN JPD SERGEANT 2	01/31/2026	97.71	97.71	02/06/2026
7446	ELAN ONE CARD	01312026	MAVERIK JPD TRAINING TWO 6	01/31/2026	43.76	43.76	02/06/2026
7446	ELAN ONE CARD	01312026	CREEKSIDE MARKET PERSON	01/31/2026	21.98	21.98	02/06/2026
7446	ELAN ONE CARD	01312026	PEARL ST PERSONNEL 7099	01/31/2026	32.39	32.39	02/06/2026
7446	ELAN ONE CARD	01312026	CALENDARS.COM PLANNING D	01/31/2026	31.40	31.40	02/06/2026
7446	ELAN ONE CARD	01312026	MASTERCLASS PW ADMIN 487	01/31/2026	240.00	240.00	02/06/2026
7446	ELAN ONE CARD	01312026	COSTCO START ADMIN 9251	01/31/2026	21.18	21.18	02/06/2026
7446	ELAN ONE CARD	01312026	STAPLES VICTIM SERVICES 19	01/31/2026	181.50	181.50	02/06/2026
7446	ELAN ONE CARD	01312026	ALBERTSONS WWTP 2901	01/31/2026	39.38	39.38	02/06/2026
7446	ELAN ONE CARD	01312026	CONOCO ANIMAL SHELTER 332	01/31/2026	26.48	26.48	02/06/2026
7446	ELAN ONE CARD	01312026	AUDIBLE CHIEF TOWN OF JAC	01/31/2026	16.00	16.00	02/06/2026
7446	ELAN ONE CARD	01312026	FBI RETAIL STORE DETECTIVE	01/31/2026	31.99	31.99	02/06/2026
7446	ELAN ONE CARD	01312026	IKEA FACILITIES PUBLIC WORK	01/31/2026	5,267.60	5,267.60	02/06/2026
7446	ELAN ONE CARD	01312026	RINGCENTRAL IT DEPARTMEN	01/31/2026	525.38	525.38	02/06/2026
7446	ELAN ONE CARD	01312026	ALBERTSONS IT DEPARTMENT	01/31/2026	21.15	21.15	02/06/2026
7446	ELAN ONE CARD	01312026	GOLDEN THREAD JPD TRAININ	01/31/2026	40.00	40.00	02/06/2026
7446	ELAN ONE CARD	01312026	AIRBNB LIEUTENANT 7867	01/31/2026	4,773.78	4,773.78	02/06/2026
7446	ELAN ONE CARD	01312026	PICNIC PERSONNEL 7099	01/31/2026	40.50	40.50	02/06/2026
7446	ELAN ONE CARD	01312026	AMAZON PERSONNEL 7099	01/31/2026	25.99	25.99	02/06/2026
7446	ELAN ONE CARD	01312026	USPS PW ADMIN 4874	01/31/2026	17.20	17.20	02/06/2026
7446	ELAN ONE CARD	01312026	MASTERCLASS PW ADMIN 487	01/31/2026	240.00-	240.00-	02/06/2026
7446	ELAN ONE CARD	01312026	STAPLES START ADMIN 9251	01/31/2026	28.19	28.19	02/06/2026
7446	ELAN ONE CARD	01312026	DELTA VICTIM SERVICES 1944	01/31/2026	510.60	510.60	02/06/2026
7446	ELAN ONE CARD	01312026	PSI EXAMS WWTP 2901	01/31/2026	108.00	108.00	02/06/2026
7446	ELAN ONE CARD	01312026	INTL CODE COUNCIL BUILDING	01/31/2026	1,100.00	1,100.00	02/06/2026
7446	ELAN ONE CARD	01312026	DELTA CHIEF TOWN OF JACKS	01/31/2026	477.59	477.59	02/06/2026
7446	ELAN ONE CARD	01312026	IKEA FACILITIES PUBLIC WORK	01/31/2026	7,769.30	7,769.30	02/06/2026
7446	ELAN ONE CARD	01312026	IKEA FACILITIES PUBLIC WORK	01/31/2026	1,969.04	1,969.04	02/06/2026
7446	ELAN ONE CARD	01312026	NEWEGG IT DEPARTMENT 7309	01/31/2026	2,440.32	2,440.32	02/06/2026
7446	ELAN ONE CARD	01312026	PEARL ST BAGELS IT DEPART	01/31/2026	41.00	41.00	02/06/2026
7446	ELAN ONE CARD	01312026	CONOCO JPD TRAINING TWO 6	01/31/2026	14.07	14.07	02/06/2026
7446	ELAN ONE CARD	01312026	RAY ALLEN MANUFACTURING L	01/31/2026	88.08	88.08	02/06/2026
7446	ELAN ONE CARD	01312026	STAPLES PERSONNEL 7099	01/31/2026	11.76	11.76	02/06/2026
7446	ELAN ONE CARD	01312026	FORT FRAME & ART PERSONN	01/31/2026	750.58	750.58	02/06/2026
7446	ELAN ONE CARD	01312026	GIVEBACKBOX PW ADMIN 4874	01/31/2026	40.00	40.00	02/06/2026
7446	ELAN ONE CARD	01312026	ACCO BRANDS DIRECT PW AD	01/31/2026	18.05-	18.05-	02/06/2026
7446	ELAN ONE CARD	01312026	ALBERTSONS START OPERATI	01/31/2026	14.97	14.97	02/06/2026
7446	ELAN ONE CARD	01312026	SURVEYHERO VICTIM SERVIC	01/31/2026	299.00	299.00	02/06/2026
7446	ELAN ONE CARD	01312026	SILVER DOLLAR BAR ADMINIST	01/31/2026	146.05	146.05	02/06/2026
7446	ELAN ONE CARD	01312026	WY ASSN OF SH CHIEF TOWN	01/31/2026	400.00	400.00	02/06/2026
7446	ELAN ONE CARD	01312026	DELTA CHIEF TOWN OF JACKS	01/31/2026	545.59	545.59	02/06/2026
7446	ELAN ONE CARD	01312026	HOME DEPOT FACILITIES PUBL	01/31/2026	532.89	532.89	02/06/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	01312026	IKEA FACILITIES PUBLIC WORK	01/31/2026	1,585.99	1,585.99	02/06/2026
7446	ELAN ONE CARD	01312026	STARLINK IT DEPARTMENT 730	01/31/2026	660.00	660.00	02/06/2026
7446	ELAN ONE CARD	01312026	APPLE IT DEPARTMENT 7309	01/31/2026	267.45	267.45	02/06/2026
7446	ELAN ONE CARD	01312026	MAVERIK JPD TRAINING TWO 6	01/31/2026	38.34	38.34	02/06/2026
7446	ELAN ONE CARD	01312026	ALBERTSONS LIEUTENANT 786	01/31/2026	29.33	29.33	02/06/2026
7446	ELAN ONE CARD	01312026	COOLWORKS PERSONNEL 709	01/31/2026	169.00	169.00	02/06/2026
7446	ELAN ONE CARD	01312026	WALMART PERSONNEL 7099	01/31/2026	157.51	157.51	02/06/2026
7446	ELAN ONE CARD	01312026	UPS PW ADMIN 4874	01/31/2026	18.47	18.47	02/06/2026
7446	ELAN ONE CARD	01312026	SMITHS PW FLEET 0463	01/31/2026	127.45	127.45	02/06/2026
7446	ELAN ONE CARD	01312026	AMAZON STREETS 4277	01/31/2026	130.46	130.46	02/06/2026
7446	ELAN ONE CARD	01312026	STAPLES VICTIM SERVICES 19	01/31/2026	17.66	17.66	02/06/2026
Total 7446:					36,636.64	36,636.64	
1134	ENERGY LABORATORIES INC.	759375	OIL & GREASE	12/30/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	762054	OIL & GREASE	01/14/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	763537	PHOSPHORUS	01/21/2026	183.00	.00	
1134	ENERGY LABORATORIES INC.	764085	PHOSPHORUS & NITROGEN	01/23/2026	233.00	.00	
1134	ENERGY LABORATORIES INC.	764086	PHOSPHORUS & NITROGEN	01/23/2026	800.00	.00	
1134	ENERGY LABORATORIES INC.	764167	OIL & GREASE	01/26/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	764426	COPPER	01/27/2026	272.50	.00	
Total 1134:					2,004.50	.00	
6753	ESRI, INC	900181990	GIS SUBSCRIPTION	01/23/2026	12,628.97	.00	
Total 6753:					12,628.97	.00	
6552	ETNA TRADE PARK LLC	30126	Star Valley Bus Storage - March R	03/01/2026	4,062.00	.00	
Total 6552:					4,062.00	.00	
7793	FABRIC LABS, INC	51865	JANUARY 2026	01/15/2026	1,385.50	1,385.50	01/28/2026
7793	FABRIC LABS, INC	52281	TELEHEALTH	02/01/2026	1,156.00	1,156.00	02/03/2026
Total 7793:					2,541.50	2,541.50	
4709	FLEETPRIDE	131906809	HOSES	01/29/2026	919.60	.00	
Total 4709:					919.60	.00	
668	FREEDOM MAILING SERVICE I	51809	UTILITY BILLING	12/06/2025	967.37	.00	
668	FREEDOM MAILING SERVICE I	51809	UTILITY BILLING	12/06/2025	967.38	.00	
Total 668:					1,934.75	.00	
4394	FREMONT MOTOR CO.	94660	2025 WHITE FORD F150 PICKU	12/30/2025	64,900.00	.00	
Total 4394:					64,900.00	.00	
5728	FUSION FLOORING LLC	4013	FLOOR GRINDING	04/10/2025	1,200.00	1,200.00	02/03/2026
Total 5728:					1,200.00	1,200.00	
7104	GEDDES, GLENN	01232026	TANK ENDORSEMENT	01/23/2026	57.34	.00	
Total 7104:					57.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4212	GILLIG LLC	41374189	MODULE MOUNTING ANGLE	12/13/2025	653.50	.00	
4212	GILLIG LLC	41396734	JUMP START	01/21/2026	991.66	.00	
4212	GILLIG LLC	41396735	AIR FILTERS	01/21/2026	1,600.80	.00	
4212	GILLIG LLC	41398326	HEAD UNITS	01/26/2026	2,198.04	.00	
4212	GILLIG LLC	41399241	PUMP	01/28/2026	704.65	.00	
4212	GILLIG LLC	41400691	HOSES	01/30/2026	879.81	.00	
Total 4212:					7,028.46	.00	
7329	GLOBAL INDUSTRIAL	123942191	BELT BARRIER	12/17/2025	697.47	.00	
7329	GLOBAL INDUSTRIAL	123944828	RAIL ASSEMBLY	12/18/2025	1,809.17	.00	
Total 7329:					2,506.64	.00	
5009	GM SHEET METAL LLC	6688	BROWN METAL	01/14/2026	125.36	.00	
Total 5009:					125.36	.00	
4271	GRAND TARGHEE RESORT	02042026	JULY AND AUGUST REIMBURS	02/04/2026	29,418.00	.00	
Total 4271:					29,418.00	.00	
7497	GRIFFITH PARTNERSHIP LLC	30126	126 Aspen Dr - March Rent	03/01/2026	1,760.00	.00	
Total 7497:					1,760.00	.00	
7342	HARMONY DESIGN, INC	25868	GARAMAN BIKE SAFETY IMPR	12/17/2025	456.50	.00	
Total 7342:					456.50	.00	
7798	HIGH COUNTRY HVAC LLC	119	FURNACE CHANGE OUT	01/15/2026	8,161.90	.00	
Total 7798:					8,161.90	.00	
96	HIGH COUNTRY LINEN	0550518	Laundry	01/21/2026	72.24	.00	
96	HIGH COUNTRY LINEN	0550770	Laundry	01/02/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0550770	Laundry	01/02/2026	14.68	.00	
96	HIGH COUNTRY LINEN	0550770	Laundry	01/02/2026	9.16	.00	
96	HIGH COUNTRY LINEN	0550770	Laundry	01/02/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0550770	Laundry	01/02/2026	17.20	.00	
96	HIGH COUNTRY LINEN	0550770	Laundry	01/02/2026	10.78	.00	
96	HIGH COUNTRY LINEN	0550770	Laundry	01/02/2026	35.61	.00	
96	HIGH COUNTRY LINEN	0550770	Laundry	01/02/2026	13.30	.00	
96	HIGH COUNTRY LINEN	0551224	Laundry	01/26/2026	199.72	.00	
96	HIGH COUNTRY LINEN	0551225	Laundry	01/26/2026	33.78	.00	
96	HIGH COUNTRY LINEN	0551225	Laundry	01/26/2026	42.01	.00	
96	HIGH COUNTRY LINEN	0551738	MATS	01/28/2026	76.23	.00	
96	HIGH COUNTRY LINEN	C0548531	CREDIT	01/08/2026	60.00-	.00	
96	HIGH COUNTRY LINEN	S0550288	SUPPLIES	01/20/2026	141.20	.00	
96	HIGH COUNTRY LINEN	S0550934	SUPPLIES	01/22/2026	156.55	.00	
96	HIGH COUNTRY LINEN	S0550935	SUPPLIES	01/22/2026	60.00	.00	
96	HIGH COUNTRY LINEN	S0550936	SUPPLIES	01/22/2026	172.50	.00	
96	HIGH COUNTRY LINEN	S0550944	PAPER TOWELS & TP	01/22/2026	139.97	.00	
Total 96:					1,148.23	.00	
6455	HIRST APPLGATE, LLP	1397	RECORDS REQUESTS	01/06/2026	702.10	.00	
6455	HIRST APPLGATE, LLP	436	PUBLIC RECORDS REQUESTS	12/12/2025	1,285.93	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6455:					1,988.03	.00	
7735	HNTB CORPORATION	0002-91066-D	TASK ORDER 2 FOR 2 MCI DIES	01/23/2026	5,178.54	.00	
Total 7735:					5,178.54	.00	
7800	HUCKLEBERRY PROPERTY	02062026	REFUND DOUBLE PMT ON BUS	02/06/2026	135.00	.00	
Total 7800:					135.00	.00	
6121	IDENTISYS, INC	752517	CONTRACT	01/28/2026	1,594.00	.00	
Total 6121:					1,594.00	.00	
6720	IMMIGRANT HOPE	1160	OCTOBER-DECEMBER 2025	01/30/2026	2,000.00	.00	
Total 6720:					2,000.00	.00	
106	INTERSTATE BATTERY	650006966	BATTERIES	01/26/2026	742.75	.00	
106	INTERSTATE BATTERY	650007044	BATTERIES	02/02/2026	597.80	.00	
Total 106:					1,340.55	.00	
6954	IVY OUTDOOR SERVICES LLC	0000185	TRASH	02/02/2026	9,263.93	.00	
6954	IVY OUTDOOR SERVICES LLC	0000187	JANUARY TRASH	02/02/2026	2,962.57	.00	
Total 6954:					12,226.50	.00	
7163	JACKSON GROUP LOCKBOX	714481IF	FILTERS	01/20/2026	630.40	.00	
7163	JACKSON GROUP LOCKBOX	714496IF	GLOVES	01/21/2026	21.64	.00	
7163	JACKSON GROUP LOCKBOX	715217IF	OIL & FUEL FILTER	01/29/2026	357.94	.00	
Total 7163:					1,009.98	.00	
6474	JACKSON HOLE LAW, PC	2777	JANUARY 2026	01/31/2026	3,502.50	.00	
Total 6474:					3,502.50	.00	
131	JACKSON HOLE NEWS & GUID	383405	ORDINANCE 1449	11/19/2025	70.00	.00	
131	JACKSON HOLE NEWS & GUID	384447	REGULAR MTG	12/24/2025	605.00	.00	
131	JACKSON HOLE NEWS & GUID	384448	WORKSHOP	12/24/2025	130.00	.00	
131	JACKSON HOLE NEWS & GUID	384449	SPECIAL WORKSHOP	12/24/2025	50.00	.00	
131	JACKSON HOLE NEWS & GUID	384651	BID ADVERTISEMENT	12/31/2025	105.00	.00	
131	JACKSON HOLE NEWS & GUID	385007	REGULAR MTG	01/14/2026	475.00	.00	
131	JACKSON HOLE NEWS & GUID	385008	JM MTG	01/14/2026	265.00	.00	
131	JACKSON HOLE NEWS & GUID	385166	ADVERTISING	01/21/2026	726.00	.00	
131	JACKSON HOLE NEWS & GUID	385271	BAR & GRILL ADVERTISING	01/28/2026	1,620.00	.00	
131	JACKSON HOLE NEWS & GUID	385318	POLICE ADVERTISING	01/28/2026	896.00	.00	
131	JACKSON HOLE NEWS & GUID	385436	START ADS	01/31/2026	1,353.45	.00	
131	JACKSON HOLE NEWS & GUID	385573	REGULAR MTG	02/04/2026	600.00	.00	
131	JACKSON HOLE NEWS & GUID	385574	WORKSHOP	02/04/2026	110.00	.00	
Total 131:					7,005.45	.00	
7801	JH GLENWOOD UNIT 2 LLC	02052026	REFUND OVERPAYMENT ON B	02/05/2026	135.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7801:					135.00	.00	
7442	JOE JOHNSON EQUIPMENT	P03554	TITAN LW, SCREEN , & GASKET	01/30/2026	304.24	.00	
Total 7442:					304.24	.00	
7112	KJ'S SERVICES INVESTMENTS	30126	Alpine - March Rent	03/01/2026	2,940.00	.00	
7112	KJ'S SERVICES INVESTMENTS	30126	Alpine - March Internet	03/01/2026	35.00	.00	
Total 7112:					2,975.00	.00	
7794	LASER PROS INTERNATIONAL	INV2589148	ITB & SECONDARY TRANSFER	01/26/2026	403.57	.00	
Total 7794:					403.57	.00	
7799	LAUSHINE, HARRISON	02042026	PHYSICAL	02/04/2026	155.00	.00	
Total 7799:					155.00	.00	
5729	LENOVO (UNITED STATES) INC.	N300134275	4 THINKPADS	02/05/2026	7,696.68	.00	
Total 5729:					7,696.68	.00	
7201	LOPEZ-MORGAN, CHRYSAL	01232026	WORK BOOTS	01/23/2026	100.00	.00	
Total 7201:					100.00	.00	
156	LOWER VALLEY ENERGY INC	30126	355 W Deloney E5 - March Rent	03/01/2026	3,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 01-	3150 S ADAMS CANYON DR, JA	01/30/2026	488.02	.00	
156	LOWER VALLEY ENERGY INC	92050-003 01-	SPRUCE DR PUMP HOUSE, JA	01/30/2026	485.68	.00	
156	LOWER VALLEY ENERGY INC	92050-008 01-	CEMETERY, JACKSON, WY 20	01/30/2026	18.27	.00	
156	LOWER VALLEY ENERGY INC	92050-010 01-	ELY SPRINGS RD WELL 6,7,8, J	01/30/2026	1,921.54	.00	
156	LOWER VALLEY ENERGY INC	92050-014 01-	135 E BROADWAY AVE HEAT TA	01/30/2026	20.89	.00	
156	LOWER VALLEY ENERGY INC	92050-017 01-	WASTE WATER TRTMT INTERM	01/30/2026	270.56	.00	
156	LOWER VALLEY ENERGY INC	92050-019 01-	RANGEVIEW DR LIFT PUMP CO	01/30/2026	123.96	.00	
156	LOWER VALLEY ENERGY INC	92050-021 01-	150 E PEARL AVE, JACKSON, W	01/30/2026	2,262.00	.00	
156	LOWER VALLEY ENERGY INC	92050-024 01-	1605 BERGER LN SEWER LIFT	01/30/2026	28.53	.00	
156	LOWER VALLEY ENERGY INC	92050-025 01-	450 W SNOW KING AVE NEW S	01/30/2026	1,075.35	.00	
156	LOWER VALLEY ENERGY INC	92050-026 01-	450 W SNOW KING AVE SHOP, J	01/30/2026	412.11	.00	
156	LOWER VALLEY ENERGY INC	92050-044 01-	610 SNOW KING DR ESTATES B	01/30/2026	285.17	.00	
156	LOWER VALLEY ENERGY INC	92050-047 01-	WASTE WATER TRTMT UV BLD	01/30/2026	361.41	.00	
156	LOWER VALLEY ENERGY INC	92050-049 01-	WASTE WATER TRTMT PTB 545	01/30/2026	12,330.36	.00	
156	LOWER VALLEY ENERGY INC	92050-050 01-	2 MG TANK, JACKSON, WY 200	01/30/2026	29.57	.00	
156	LOWER VALLEY ENERGY INC	92050-051 01-	WELL #5 KARNS MEADOW DR,	01/30/2026	2,741.50	.00	
156	LOWER VALLEY ENERGY INC	92050-052 01-	675 E BROADWAY AVE WELL #1	01/30/2026	3,105.65	.00	
156	LOWER VALLEY ENERGY INC	92050-053 01-	WELLS #2 & #3, JACKSON, WY	01/30/2026	2,943.47	.00	
156	LOWER VALLEY ENERGY INC	92050-054 01-	CITY WELL ELK REF 1, JACKSO	01/30/2026	70.34	.00	
156	LOWER VALLEY ENERGY INC	92050-055 01-	CITY WELL ELK REF 2, JACKSO	01/30/2026	119.67	.00	
156	LOWER VALLEY ENERGY INC	92050-056 01-	CITY WELL ELK REF 3, JACKSO	01/30/2026	65.00	.00	
156	LOWER VALLEY ENERGY INC	92050-059 01-	440 W SNOW KING AVE POLICE	01/30/2026	356.98	.00	
156	LOWER VALLEY ENERGY INC	92050-060 01-	400 W SNOW KING AVE S GAR,	01/30/2026	1,619.52	.00	
156	LOWER VALLEY ENERGY INC	92050-061 01-	400 W SNOW KING AVE PUBLIC	01/30/2026	1,102.24	.00	
156	LOWER VALLEY ENERGY INC	92050-074 01-	CRABTREE LN THAW WELL #2,	01/30/2026	384.10	.00	
156	LOWER VALLEY ENERGY INC	92050-075 01-	HIGH SCHOOL RD THAW WELL	01/30/2026	213.89	.00	
156	LOWER VALLEY ENERGY INC	92050-077 01-	685 E HANSEN AVE, JACKSON,	01/30/2026	237.53	.00	
156	LOWER VALLEY ENERGY INC	92050-078 01-	145 W HANSEN AVE FRONT, JA	01/30/2026	236.07	.00	
156	LOWER VALLEY ENERGY INC	92050-079 01-	145 W HANSEN AVE BACK, JAC	01/30/2026	204.81	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-082 01-	400 W SNOW KING AVE E STOR	01/30/2026	523.63	.00	
156	LOWER VALLEY ENERGY INC	92050-089 01-	685 E HANSEN AVE, JACKSON,	01/30/2026	81.01	.00	
156	LOWER VALLEY ENERGY INC	92050-090 01-	955 MAPLE WAY, JACKSON, WY	01/30/2026	265.12	.00	
156	LOWER VALLEY ENERGY INC	92050-092 01-	3150 S ADAMS CANYON DR ANI	01/30/2026	611.77	.00	
156	LOWER VALLEY ENERGY INC	92050-102 01-	145 W HANSEN AVE FRONT, JA	01/30/2026	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	12/31/2025	3,383.51	.00	
156	LOWER VALLEY ENERGY INC	92050-106 01-	940 SIMON LN, JACKSON, WY	01/30/2026	233.26	.00	
156	LOWER VALLEY ENERGY INC	92050-114 01-3	210 N CACHE ST HOME RANCH	01/30/2026	621.51	.00	
156	LOWER VALLEY ENERGY INC	92050-126 01-	SPRING WATER LN LIFT STATIO	01/30/2026	44.90	.00	
156	LOWER VALLEY ENERGY INC	92050-127 01-	3337 S CODY CREEK DR LIFT S	01/30/2026	439.93	.00	
156	LOWER VALLEY ENERGY INC	92050-131 01-	195 E DELONEY AVE RESTROO	01/30/2026	562.09	.00	
156	LOWER VALLEY ENERGY INC	92050-132 01-	160 S MILLWARD ST PARKING	01/30/2026	2,949.95	.00	
156	LOWER VALLEY ENERGY INC	92050-134 01-	160 S MILLWARD ST PARKING	01/30/2026	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-334 01-	JOSEPHINE LOOP LOT 15 LIFT	01/30/2026	142.08	.00	
156	LOWER VALLEY ENERGY INC	92050-341 01-	210 N CACHE ST HOME RANCH	01/30/2026	78.34	.00	
156	LOWER VALLEY ENERGY INC	92050-345 01-	930 SIMON LN, JACKSON, WY	01/30/2026	227.25	.00	
156	LOWER VALLEY ENERGY INC	92050-356 01-	55 KARNS MEADOW DR START	01/30/2026	8,458.85	.00	
156	LOWER VALLEY ENERGY INC	92050-357 01-	55 KARNS MEADOW DR START	01/30/2026	2,683.18	.00	
156	LOWER VALLEY ENERGY INC	92050-359 01-	MILLER PARK PARKING LOT CH	01/30/2026	314.34	.00	
156	LOWER VALLEY ENERGY INC	92050-361 01-	625 W BROADWAY AVE NEW P	01/30/2026	304.08	.00	
156	LOWER VALLEY ENERGY INC	92050-363 01-	455 VINE ST UTIL, JACKSON, W	01/30/2026	91.08	.00	
156	LOWER VALLEY ENERGY INC	92050-364 01-	65 VIRGINIAN LN #5, JACKSON,	01/30/2026	92.27	.00	
156	LOWER VALLEY ENERGY INC	92050-365 01-	65 VIRGINIAN LN #7, JACKSON,	01/30/2026	100.49	.00	
156	LOWER VALLEY ENERGY INC	92050-367 01-	455 VINE ST APT #3, JACKSON,	01/30/2026	98.41	.00	
156	LOWER VALLEY ENERGY INC	92050-368 01-	455 VINE ST APT #4, JACKSON,	01/30/2026	174.29	.00	
156	LOWER VALLEY ENERGY INC	92050-370 01-	2022 WILDFLOWER CT, JACKS	01/30/2026	223.66	.00	
156	LOWER VALLEY ENERGY INC	92050-371 01-	2022 WILDFLOWER CT, JACKS	01/30/2026	58.74	.00	
156	LOWER VALLEY ENERGY INC	92050-374 01-	455 VINE ST APT #1, JACKSON,	01/30/2026	146.84	.00	
156	LOWER VALLEY ENERGY INC	92050-375 01-	155 E PEARL AVE, JACKSON, W	01/30/2026	27.61	.00	
156	LOWER VALLEY ENERGY INC	92050-376 01-	149 E PEARL AVE, JACKSON, W	01/30/2026	244.66	.00	
156	LOWER VALLEY ENERGY INC	92050-378 01-	145 E PEARL AVE #A EAST, JAC	01/30/2026	71.97	.00	
156	LOWER VALLEY ENERGY INC	92050-383 01-	SNOW KING DR WATER TANK C	01/30/2026	25.63	.00	
156	LOWER VALLEY ENERGY INC	92050-385 01-	85 N SPRING GULCH RD SPRIN	01/30/2026	358.55	.00	
156	LOWER VALLEY ENERGY INC	92050-388 01-	121 SHERWOOD CT BLDG 2 BU	01/30/2026	61.69	.00	
156	LOWER VALLEY ENERGY INC	92050-389 01-	1640 MARTIN LN LIFT STATION,	01/30/2026	42.68	.00	
156	LOWER VALLEY ENERGY INC	92050-390 01-	400 W SNOW KING AVE HOUSI	01/30/2026	323.64	.00	
156	LOWER VALLEY ENERGY INC	92050-391 01-	400 W SNOW KING AVE PARK M	01/30/2026	1,008.91	.00	
156	LOWER VALLEY ENERGY INC	92050-392 01-	400 W SNOW KING AVE ADMIN,	01/30/2026	901.67	.00	
156	LOWER VALLEY ENERGY INC	92050-393 01-	400 W SNOW KING AVE EMPLO	01/30/2026	1,136.54	.00	
156	LOWER VALLEY ENERGY INC	92050-395 01-	145 E PEARL AVE #C LOFT, JAC	01/30/2026	111.59	.00	
156	LOWER VALLEY ENERGY INC	92050-396 01-	145 E PEARL AVE HSE/CMN, JA	01/30/2026	103.63	.00	
156	LOWER VALLEY ENERGY INC	92050-397 01-	145 E PEARL AVE #B WEST, JA	01/30/2026	174.69	.00	
156	LOWER VALLEY ENERGY INC	92050-398 01-	155 E PEARL AVE, JACKSON, W	01/30/2026	113.71	.00	
156	LOWER VALLEY ENERGY INC	92050-399 01-	155 E PEARL AVE, JACKSON, W	01/30/2026	197.18	.00	
156	LOWER VALLEY ENERGY INC	92050-401 01-	455 VINE ST APT #2, JACKSON,	01/30/2026	115.38	.00	
156	LOWER VALLEY ENERGY INC	92050-405 01-	3585 S CANADIAN DR, JACKSO	01/30/2026	156.31	.00	
156	LOWER VALLEY ENERGY INC	92050-406 01-	3585 S CANADIAN DR, JACKSO	01/30/2026	136.29	.00	
156	LOWER VALLEY ENERGY INC	92050-407 01-	130 E KELLY AVE #23, JACKSO	01/30/2026	62.29	.00	
156	LOWER VALLEY ENERGY INC	92050-411 01-3	1540 MARTIN LN H-FRAME MET	01/30/2026	82.65	.00	
156	LOWER VALLEY ENERGY INC	92050-416 01-	350 N MILLWARD ST #5, JACKS	01/30/2026	65.05	.00	
156	LOWER VALLEY ENERGY INC	92050-418 01-	355 W DELONEY AVE E-5, JACK	01/30/2026	128.49	.00	
156	LOWER VALLEY ENERGY INC	92050-419 01-	55 VIRGINIAN LN #4, JACKSON,	01/30/2026	59.80	.00	
156	LOWER VALLEY ENERGY INC	92050-420 01-	355 W DELONEY AVE A-5, JACK	01/30/2026	80.54	.00	
156	LOWER VALLEY ENERGY INC	92050-421 01-	268 SAWMILL RD, ALPINE, WY	01/30/2026	174.35	.00	
156	LOWER VALLEY ENERGY INC	92050-422 01-	126 ASPEN DR, JACKSON, WY	01/30/2026	122.32	.00	
156	LOWER VALLEY ENERGY INC	92050-424 01-	69 VIRGINIAN LN #7, JACKSON,	01/30/2026	103.06	.00	
156	LOWER VALLEY ENERGY INC	92050-425 01-	1070 ELK RUN LN THAW WELL	01/30/2026	110.81	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 156:					65,739.14	.00	
7543	MASTERCARE CLEANING JH, L	2415	WINDOWS	01/31/2026	546.36	.00	
Total 7543:					546.36	.00	
4623	MSC INDUSTRIAL SUPPLY CO	8182164001	CLEANERS, SCREWS, WASHER	01/15/2026	324.11	.00	
Total 4623:					324.11	.00	
257	NAPA AUTO PARTS INC.	366265	GLOVES & WIPER BLADES	01/19/2026	158.92	.00	
257	NAPA AUTO PARTS INC.	366738	OIL FILTER	01/21/2026	9.10	.00	
257	NAPA AUTO PARTS INC.	366867	TIRE VALVE	01/22/2026	6.64	.00	
257	NAPA AUTO PARTS INC.	367143	AIR FILTER	01/23/2026	27.78	.00	
257	NAPA AUTO PARTS INC.	367636	AIR & OIL FILTER	01/26/2025	41.32	.00	
257	NAPA AUTO PARTS INC.	367877	OIL & AIR FILTER	01/27/2026	21.19	.00	
257	NAPA AUTO PARTS INC.	367878	LOCK CAM	01/27/2026	50.58	.00	
257	NAPA AUTO PARTS INC.	367880	OIL FILTER	01/27/2026	4.55	.00	
257	NAPA AUTO PARTS INC.	367881	BATTERY	01/27/2026	8.99	.00	
257	NAPA AUTO PARTS INC.	367939	LOCK CAM	01/27/2026	50.58	.00	
257	NAPA AUTO PARTS INC.	368054	FLUID DOT	01/28/2026	23.97	.00	
257	NAPA AUTO PARTS INC.	368057	TITAN BLADE	01/28/2026	53.98	.00	
257	NAPA AUTO PARTS INC.	368058	WIPER BLADES	01/28/2026	33.56	.00	
257	NAPA AUTO PARTS INC.	368060	AIR FILTER	01/28/2026	32.39	.00	
257	NAPA AUTO PARTS INC.	368079	ADAPTERS	01/28/2026	9.88	.00	
257	NAPA AUTO PARTS INC.	368135	STRUTS	01/28/2026	513.58	.00	
257	NAPA AUTO PARTS INC.	368319	WIPER BLADES	01/29/2026	52.98	.00	
257	NAPA AUTO PARTS INC.	368464	FILTERS	01/29/2026	25.00	.00	
257	NAPA AUTO PARTS INC.	368499	OIL	01/29/2026	69.90	.00	
257	NAPA AUTO PARTS INC.	368736	DISC BRAKE PADS & ROTORS	01/30/2026	410.87	.00	
257	NAPA AUTO PARTS INC.	368753	OIL	01/30/2026	24.26	.00	
257	NAPA AUTO PARTS INC.	369152	6NABTA X100FT	02/02/2026	14.00	.00	
257	NAPA AUTO PARTS INC.	369180	8AB--8MP90	02/02/2026	19.92	.00	
257	NAPA AUTO PARTS INC.	369205	BRAKE FLUID	02/03/2026	41.99	.00	
257	NAPA AUTO PARTS INC.	369221	WIRE	02/03/2026	39.58	.00	
257	NAPA AUTO PARTS INC.	369226	OIL & AIR FILTER	02/03/2026	56.86	.00	
Total 257:					1,701.21	.00	
187	NELSON ENGINEERING	69491	VINE STREET IMPROVEMENTS	01/27/2026	215.00	.00	
187	NELSON ENGINEERING	69491	VINE STREET IMPROVEMENTS	01/27/2026	107.50	.00	
187	NELSON ENGINEERING	69491	VINE STREET IMPROVEMENTS	01/27/2026	107.50	.00	
Total 187:					430.00	.00	
3222	OTIS ELEVATOR COMPANY	100402017663	ELEVATOR SERVICE	08/13/2025	6,696.84	.00	
Total 3222:					6,696.84	.00	
7703	OUTBACK LANDSCAPE OF WY	58719	155 E PEARL SNOW REMOVAL	02/01/2026	488.00	.00	
7703	OUTBACK LANDSCAPE OF WY	58720	SNOW KING SNOW REMOVAL	02/01/2026	375.00	.00	
Total 7703:					863.00	.00	
5707	PERFORM PRINTING LLC	P1717	BUSINESS CARDS	01/27/2026	101.66	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5707:					101.66	.00	
7802	PHAZE CONCRETE	02052026	REFUND OVERPAYMENT ON B	02/05/2026	213.00	.00	
Total 7802:					213.00	.00	
7242	PITTS, SAMANTHA	01262026	IT HARDWARE PMT	01/26/2026	77.83	.00	
Total 7242:					77.83	.00	
7591	POINT S REXBURG	920002976	TIRES	12/01/2025	880.00	.00	
7591	POINT S REXBURG	920004650	TIRES	01/30/2026	740.00	.00	
Total 7591:					1,620.00	.00	
7723	PREMIER CLEANING SERVICES	25650	CLEANING	01/31/2026	505.00	.00	
7723	PREMIER CLEANING SERVICES	25710	CLEANING	01/31/2026	1,225.00	.00	
Total 7723:					1,730.00	.00	
6613	QUADIENT FINANCE USA, INV	02022026	POSTAGE	02/02/2026	2,104.87	2,104.87	02/03/2026
Total 6613:					2,104.87	2,104.87	
6649	QUADIENT LEASING USA, INC.	Q2212507	LEASE PMT	02/05/2026	541.68	.00	
Total 6649:					541.68	.00	
7066	R & A SAFETY LLC	47416	DRUG SCREEN	09/12/2025	90.50	.00	
7066	R & A SAFETY LLC	47864	DRUG SCREEN	11/20/2025	90.50	.00	
7066	R & A SAFETY LLC	48030	DRUG SCREEN	01/06/2026	90.50	.00	
7066	R & A SAFETY LLC	48044	DRUG SCREEN	01/06/2026	90.50	.00	
7066	R & A SAFETY LLC	48110	DRUG SCREEN	01/14/2026	115.50	.00	
7066	R & A SAFETY LLC	48172	DRUG SCREEN	01/22/2026	271.50	.00	
7066	R & A SAFETY LLC	48182	DRUG SCREEN	01/23/2026	90.50	.00	
7066	R & A SAFETY LLC	48211	DRUG SCREEN	01/28/2026	115.50	.00	
7066	R & A SAFETY LLC	48228	DRUG SCREEN	01/30/2026	90.50	.00	
Total 7066:					1,045.50	.00	
7460	RAMANATHAN, BRINDA	30126	355 W Deloney A5 - March Rent	03/01/2026	2,500.00	.00	
Total 7460:					2,500.00	.00	
7341	RICH, SAMUEL	0127269319	HEADLAMP	01/27/2026	118.00	.00	
7341	RICH, SAMUEL	0203269599	DRILL BITS, PLIERS & REPAIR B	02/03/2026	574.00	.00	
Total 7341:					692.00	.00	
861	ROTARY CLUB OF JACKSON H	001	DUES	01/01/2026	50.00	.00	
Total 861:					50.00	.00	
7797	SARAZEN, ALEXANDRA	01	DECEMBER SOCIALS SUPPOR	01/20/2026	875.00	.00	
7797	SARAZEN, ALEXANDRA	02	JANUARY SOCIALS SUPPORT	01/20/2026	2,100.00	.00	
7797	SARAZEN, ALEXANDRA	03	JANUARY SOCIAL SUPPORT	02/01/2026	1,837.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7797:					4,812.50	.00	
7203	SCHWARTZ, ANDY	01292026	LOBBYING 7 OF 12	01/29/2026	5,000.00	.00	
Total 7203:					5,000.00	.00	
4359	SHERWIN-WILLIAMS CO.	250621605901	PAINT	01/15/2026	119.11	.00	
4359	SHERWIN-WILLIAMS CO.	254191605901	SPACKLING	01/16/2026	4.67	.00	
Total 4359:					123.78	.00	
4548	SILVER CREEK SUPPLY	0024466773-0	COUPLERS, ELBOWS & BUSHI	12/15/2025	80.58	.00	
Total 4548:					80.58	.00	
4720	SILVERSTAR	FEB26-54639	CIRCUIT SERVICES	02/01/2026	2,755.27	.00	
4720	SILVERSTAR	FEB26-654791	INTERNET	02/01/2026	3,374.73	.00	
Total 4720:					6,130.00	.00	
7106	SMITH PSYCHOLOGICAL SERVI	15383	EVALUATION	01/21/2026	400.00	.00	
Total 7106:					400.00	.00	
7050	SOSA'S JANITORIAL SERVICE	0000227	CLEANING	01/01/2026	6,165.00	.00	
7050	SOSA'S JANITORIAL SERVICE	0000228	CLEANING	01/03/2026	675.00	.00	
Total 7050:					6,840.00	.00	
7713	Southern Tire Mart LLC	6550001309	TIRES	02/02/2026	2,122.04	.00	
Total 7713:					2,122.04	.00	
7546	SPACE EXPLORATION TECHNO	INV-DF-USA-6	INTERNET	02/01/2026	660.00	.00	
Total 7546:					660.00	.00	
6524	SPEEDY CPS, LLC	IX-523861	ENVELOPES	01/20/2026	884.06	.00	
6524	SPEEDY CPS, LLC	IX-523971	BUS SIGNS	01/16/2026	277.72	.00	
6524	SPEEDY CPS, LLC	IX-526439	BUS SIGNS	02/03/2026	277.72	.00	
Total 6524:					1,439.50	.00	
6838	SPSC POA - South Park Services	02022026	WATER & LOT FEE	02/02/2026	303.82	.00	
Total 6838:					303.82	.00	
6871	STANDARD INSURANCE COMP	01272026	JANUARY 2026	01/27/2026	1,897.76	1,897.76	01/28/2026
6871	STANDARD INSURANCE COMP	01312026	JANUARY 2026	01/31/2026	8,394.01	8,394.01	02/06/2026
6871	STANDARD INSURANCE COMP	02012026	FEBRUARY 2026 PREMIUM	02/01/2026	8,389.65	8,389.65	02/06/2026
6871	STANDARD INSURANCE COMP	325830	FEBRUARY 2026	01/16/2026	2,360.97	2,360.97	01/28/2026
Total 6871:					21,042.39	21,042.39	
4294	STATE FIRE IDAHO	12657019	EXTINGUISHER	01/22/2026	180.00	.00	
4294	STATE FIRE IDAHO	12659005	ALARM MONITORING	01/31/2026	420.00	.00	
4294	STATE FIRE IDAHO	12660134	SMOKE CO COMBO	01/31/2026	8,866.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4294:					9,466.00	.00	
7539	SWEET SPIRITS PRESCHOOL &	68906612	CHECK CLEARED NOV25	06/24/2025	3,850.00	3,850.00	11/24/2025
Total 7539:					3,850.00	3,850.00	
6703	Teton County Alternative to Incarc	02052026	Q2 FY26	02/05/2026	15,651.55	.00	
6703	Teton County Alternative to Incarc	02062026	Q1 FY25	02/06/2026	19,012.51	.00	
Total 6703:					34,664.06	.00	
581	TETON COUNTY INTEGRATED	10961	E WASTE DISPOSAL	06/12/2025	25.00	.00	
Total 581:					25.00	.00	
2362	TETON COUNTY PUBLIC HEALT	26-0930	water test	01/16/2026	280.00	.00	
Total 2362:					280.00	.00	
1614	TETON COUNTY-FUND 10	01062026	TRANSPORTATION DECEMBER	01/06/2026	8,180.68	.00	
1614	TETON COUNTY-FUND 10	01312026A	DISPATCH JANUARY 2026	01/31/2026	72,502.81	.00	
1614	TETON COUNTY-FUND 10	01312026B	COUNTY PLANNING STAFF JAN	01/31/2026	9,897.40	.00	
1614	TETON COUNTY-FUND 10	01312026C	COUNTY TRANSPORTATION STA	01/31/2026	8,622.55	.00	
1614	TETON COUNTY-FUND 10	01312026E	PATHWAYS JANUARY 2026	01/31/2026	9,799.70	.00	
1614	TETON COUNTY-FUND 10	01312026F	P&R MONTHLY CONTRIBUTION	01/31/2026	205,545.42	.00	
1614	TETON COUNTY-FUND 10	01312026G	FIRE EMS MONTHLY CONTRIB	01/31/2026	262,168.58	.00	
1614	TETON COUNTY-FUND 10	01312026H	HOUSING MONTHLY CONTRIBU	01/31/2026	49,582.08	.00	
1614	TETON COUNTY-FUND 10	12012025	TRANSPORTATION NOVEMBER	12/01/2025	7,447.47	.00	
1614	TETON COUNTY-FUND 10	2026-5	TASK WORK ORDER #2 BUS PR	12/31/2025	918.00	.00	
1614	TETON COUNTY-FUND 10	2026-5	TASK WORK ORDER #1 GRANT	12/31/2025	2,735.52	.00	
1614	TETON COUNTY-FUND 10	30126	Adams Canyon -March Rent	03/01/2026	6,146.00	.00	
Total 1614:					643,546.21	.00	
268	TETON MOTORS INC	5115366 1	TRANSMISSION FLUID	01/23/2026	81.96	.00	
268	TETON MOTORS INC	5115383 1	BRAKE HOSE	01/27/2026	118.81	.00	
268	TETON MOTORS INC	5115387 1	AXLE	01/27/2026	403.98	.00	
268	TETON MOTORS INC	5115410 1	FILTER & ELEMENT	01/29/2026	49.40	.00	
268	TETON MOTORS INC	5115418 1	MASTER CYLINDER	01/29/2026	225.45	.00	
Total 268:					879.60	.00	
270	TETON RENTAL CENTER	174659	FILTER	01/27/2026	414.30	.00	
Total 270:					414.30	.00	
3237	THE AFTERMARKET PARTS CO	84130824	WINDSHIELD	01/20/2026	1,337.32	.00	
Total 3237:					1,337.32	.00	
6810	THE TIRE RACK, INC.	UL84500	TIRES	01/20/2026	1,684.96	.00	
Total 6810:					1,684.96	.00	
3955	THOMSON WEST	852870148	SUBSCRIPTION CHARGES	12/01/2025	622.74	.00	
3955	THOMSON WEST	852870148	SUBSCRIPTION CHARGES	12/01/2025	622.74	.00	
3955	THOMSON WEST	853139086	SUBSCRIPTION CHARGES	02/01/2026	622.74	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3955	THOMSON WEST	853139086	SUBSCRIPTION CHARGES	02/01/2026	622.74	.00	
	Total 3955:				2,490.96	.00	
70	TK ELEVATOR CORP.	3009202227	FULL MAINTENANCE	01/01/2026	3,957.24	.00	
	Total 70:				3,957.24	.00	
6591	T-MOBILE	FEB26-967529	INTERNET	01/20/2026	62.70	.00	
	Total 6591:				62.70	.00	
6363	TMSC LLC	2026-005-02	HEATER AT WELL HOUSE 3 & A	02/02/2026	3,655.00	.00	
6363	TMSC LLC	2026-005-02	HEATERS IN UNIT 1	02/02/2026	3,910.00	.00	
6363	TMSC LLC	2026-005-02	THERMOSTAT SKI PATROL ROO	02/02/2026	615.00	.00	
6363	TMSC LLC	2026-005-02	INSTALL HEAT FOR STARTUP	02/02/2026	1,065.06	.00	
6363	TMSC LLC	2026-005-02	HEATER AT WELL HOUSE 3 & A	02/02/2026	415.00	.00	
	Total 6363:				9,660.06	.00	
5038	TREFONAS LAW, P.C.	12312025	DECEMBER 2025	12/31/2025	1,733.00	.00	
	Total 5038:				1,733.00	.00	
3070	VALLEY WEST ENGINEERING,	1901	EAST BROADWAY PROJECT M	02/06/2026	4,800.00	.00	
	Total 3070:				4,800.00	.00	
6969	VELOCITY EHS	344796	HQ SOFTWARE	01/27/2026	4,200.00	.00	
	Total 6969:				4,200.00	.00	
1949	VERIZON WIRELESS	6132477794	CELL PHONES	01/01/2026	7,190.10	.00	
	Total 1949:				7,190.10	.00	
7796	VIDEKI, DAVID	013026	BAIL REFUND CASE 19-12-0033	01/30/2026	1,500.00	1,500.00	01/30/2026
	Total 7796:				1,500.00	1,500.00	
5022	VISION SERVICE PLAN (CT)	01172026	FEBRUARY 2026	01/17/2026	1,953.57	1,953.57	01/27/2026
5022	VISION SERVICE PLAN (CT)	12172025	JANUARY 2026	12/17/2025	1,936.27	1,936.27	01/27/2026
	Total 5022:				3,889.84	3,889.84	
517	WAM	18589	WINTER WORKSHOP	02/05/2026	270.00	.00	
517	WAM	18589	WINTER WORKSHOP	02/05/2026	540.00	.00	
517	WAM	18589	WINTER WORKSHOP	02/05/2026	270.00	.00	
	Total 517:				1,080.00	.00	
7019	WARE, JOHN	01242026	FTO TRAINING	01/24/2026	842.26	.00	
	Total 7019:				842.26	.00	
7550	WBC PROPERTIES	30126	Virginian 69-7 - March Rent	03/01/2026	2,150.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7550:					2,150.00	.00	
7180	WELCOMING AMERICA	WA 6246	DUES	01/28/2026	1,000.00	.00	
Total 7180:					1,000.00	.00	
6226	WEST COAST CODE CONSULT	UT25-579B-00	PLAN REVIEW SERVICES	06/03/2025	4,780.00	.00	
6226	WEST COAST CODE CONSULT	UT25-579B-01	PLAN REVIEW SERVICES	09/05/2025	10,260.00	.00	
Total 6226:					15,040.00	.00	
6160	WEST FORK CONSTRUCTION	2 01212026	HSR PUMP HOUSE	01/21/2026	361,340.24	.00	
Total 6160:					361,340.24	.00	
1640	WESTERN STATE	CM00203728	VENT COVER	01/19/2026	23.44-	.00	
1640	WESTERN STATE	IN003474237	VENT COVER	01/19/2026	22.11	.00	
1640	WESTERN STATE	IN003479195	BATTERY	01/23/2026	175.49	.00	
Total 1640:					174.16	.00	
6117	WILSON, JOHN	30126	Wildflower Court - March Rent	03/01/2026	2,200.00	.00	
Total 6117:					2,200.00	.00	
7696	WINDCAVE INC	3087341	OVERAGE	12/31/2025	53.62	.00	
7696	WINDCAVE INC	3114728	OVERAGE	01/31/2026	61.24	.00	
Total 7696:					114.86	.00	
6704	WSP USA INC.	40301701	STORMWATER MGT PROGRAM	01/02/2026	34,243.60	.00	
Total 6704:					34,243.60	.00	
3619	WY CHILD SUPPORT ENFORCE	02062026	266445	02/06/2026	452.30	452.30	02/06/2026
Total 3619:					452.30	452.30	
4139	WY WORKERS' SAFETY & COM	01312026	JANUARY PREMIUM	01/31/2026	12,298.48	12,298.48	01/31/2026
4139	WY WORKERS' SAFETY & COM	01312026	ADDITIONAL AMOUNT JANUAR	01/31/2026	183.46	.00	
4139	WY WORKERS' SAFETY & COM	11302025	ADDITIONAL AMOUNT NOVEMB	11/30/2025	159.43	.00	
4139	WY WORKERS' SAFETY & COM	12312025	ADDITIONAL AMOUNT DECEMB	12/31/2025	167.85	.00	
Total 4139:					12,809.22	12,298.48	
7784	WYOMING DEPARTMENT OF T	01312026	JANUARY 2026	01/31/2026	113.12	.00	
Total 7784:					113.12	.00	
4198	WYOMING FIRST AID & SAFETY	90002230	first aid kit resupply	12/10/2025	685.14	.00	
Total 4198:					685.14	.00	
7065	WYOMING LAW ENFORCEMEN	02042026	OFFICER EDUCATION TRAINING	02/04/2026	130.00	.00	
Total 7065:					130.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
329	WYOMING RETIREMENT SYST	01312026	JANUARY CONTRIBUTIONS	01/31/2026	213,624.00	213,624.00	01/31/2026
Total 329:					213,624.00	213,624.00	
4979	WYOMING WATER QUALITY & P	2011-3304 A	MEMBERSHIP	01/22/2026	270.00	.00	
Total 4979:					270.00	.00	
1764	WYOMING.COM INC	2319954	DOMAIN HOSTING	02/05/2026	5.00	.00	
Total 1764:					5.00	.00	
2842	YELLOW IRON WASTE, LLC	251230344304	TRASH TREATMENT PLANT	12/31/2025	588.00	.00	
2842	YELLOW IRON WASTE, LLC	260129166984	TRASH TREATMENT PLANT	01/31/2025	546.00	.00	
Total 2842:					1,134.00	.00	
Grand Totals:					1,930,589.38	316,656.10	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

MUNICIPAL COURT, TOWN OF JACKSON – TETON COUNTY, WYOMING



Monthly Finance Report- January 2026

- During the month of January, the Court received \$41,585 in fines, costs, and fees.
- 516 cases were closed. 58 (40 parking violations) of those cases were dismissed.
- 886 new cases were filed: 829 Parking Violations, 57 Traffic/Ordinance/Criminal summons.

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

CASES CLOSED in January (Parking offenses not listed):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186008286AC	1-Way Traffic Signal Violation	BF	100
186008213AC	Compulsory Auto Insurance	BF	560
186008329AC	Expired temporary permit/improper registration	BF	70
186008285AC	Expired temporary permit/improper registration	BF	75
186008130AC	Expired temporary permit/improper registration	BF	140
186008184AC	Expired temporary permit/improper registration	BF	140
186008224AC	Expired temporary permit/improper registration	BF	140
186008357AC	Expired temporary permit/improper registration	BF	140
186008210AC	Failure to Maintain Lane	BF	90
186008334AC	Failure to yield ROW	BF	90
19805P	Failure to yield ROW	BF	90
186007853AC	Improper Display of Tabs-registration	BF	45
186008143AC	Improper Display of Tabs-registration	BF	90
186008261AC	Improper Display of Tabs-registration	BF	90
186008003AC	Limitations on Backing	BF	90
186006909AC	Marijuana: use and/or possession	BF	135
186008331AC	Passing a school Bus	BF	440
186008098AC	Public indecency: indecent exposure	BF	500
185015343AA	Public intoxication	BF	175
186007496AC	Public intoxication	BF	175
186007514AC	Public intoxication	BF	175
186007992AC	Public intoxication	BF	175
186008043AC	Public intoxication	BF	175
186008112AC	Public intoxication	BF	175
186008259AC	Public intoxication	BF	175
186008284AC	Public intoxication	BF	175
186008287AC	Public intoxication	BF	175

186008312AC	Public intoxication	BF	175
186008325AC	Public intoxication	BF	175
186008390AC	Public intoxication	BF	175
186008142AC	Public Urination	BF	120
186008089AC	Required position & method of turning at intersections	BF	90
186008151AC	Speed too fast for conditions	BF	120
186008222AC	Speed too fast for conditions	BF	125
186007833AC	Speed too fast for conditions	BF	240
186008279AC	Speed too fast for conditions	BF	240
186008033AC	Speeding 38/25	BF	125
186008281AC	Speeding 41/25	BF	140
186008305AC	Speeding 42/25	BF	145
186008323AC	Speeding 43/30	BF	125
186008288AC	Speeding 46/25	BF	165
186002945AC	Speeding in a school zone	BF	200
186008309AC	Speeding urban - 30 mph zone	BF	195
186008190AC	Unsafe Turning Movement	BF	90
186008191AC	Unsafe Turning Movement	BF	90
186008347AC	Use of cell phone while driving prohibited	BF	75
186008280AC	Expired temporary permit/improper registration	D- Per Town's Motion	0
186008258AC	Failure to stop at a red light	D- Per Town's Motion	0
186008055AC	Possession/consumption of alcohol- minors (18-20)	D- Per Town's Motion	0
186008057AC	Possession/consumption of alcohol- minors (18-20)	D- Per Town's Motion	0
186006269AC	Public Parking Structure- Parking for more than 30 days	D- Per Town's Motion	0
186007417AC	state statute 31-7-106a	D- Per Town's Motion	0
186008212AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186008289AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186008358AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186008127AC	Speeding 33/25	D- TS	0
186002944AC	Speeding 35/25	D- TS	0
186008253AC	Speeding 43/25	D- TS	0
186008260AC	Speeding urban - 47/30 mph zone	D- TS	0
186008267AC	Speeding urban - 50/30 mph zone	D- TS	0
186008150AC	Speeding urban - 51/30 mph zone	D- TS	0
186008218AC	Stop Sign Violation	D- TS	0
186008276AC	Stop Sign Violation	D- TS	0
06872M	Drive/control veh under infl alcohol concentration 0.08% or more	DA- In Accordance With W.S. 7-13-301	760
186006557AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	GP	810
186006620AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	GP	810
01304M	Driving/Control of vehicle while intox	GP	810

STAFF REPORT



Meeting Date:	February 17, 2026	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Standard Contract Consideration for Approval	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

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

Recommendations.

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

Background, Analysis, and Key Policy Questions.

1. Contract with Daida

- *Purpose:* The purpose of this contract and the first statement of work is for Daida to scan and index residential and commercial building plans, a large format file type that currently only exist as hardcopies. The Town and Daida may continue this relationship via further scopes of work depending on Town need.
- *Term:* Three years.
- *Cost and Payment Terms:* Not-to-exceed amount of \$42,000.
- *Department and Budget Detail:* This item is for the Internal Services Department and is included in the Departmental budget for the Professional Services line item.

2. Memorandum of Understanding with the Presbyterian Church of Jackson Hole, Inc.

- *Purpose:* The purpose of this Memorandum of Understanding is to establish the terms and conditions under which the Presbyterian Church of Jackson Hole will satisfy the intention of the original two conditions placed on the Development Plan P23-204, PUD Amendment P23-206, and Conditional Use Permit P24-007 related to shared parking.
- *Term:* The Memorandum of Understanding automatically expires upon the satisfaction of both requirements in Section 3 of the agreement – 1) recordation of this MOU in the Teton County, Wyoming Land Records against the Residential Property, and 2) combining two of its properties through a partial vacation without replat pursuant to the Town of Jackson Land Development Regulations.
- *Cost and Payment Terms:* \$0.00.
- *Department and Budget Detail:* This item is for the Planning and Building Department and has no cost and is thus not associated with any line item.

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

Possible Alternatives.

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

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

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The fiscal impact for each contract is set forth above.

Staff Impact.

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

Attachments or Links.

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

1. Contract with Daida
2. Memorandum of Understanding with the Presbyterian Church of Jackson Hole, Inc.

Suggested Motion.

1. I move to approve the Contract with Daida, subject to minor changes by staff.
2. I move to approve the Memorandum of Understanding with the Presbyterian Church of Jackson Hole, Inc., subject to minor changes by staff.



Master Services Agreement

This Master Services Agreement (“**Agreement**”) is made effective as of February 2, 2026 by and between Daida, a Delaware Limited Liability Company with its principal offices located at 300 Columbus Suite I, Edison, NJ 08837, USA (“**DAIDA**”) and Town of Jackson, a municipal corporation of the State of Wyoming, with its principal offices located at 150 E Pearl Avenue, Jackson WY 83001 and mailing address of PO Box 1687, Jackson Wyoming 83001, (“**CUSTOMER**”). DAIDA and CUSTOMER may be individually referred to as “**Party**” or collectively as “**Parties**.”

RECITALS

WHEREAS, CUSTOMER desires to digitize certain public records, documents and materials related to its governmental operations.

WHEREAS, DAIDA is engaged in the business of providing professional document imaging, scanning, indexing, and related information management services, which services are generally described in Exhibit A attached hereto and incorporated herein by this reference.

WHEREAS, CUSTOMER desires to engage DAIDA, from time to time, to perform document imaging and related services with respect to certain municipal documents and records, as may be specified by CUSTOMER in one or more written statements of work agreed to by the Parties.

WHEREAS, DAIDA has the experience, personnel, equipment, and technical expertise necessary to perform such services in accordance with applicable law, professional standards and the requirements of CUSTOMER.

WHEREAS, the Parties desire to enter into this Agreement to establish the general terms and conditions governing the provision of services by DAIDA, with the specific scope of services, deliverables, timelines and compensation for each engagement to be set forth in the applicable statement of work, each of which shall be attached hereto and incorporated herein.

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

1. **Services/Products.**

This Agreement establishes the terms under which DAIDA will provide professional services (“**Services**”) and/or products (“**Products**”) related to the scanning, digitization, indexing, quality control, storage preparation, secure handling of government records as requested by CUSTOMER from time to time. Specific services, schedules, deliverables, pricing, and performance requirements shall be set forth in one or more statements of work (“**Statements of Work**”), which will be attached hereto as Exhibit B, Exhibit B-1, Exhibit B-2, and/or such other similarly designated exhibits as may be executed by the Parties from time to time. Each Statement of Work, upon execution by the Parties, is hereby incorporated into and made a part of this Agreement by reference. If any term of a Statement of Work conflicts with the terms of this Agreement, the

terms of the Statement of Work will control. DAIDA will commence Services or delivery of Products in accordance with the applicable Statement of Work.

2. Changes in Scope.

CUSTOMER hereby acknowledges that the rates and charges for the Services and Products set forth in each Statement of Work are based upon, among other factors, the assumptions set forth on such Statement of Work. DAIDA may change its rates or charges to CUSTOMER under any given Statement of Work if the assumptions are materially different than the circumstances presented by the CUSTOMER; provided, however, that any such change must be approved in writing by CUSTOMER in advance and shall not take effect unless and until such written approval is received

3. Acceptance of Deliverables.

For purposes of this Agreement, “**Deliverables**” means the digitized images, associated metadata, indexes, OCR files, and any other work product expressly identified as deliverables in the applicable Statement of Work.

- 3.1. Acceptance Period. Upon delivery of Deliverables to CUSTOMER in accordance with the applicable Statement of Work, CUSTOMER shall have sixty (60) days (the “Acceptance Period”) to review the Deliverables and provide either (i) written acceptance or (ii) a written notice identifying specific deficiencies or nonconformities (the “**Feedback**”) in accordance with the agreed-upon specifications set forth in the applicable Statement of Work.
- 3.2. Feedback and Resolution. If CUSTOMER provides Feedback within the Acceptance Period, DAIDA shall within thirty (30) days of receipt of such Feedback, correct the identified deficiencies and redeliver the affected Deliverables. Upon redelivery, a new Acceptance Period shall commence solely with respect to the corrected Deliverables.
- 3.3. Deemed Acceptance. If CUSTOMER does not provide written acceptance or Feedback within the Acceptance Period, the Deliverables shall be deemed accepted as of the expiration of the Acceptance Period.
- 3.4. Final and Partial Acceptance. Deliverables shall be considered finally accepted upon written acceptance by CUSTOMER or deemed acceptance pursuant to Section 3.4. CUSTOMER may partially accept Deliverables that conform to the Statement of Work while identifying deficiencies in other Deliverables. DAIDA may retain the affected Deliverables solely for purposes of completing the required corrections for up to thirty (30) days, unless otherwise specified in the applicable Statement of Work.
- 3.5. Effect of Acceptance; Payment. Acceptance (including deemed acceptance) of Deliverables under this Section is a condition precedent to CUSTOMER’s obligation to pay for the applicable Services and Deliverables in accordance with the Statement of Work.
- 3.6. Failure to Respond. If CUSTOMER neither accepts nor provides Feedback within the Acceptance Period and acceptance is deemed pursuant to Section 3.3, DAIDA shall have no further obligation to retain the Deliverables beyond any retention period specified in the applicable Statement of Work. Any continued retention or reprocessing requested by CUSTOMER after such period may be subject to additional fees. Upon expiration of such retention period, and at CUSTOMER’s written direction, all CUSTOMER data, records, and Deliverables in DAIDA’s possession or control shall either (a) be returned to CUSTOMER in a

mutually agreed format or (b) be securely destroyed in accordance with applicable law and DAIDA's documented data destruction procedures.

4. Custody, Storage, and Disposition of Original Materials.

Following completion of the Services under the applicable Statement of Work, CUSTOMER shall promptly arrange for pickup, redelivery, or authorized destruction of its original physical documents, files, and materials provided to DAIDA for purposes of performing the Services ("**Original Materials**"). While Original Materials remain in DAIDA's possession or control, DAIDA shall safeguard such materials in accordance with the confidentiality, data security, and records protection requirements of this Agreement.

If CUSTOMER does not collect its Original Materials or provide written instructions for redelivery or destruction within forty-five (45) days after completion of the applicable Services, CUSTOMER shall be responsible for reasonable storage fees as set forth in the applicable Statement of Work, including, if specified, a per-box monthly storage charge of ten dollars (\$10.00) per box.

If CUSTOMER has not collected its Original Materials or provided written authorization for redelivery or destruction within ninety (90) days after completion of the applicable Services, DAIDA shall provide written notice requesting disposition instructions. DAIDA shall not destroy any Original Materials without CUSTOMER's express written authorization, except where destruction is required by applicable law. Any authorized destruction shall be performed in accordance with applicable law and DAIDA's documented data protection and destruction procedures.

Nothing in this Section shall be construed to permit destruction of government records except as expressly authorized in writing by CUSTOMER and in accordance with applicable law.

5. Government Records and Ownership.

All original records, digitized images, metadata, and derivative works are and shall remain the exclusive property of CUSTOMER. DAIDA acquires no ownership or license rights in the records or digitized outputs except as necessary to perform the services pursuant to this Agreement.

6. Pricing/Schedule of Charges.

CUSTOMER agrees to pay DAIDA for Services performed and Deliverables provided and accepted in accordance with this Agreement at the fees and rates set forth in the applicable Statement of Work. No compensation shall be due for Services, Deliverables, or Products not expressly authorized in writing by CUSTOMER or that are not accepted pursuant to the acceptance procedures set forth herein.

7. Payment Terms for Products and Services.

7.1. Invoicing. DAIDA may invoice CUSTOMER only after the applicable Services have been completed and the related Deliverables have been accepted by CUSTOMER in accordance with the acceptance procedures set forth in Section 3 and the applicable Statement of Work. Unless otherwise specified in the Statement of Work, invoices shall be submitted no more frequently than monthly and shall reference the applicable Statement of Work and itemize all charges in reasonable detail. Subject to CUSTOMER's review and approval of the invoice, CUSTOMER shall make payment for Services, Deliverables, and Products within thirty (30) days after receipt of DAIDA's invoice. All payments by CUSTOMER to DAIDA under this Agreement shall be in U.S. dollars.

- 7.2. Disputed Invoices. CUSTOMER may withhold payment or any portion of an invoice that it reasonably disputes, provides that it gives DAIDA written notice of the disputed amount within thirty (30) days of receipt of the invoice. CUSTOMER shall timely pay any undisputed portions of the invoice. The Parties shall cooperate in good faith to resolve any invoice disputes.
- 7.3. Late Payment. If CUSTOMER fails to pay any undisputed portion of a DAIDA invoice in accordance with this provision, then, in addition to all other remedies available under this Agreement or at law:
- 7.3.1. CUSTOMER shall incur a one-time service charge from the thirty-first date of 5% of the unpaid amount, and thereafter, on a monthly basis until the outstanding amount due is paid in full, 1.5% per month, or if lower, the maximum amount permitted under applicable law; and
 - 7.3.2. CUSTOMER shall be deemed to be in material breach of this Agreement and (i) DAIDA may suspend performance for all Services and delivery of any Deliverables or Product until payment has been made, and (ii) DAIDA may terminate this Agreement in accordance with Section 10 below;
 - 7.3.3. CUSTOMER shall reimburse DAIDA for all costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys' fees, legal costs, court costs, and collection agency fees
- 7.4. Appropriation. All payments under this Agreement are subject to the availability and annual appropriation of funds by the Town of Jackson. In the event that sufficient funds are not appropriated or are no longer available to support CUSTOMER's obligations under this Agreement for any fiscal year, CUSTOMER may terminate this Agreement, without penalty or further obligation, effective at the end of the then-current fiscal year or upon the expiration of the then-existing appropriation authority, whichever occurs first. CUSTOMER shall provide DAIDA with written notice of such non-appropriation within a reasonable time after the Town of Jackson decision not to appropriate funds.

8. Taxes.

CUSTOMER shall be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state or local government entity on the transactions contemplated by this Agreement, excluding only taxes based solely upon DAIDA's income. When DAIDA has the legal obligation to pay or collect such taxes, the appropriate amount will be invoiced to and paid by CUSTOMER unless CUSTOMER provided DAIDA with a valid tax exemption certificate authorized by the appropriate taxing authority.

9. Term.

The term of this Agreement shall be for three (3) years from the Effective Date (the "Term"), unless earlier terminated as provided herein. The Term may be extended to the extent a Statement of Work is in effect. DAIDA reserves the right to extend the term of this Agreement for administrative purposes until all undisputed payments for all charges and fees have been received by DAIDA.

10. Termination.

This Agreement may be terminated as follows:

- 10.1. Termination for Non-Payment. If CUSTOMER fails to timely make any undisputed payment hereunder and fails to cure such breach within thirty (30) days after receiving written notice from DAIDA, then DAIDA may immediately and without further notice terminate this Agreement and declare all sums due and to become due hereunder immediately payable.
- 10.2. Termination for Material Breach. If either Party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching Party may terminate this Agreement on written notice at any time following the end of such thirty (30) day period.
- 10.3. Termination for Convenience by CUSTOMER. If CUSTOMER elects to terminate this Agreement for any reason other than non-appropriation as provide in Section 7.4 at any time following the first anniversary of the Effective Date, CUSTOMER must provide at least ninety (90) days written notice.
- 10.4. Termination for Insolvency. Either Party may terminate this Agreement immediately upon notice of appointment of a receiver, or an assignee for the benefit of creditors of the other Party, or in the event of any insolvency of the other Party, except as may be prohibited by applicable bankruptcy laws.

Upon termination of this Agreement for any reason, DAIDA shall cease work promptly and CUSTOMER shall pay for SERVICES performed and accepted through the effective date of termination. DAIDA shall, at CUSTOMER's written direction, promptly return to CUSTOMER or securely destroy all CUSTOMER records, data, documents, scanned images, metadata, and any other materials in DAIDA's possession or control that were provided by CUSTOMER or generated in connection with the Services.

Notwithstanding the foregoing, if DAIDA terminates this Agreement pursuant to this Section, DAIDA shall promptly return to CUSTOMER all CUSTOMER records, data, documents, scanned images, metadata, and other materials in DAIDA's possession or control, unless CUSTOMER expressly directs secure destruction in writing. Any return or destruction shall be performed in accordance with applicable law and DAIDA's documented data security and destruction procedures.

11. Indemnification.

DAIDA will indemnify, defend, and hold harmless CUSTOMER, its affiliates, and their respective officers, directors, employees and agents against any and all liabilities loss, damage or expenses (including reasonable attorney's fees), to the extent such liabilities, loss, damage, or expenses are based upon a claim that a DAIDA Service or Product infringes upon the intellectual rights of third parties, including any trademark, copyright, or patent right ("Indemnified Claim"). This obligation is subject to CUSTOMER: (i) notifying DAIDA promptly in writing of the Indemnified Claim; (ii) giving DAIDA exclusive control of the defense and settlement thereof, provided that the settlement of any Indemnified Claim shall not include an admission of liability on CUSTOMER's behalf without CUSTOMER's written consent, and (iii) providing reasonable assistance necessary for DAIDA to perform its obligations hereunder.

If DAIDA's Services or Products are found to be so infringing, or if at any time DAIDA reasonably believes that such Services or Products may be subject to a claim of infringement, then DAIDA may choose to: (i) modify the applicable portions of the Services or Product to be non-infringing; (ii) obtain a license for CUSTOMER to continue using the infringing portions without infringement; or (iii) if neither (i) or (ii) is commercially

practicable, terminate the Agreement, and, upon CUSTOMER'S return or destruction of DAIDA's confidential information, DAIDA shall refund the portion of any pre-paid fees for Services of Products CUSTOMER has not yet received.

12. Limits of Liability.

DAIDA shall have no liability for the loss, damage or destruction of documents or data received from CUSTOMER, except to the extent caused directly by the negligence of, intentional misconduct of, or breach of this Agreement by DAIDA or as otherwise expressly provided with respect to data security incidents in the Municipal Terms and Conditions Addendum, attached hereto as Exhibit C and incorporated herein ("**Municipal Addendum**"). EXCEPT FOR (A) LIABILITY ARISING FROM A DATA SECURITY BREACH OR INCIDENT TO THE EXTENT SPECIFIED IN THE MUNICIPAL ADDENDUM, OR (B) LIABILITY RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOSS OF PROFITS, BUSINESS INTERRUPTION, COST OF COVER OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT. Except as expressly set forth in the Municipal Terms and Conditions Addendum with respect to data security breaches, each Party's total aggregate liability under this Agreement shall be limited to its direct damages in an amount not to exceed the fees paid by CUSTOMER to DAIDA under this Agreement.

13. Force Majeure.

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are caused by events beyond that Party's reasonable control and occurring without its fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving the employees of the affected Party) ("**Force Majeure Event**"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused by such Force Majeure Event. Notwithstanding the foregoing, computer attacks, internet-based disruptions, or cybersecurity incidents shall not constitute a force majeure event to the extent such events result from DAIDA's failure to implement or maintain commercially reasonable cybersecurity measures consistent with industry standards.

14. Confidentiality.

Each Party acknowledges that, in connection with the Agreement and any Statement of Work, it may have access to or be entrusted with confidential, proprietary, or sensitive information of the other Party (the "**Disclosing Party**"). For purposes of this Agreement, "**Confidential Information**" means any non-public information disclosed or made available by or on behalf of the Disclosing Party, whether in written, electronic, oral, visual, or other form, that is designated as confidential or that a reasonably prudent person would understand to be confidential, proprietary, or sensitive given the nature of the information and the circumstances of disclosure.

Confidential Information includes, without limitation: (a) trade secrets, technical data, methods, processes, designs, pricing, financial information, and business information; (b) information relating to third-party suppliers, contractors, or customers; (c) in the case of DAIDA, techniques, concepts, methods, and processes embodied in or related to the Services; and (d) in the case of CUSTOMER, all government records, digitized

images, metadata, personally identifiable information ("PII"), protected or sensitive data, and any records subject to public records, archival, or records-retention laws.

Each Party (the "**Recipient**") shall: (i) use Confidential Information solely for purposes of performing under this Agreement; (ii) restrict disclosure of Confidential Information to its employees, agents, and approved subcontractors who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those set forth herein; and (iii) protect Confidential Information, including government records, using administrative, technical, and physical safeguards that are no less rigorous than those it uses to protect its own confidential information of a similar nature, and in no event less than a reasonable standard of care, consistent with applicable law and government security requirements.

Confidential Information shall not include information that the Recipient can demonstrate: (i) was lawfully known to or independently developed by the Recipient without use of or reference to the Disclosing Party's Confidential Information; (ii) becomes publicly available through no act or omission of the Recipient; (iii) is rightfully received from a third party without restriction or breach of any obligation of confidentiality; or (iv) is required to be disclosed pursuant to law, regulation, court order, or governmental request, provided that, to the extent legally permitted, the Recipient gives the Disclosing Party prompt written notice of such requirement and reasonably cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.

15. Warranties.

DAIDA warrants to CUSTOMER that: (i) all Services provided hereunder shall be performed in a competent, timely and workmanlike manner and consistent with generally accepted industry standards, and each of DAIDA's employees, independent contractors or agents assigned to perform the Services shall have the training, background and skills reasonably commensurate with the level of performance required under this Agreement; and (ii) all Products provided by DAIDA hereunder will be free from material defects and perform substantially in accordance with the Statement of Work.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY LAW: DAIDA EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND TITLE). NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DAIDA, ITS AGENTS, ITS THIRD PARTY SERVICE PROVIDERS, SUBCONTRACTORS, OFFICERS, OR EMPLOYEES SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY, AND NEITHER PARTY MAY RELY ON ANY SUCH INFORMATION OR ADVICE WITH RESPECT TO THE OTHER PARTY.

16. Insurance.

DAIDA shall, at its own expense, purchase and keep in force throughout the term of the Agreement the following minimum insurance coverage:

- (i) Commercial Liability Insurance, written on an occurrence basis, to afford protection of not less than \$1,000,000 combined single limit, \$3,000,000 in the aggregate for bodily injury and/or property damage or loss which insurance shall include broad form comprehensive liability and contractual liability overages.
- (ii) Worker's Compensation \$1,000,000.

(iii) Professional Liability Policy \$1,000,000 per occurrence. And \$2,000,000 in the aggregate.

17. Notices.

Any notice, approval, request, authorization, direction or other communication 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. 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 Section.

If to **DAIDA:**

300 Columbus Circle Suite I

Edison, NJ 08837

Atten: Scott Theaumont

Email: scott.theaumont@daida.com

If to **CUSTOMER:**

Town of Jackson

PO Box 1687

Jackson, WY 83001

Attn: Town Clerk

Email: clerk@jacksonwy.gov

18. General Provisions

18.1. Entire Agreement; Modification. This Agreement, including all exhibits attached hereto and incorporated herein (Exhibit A. Overview of DAIDA Services and Products; Exhibit B, B-1, etc. Statements of Work; and Exhibit C. Municipal Terms and Conditions Addendum), shall constitute the entire agreement between CUSTOMER and DAIDA regarding its subject matter and may be amended only by a writing executed by both Parties. The Municipal Terms and Conditions Addendum may include provisions required by applicable law, regulation or municipal policy, and such provisions shall apply notwithstanding any contrary provision contained in this Agreement or any Statement of Work. This Agreement supersedes all agreements, proposals, oral or written, and other communications between the Parties relating to the subject matter of this Agreement

18.2. Successors and Assigns. This Agreement shall be binding on and inure to the obligations and benefits of the Parties, their successors, and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

- 18.3. Arbitration. Should a dispute arise out of or in connection with this Agreement, the disputing Party shall send a written request for the Parties to hold a meeting to attempt in good faith to resolve the dispute. If the dispute cannot be resolved through within thirty (30) days of the initial meeting, either Party may submit the dispute to binding arbitration. The arbitration shall be conducted in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the **State of Wyoming**, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.
- 18.4. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- 18.5. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- 18.6. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both Parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- 18.7. Attorney's Fees. If any action is brought to enforce or interpret the terms of this Agreement, whether in court or other tribunal, in each case having jurisdiction, the prevailing Party shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.
- 18.8. Parties Relationship. Nothing in this Agreement shall be construed as creating any joint venture, partnership, or agency relationship between the Parties for any purpose whatsoever or as constituting either Party as the legal representative, employee, or agent of the other.
- 18.9. Counterparts. 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.

18.10. Publicity. Neither Party shall publish any advertising, marketing, sales promotion or other publicity matter relating to Products furnished or Services performed or contemplated by this Agreement wherein the other Party, its affiliates, or the names of their respective customers or personnel, are mentioned, without such other Party's prior written approval.

18.11. Authority. Each Party to this Agreement, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery and performance of this Agreement has been fully authorized and approved, and no further approvals or consents are required to bind such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective, duly authorized representatives, as of the Effective Date.

DAIDA,
a Delaware Limited Liability Company

By: Scott Theaumont
Its: Senior Vice President

Town of Jackson,
A municipal corporation of the State of Wyoming

By: Arne O. Jorgensen, Mayor

ATTEST: Riley Hovorka, Town Clerk

About Us



The Daida Operations team was founded in 1964 with the goal of providing a less costly and more efficient means of document imaging and conversion services coupled with a best in breed suite of Enterprise Content Management offerings. As a full-service, single-source partner we remain one of the oldest and largest service bureaus in the United States with nine (9) locations coast to coast. We have grown to service the entire nation, offering a complete line of onsite and outsource services (such as Imaging, Data Entry, Data Capture, and Micrographics), turnkey systems, and imaging related hardware.



Our experience and operational insights have helped our customers attain measurable results through increased productivity, lower costs, and technological innovation. We have successfully completed more than 80,000 projects with a variety of requirements, internal systems and formats. In just the past five years, we have converted over 2 billion paper records to electronic format for ingestion into various Enterprise platforms.



SERVICE CAPABILITIES

The Daida team offers a complete suite of solutions to meet the daily challenges both domestic and international organizations of all sizes are faced with in today's business environment, such as:

- Remaining competitive in an era of rising costs
- Meeting increasing demands for customer service
- Satisfying regulatory requirements and changing legislation
- Preserving and accessing vital information in a timely manner.
- Ensuring business safety and viability in the event of a disaster.
- Providing one-stop service that you can rely on.

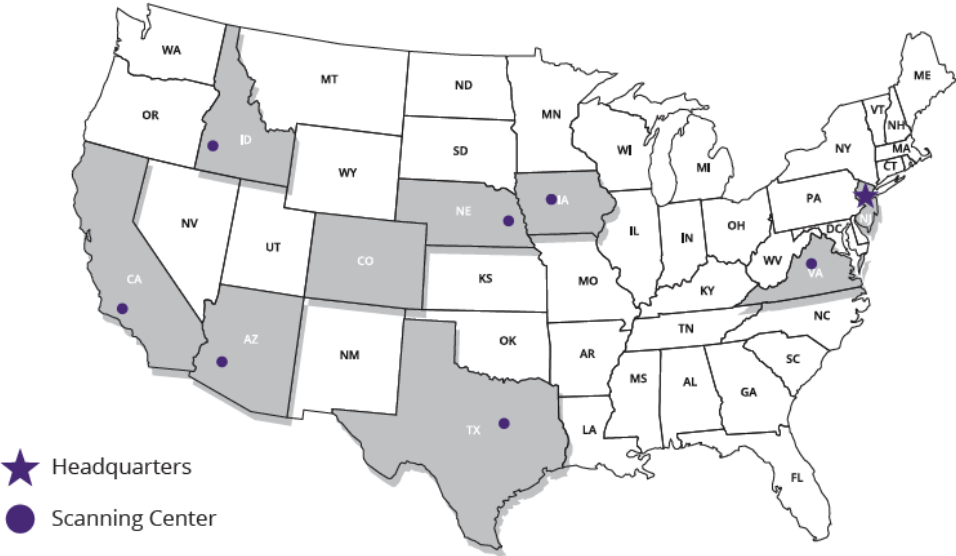
We are capable of handling all of your information management needs, allowing you to focus on your core business interests. Our products and services include, but are not limited to:

- Digital/Film Media Conversions
- Digital Preservation Services
- Micrographics Hardware & Supplies
- Document Imaging Equipment
- Document Storage Services
- Check Scanning & Depot Repair
- Custom Software Solutions
- Cloud Storage
- Microfilm/Microfiche Processing & Duplication Services

- On-Site Document Scanning /Filming
- Document and Media Destruction
- Facilities Management (Print & Mail)

LOCATIONS IN NORTH AMERICA

Daida spans the continental U.S with 8 locations, providing maximum and convenient coverage for all services and scanning needs.



SOC2 COMPLIANCE OVERVIEW

Our nationwide scanning bureaus are SOC2 compliant facilities. Developed by the American Institute of CPAs (AICPA), SOC2 defines criteria for managing customer data based on five “Trust service principles” – security, availability, processing integrity, confidentiality, and privacy.



WHY Daida

While we are of sufficient size to accommodate virtually any conceivable document management requirement and our organization has grown steadily throughout our 50+ year history; we have remained autonomous, available, and flexible which has enabled us to maintain close and personal relationships with our clients. The majority of our clients have chosen us as their sole provider for many years and we perform regular and/or ongoing services for them on a regular basis.

ENTERPRISE CONTENT MANAGEMENT

Over the years, Daida has developed relationships with industry-leading imaging software providers so we can give our customers the best possible tools for instant impact within their organizations. We have brought together an outstanding support team to complement and enhance our products with unmatched service. From document management software to custom forms processing applications, we can develop a customized solution to increase the efficiency of your specific business processes. Daida will install the solution, train the users and get you into the business of being more productive. Software solutions include Mercury ECM, OnBase by Hyland Software, PaperVision by Digitech Systems, Radix by ImageTek, FileBound by Upland, to name a few.

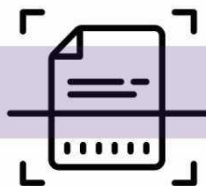
Transform Your Business With Mercury

At Daida, we understand the challenges organizations face with document disorganization, the rising cost of doing business, maintaining security & compliance, and supporting a hybrid workforce. Experience a world where organized, accessible, and efficient document management is within your reach with Mercury.

Our Proven Process



Paper documents are delivered / picked up from your location



Paper documents are converted to a digital format by our conversion specialists



Digital documents are uploaded to our cloud repository, Mercury



Employees get access to the documents at a click!



Daida provides an end-to-end solution for digitizing your documents



Mercury Benefits:

- Powerful Search Capabilities
- Comprehensive Security
- Easy to Train & Use
- Vendor-neutral document storage
- Eliminate Physical Storage
- Empower Remote & Hybrid Workers

Usage Cases

Audit Support

Use data extraction tools to make data useful again. With powerful extraction tools you can extract data from statements, documents, or line data reports which can be loaded into a data warehouse to answer audit inquiries.

Documents For Large Customer Statements

Reduce print and mail costs for very large documents. An example would be an electric bill for a large municipality or city, or maybe a phone bill for a large corporate customer. The Mercury platform allows customizable web portals for customers to receive, view, extract data, and print large volume documents from a secure web platform.

Report Distribution

Large corporations generate large volumes of reports. Reduce print and distribution costs by loading multi-platform reports into the Mercury repository and provide secure access to documents. Users can search, extract data, and print only the pages necessary.

Image Repository

Scanned images for such documents as credit applications, AP invoices, or HR applications can be indexed and stored efficiently. Mercury can easily integrate with your CRM or other document systems with Mercury's Web Services.

Desktop Data

Mercury can store and deliver data files for PC applications. Such examples are MS Excel, MS Word, and MS PPT type files.

Reduce Cold Storage Costs

Securing archived data from microfiche or microfilm. With a low cost of digital archive, reduce the costs and footprint of maintaining old COM data stores.





Statement of Work Prepared For:

Town Clerk, Riley Hovorka

Town of Jackson

rhovorka@jacksonwy.gov

3017.734.3484

Customer Address:

PO Box 1687/ 150 E. Pearl Avenue

Jackson, WY 83001

January 31, 2026

Daida Digitizing Documents



DOCUMENT QUALITY GUIDELINES FOR SCANNING

Category Light

Overall, documents are in good condition. No documents with damage that would make them brittle and thus difficult to handle. Documents are individually stacked with no binding's removal. Documents are in the same paper size. No large format documents (blueprints). No unfolding required and no file folders, pouches, or tabs. Documents are in the order that does not require rearrangement. All documents are in b/w and have consistent contrast.

Category Medium

Documents are in defective condition showing signs of damage that would make the paper brittle and thus difficult to handle. Documents are joined/bound and require binding's removal. No documents bound as books. Documents are of the various sizes including large format (blueprints) or small size pages that are required to be taped to a blank sheet of paper. Order of the documents requires rearrangement. The papers must be removed from the file folders, pouches, or envelopes. Folder information requires prep copying. Documents require unfolding and may need to be repaired with tape. Documents with color variability require setting changes. Documents have variation in contrast.

Category Heavy - Extreme

Documents are in defective - poor physical condition showing signs of considerable damage that would make the paper brittle and thus difficult to handle. Further damage due to document quality is possible if defective condition and likely if poor condition. Documents are joined/bound and require binding's removal. Documents bound as books require glass placement or prep copying. Documents are of the various sizes including significant number of large format (blueprints) or small size pages that are required to be taped to a blank sheet of paper. Order of the documents requires rearrangement. The papers must be removed from the file folders, pouches, or envelopes. Folder information requires prep copying. Documents require unfolding and may need to be repaired with tape. Documents with color variability require frequent setting changes. Documents have variation in contrast.

PROJECT SPECIFICATIONS

Town Overview of Project.

The Town of Jackson Town Clerk has a need to digitize a large quantity of large format building plans and blueprints. Currently the documents are stored in a basement situated underneath public restrooms. A recent water pipe break resulted in a number of the boxes and blueprints incurring water damage. Most of the damage is to the box and the edges of some of the documents.

For estimation purposes, we are estimating 27,000 individual sheets of paper (building plan sheets) that need to be organized prior to digitization. For the purpose of this estimate, we anticipate scanning 50% of the blueprints, or 13,500 large format DWG.

There is no color requirement as these documents are going to be used for archival purposes.

Small rolls have 1-10 sheets, medium rolls have 11-60, and large rolls have 61-100. Most rolls are in the small to medium ranges with a few large rolls sprinkled throughout. Estimated an average of approx. 27 sheets per roll based on the selection counted. Estimated +/-887 rolls,, or ~24,000 individual sheets.

Building plans will be scanned at 300 DPI bi-tonal (black and white) in order to capture the best image.

Indexing will be by Planning Number ("P Number") and property address, up to 26 characters.

DELIVERABLES

PDF exported to SFTP site for delivery to customer.

Year	Quantity
Misc.	24
Misc.	12
1986-1988	24
1989-1990	26
1991	19
1992	21
1993	36
1994	26
1995	30
1996	28
1997	19
1998	15
1999	27
2000	29
2001	28
2002	50

2003	19
2004	39
2005	42
2006	26
2007	21
2008	30
2009	28
2010	28
2011	31
2012	32
2013	50
2014	36
2015	50
2016	41

INVOICES & CHANGE ORDERS.

Invoices will be based on actual image count and services provided; this project shall not exceed \$42,000.00 unless additional charges agreed to in writing by Town.

DAIDA reserves the right to change the pricing set forth in this Statement of Work if the scope of the project changes. Any changes in pricing will be communicated to the Town in writing prior to the commencement of any additional work and agreed upon by both parties.

As an example, if the sample files are not representative of the actual project files and require additional preparation time, Daida reserves the right to amend this Statement of Work with a change order in line with a time and motion study that we present to the Town. In addition, unanticipated labor hours may be needed for document condition issues (e.g., damaged, unorganized, or oversized documents not initially disclosed) or new compliance or indexing requirements may be introduced mid-project. Any such changes would first be quantified through a time and motion study and communicated to the Town, including full pricing detail and rationale, prior to the start of any additional work.

PRICING.

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
Project Management per hour	\$175.00	2	\$350.00
Project Set up and management: 2 hour minimum, price is per hour			
Hourly Document Preparation	\$45.00	52	\$2,340.00
Purge/Scan process as detailed in SOW			
Document Scanning Oversize, b/w, 300 DPI > 5,000-50,000	\$2.50	12320	\$30,800.00
Mixed sizes & weights of documents larger than 11"x17" (up to 42" wide)			

Indexing-estimating -estimated 26 characters per Building Plan Set	\$0.02	364000	\$7,280.00
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P#

Pickup & Delivery-Estimated	\$500.00	1	\$500.00
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Pickup/Delivery charges - minimum charge for round trip

Export Files	\$225.00	1	\$225.00
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Prepare and facilitate export of data files; per export

Subtotal	\$41,975.00
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Total	\$41,975.00
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*Pricing expires 60 days from

AUTHORIZATION TO PROCEED

Upon approval, the Daida project team will work with Town of Jackson to determine a mutually- agreed upon project start date and completion date. Once the scope of the project is finalized by running sample documents, the project timeframe will be confirmed. A signature below by an authorized person is considered Authorization to Proceed and will initiate the terms of this proposal and agreement.

Approved by Daida

Denise Robinett, _____

Date: _____

Approved by Town of Jackson

Tyler Sinclair, Town Manager

Date: _____

EXHIBIT C

MUNICIPAL TERMS AND CONDITIONS ADDENDUM

This Municipal Terms and Conditions Addendum (“**Addendum**”) is incorporated into and made part of any quotation, invoice, order form, statement of work, purchase order, standard terms and conditions or similar document (collectively, the “**Vendor Documents**”) issued by _____ or its affiliates (“**Vendor**”) and accepted by the Town of Jackson, Wyoming, a Wyoming municipal corporation (“**Town**”).

1. **Order of Precedence.** This Addendum supersedes and controls over any conflicting terms contained in the Vendor Documents. In the event of any conflict between the Vendor Documents and this Addendum, the following order of precedence shall apply:
 - a. this Addendum;
 - b. Town’s purchase order or written agreement signed by an authorized official;
 - c. any applicable statement of work expressly approved by Town; and
 - d. Vendor’s standard Terms and Conditions and/or Master Agreement
2. **Delivery.** Delivery shall be FOB destination, freight prepaid and allowed. Town is relying on the promised delivery date as material to and basic to Town’s acceptance. If Vendor fails to deliver or perform as and when promised, Town, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.
3. **Acceptance of Terms.** Payment by Town shall not constitute acceptance of any Vendor terms not expressly agreed to in writing by Town. Vendor acknowledges that Town may only be bound by contracts approved and executed in accordance with Wyoming law and municipal policy.
4. **Governing Law and Venue.** This Addendum shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Addendum and the Vendor Documents, 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.
5. **Non-Appropriation.** Town’s payment obligations are subject to annual appropriation by its governing body. In the event sufficient funds are not appropriated, Town may terminate the Vendor Documents without penalty or further obligation.
6. **Indemnification for Services Performed by Vendor.** To the extent permitted by Wyoming law, Vendor shall indemnify, defend, and hold harmless Town, its officers, employees, and elected officials from and against any and all third party claims, damages, liabilities, losses, and expenses arising out of or related to (i) Vendor’s negligence or willful misconduct; (ii) Vendor’s breach of this Addendum or the Vendor Documents; (iii) infringement by Vendor of any intellectual property right; or (iv) any data breach, security incident, unauthorized access, loss, disclosure or compromise of Town Data (defined below) to the extent caused by Vendor, or arising from Vendor’s failure to comply with its obligations. In addition to the foregoing third-party indemnification obligations, Vendor shall be responsible for, and reimburse Town for first-party costs incurred by Town arising out of any data breach or security incident to the extent caused by Vendor, or Vendor’s failure to comply with its obligations under this Addendum

or the Vendor Documents. Nothing herein shall be construed as requiring Town to indemnify Vendor or waive governmental immunity.

7. **Limitation of Liability.** Any limitation of liability contained in the Vendor Documents shall not apply to claims arising from indemnification obligations pursuant to Section 6 above. Town does not agree to limitations that conflict with Wyoming law.
8. **Data Privacy and Confidentiality.**
 - A. Vendor acknowledges that all data stored, processed, or transmitted under the Vendor Documents, including but not limited to personally identifiable information (“PII”), criminal justice information, law enforcement sensitive data, and any other confidential or regulated information (“**Town Data**”), is confidential and shall be handled by Vendor in strict accordance with this Addendum and all applicable privacy, data protection, and information security laws, regulations, and standards. Vendor shall not access, use, disclose, or process Town Data except as necessary to perform its obligations under the Vendor Documents or as expressly authorized in writing by Town, or as required by law.
 - B. Vendor represents and warrants that it shall comply with all applicable international, federal, state and local laws, regulations, directives and standards relating to data protection, privacy, confidentiality, and information security, including, but not limited to, General Data Protection Regulation, NIST (National Institute of Standards and Technology), and Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.
 - C. Vendor shall implement and maintain appropriate administrative, technical, and physical safeguards designed to protect Town Data against unauthorized access, disclosure, alteration, loss, or destruction, including safeguards to protect against computer attacks, malware, ransomware, and other internet-based threats. Such safeguards shall be no less rigorous than those required by applicable law and shall be consistent with industry best practices for handling sensitive law enforcement and governmental data.
 - D. Vendor shall promptly notify Town, and in no event later than twenty-four hours after becoming aware of any actual or suspected data breach, security incident, or unauthorized access involving Town Data. Notification shall include all information reasonably necessary for Town to comply with applicable breach notification laws, including those specific to law enforcement or government agencies.
 - E. In the event of a Cyber Security Incident, Vendor will reasonably cooperate with Town, including granting access to Vendor's systems as necessary, to reduce impact and determine the cause and scope of the incident. “Cyber Security Incident” means a violation or imminent threat of violation of cyber security policies, acceptable use policies, or standard cyber security practices which results in misuse, damage, denial of service, compromise of integrity, or loss of confidentiality of a network, computer, application, or data.
9. **No Security Interest or Lien.** Vendor acknowledges that Town is a public entity and lacks authority to grant liens or security interests except as expressly authorized by law. Town does not grant Vendor any lien, security interest, or purchase money security interest in any goods, software, equipment, or other municipal property. Vendor is not authorized to file any financing statement or similar notice. Any provision in the Vendor Documents to the contrary is void and of no force or effect.
10. **Third-Party Products and Terms.** Vendor may provide products or manufacturer services supplied by third parties. No third-party terms and conditions shall be incorporated by reference or binding upon Town unless (i) the applicable products or manufacturer services are expressly identified in the Vendor Documents and (ii) the specific terms and conditions are provided to Town (“**Manufacturer’s Terms**”).

Nothing in any Manufacturer's Terms shall be construed as a waiver of Town's governmental immunities, statutory protections, or obligations under applicable public records, procurement, or appropriation laws. In the event of any conflict between this Addendum and any Manufacturer's Terms, as between Town and Vendor, this Addendum shall control.

11. **Warranties.** Product warranties and warranties for manufacturer services are provided by the applicable manufacturer in the Manufacturer's Terms. Vendor shall reasonably cooperate with Town to pass through the benefit of each such manufacturer warranty to Town, and to assist Town in making warranty claims. To the extent that Vendor provides professional and managed services to Town, Vendor warrants that all such services shall conform to agreed specifications and documentation; be performed in a professional and workmanlike manner; be free from material defects; and not infringe upon the intellectual property rights of any third party. Any disclaimer of warranties inconsistent with this section is rejected.
12. **Tax Exemption.** Town is a political subdivision of the State of Wyoming and is exempt from all state and local sales, use and excise taxes. Vendor shall not charge Town any such taxes.
13. **Public Records.** Any and all documents submitted to the Town of Jackson may be deemed a public record under the Wyoming Public Records Act, and thereby subject to examination and inspection by third parties.
14. **Audit Rights.** Vendor shall maintain all records, books, and documents relating to this Addendum and the Vendor Documents and any payments received hereunder. Upon reasonable notice, Town, its auditors, or other authorized governmental representatives shall have the right to inspect, review, and copy such records for the purpose of verifying compliance with the terms of this Addendum, the Vendor Documents and applicable laws. Vendor shall cooperate with all reasonable requests in connection with such audits.
15. **Insurance.** Vendor shall maintain, at its own expense, commercially reasonable insurance coverage, including: Commercial General Liability, Professional Liability / Technology Errors & Omissions and Cyber Liability. Proof of insurance shall be provided upon request.
16. **Assignment and Subcontracting.** Vendor may not assign, transfer, or subcontract its obligations without the prior written consent of Town, which shall not be unreasonably withheld.
17. **Termination for Convenience.** Town may terminate the Vendor Documents with Vendor for convenience upon written notice, except to the extent specifically agreed otherwise by Town in the Vendor Documents executed by Town. In such event, Town shall be liable only for professional or managed services performed by Vendor and accepted by Town prior to termination.
18. **No Waiver of Governmental Immunity.** Town does not waive its governmental immunity by entering into this Addendum or the Vendor Documents, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Addendum and any Vendor Documents.
19. **Public Records.** Any and all documents submitted to the Town of Jackson may be deemed a public record under the Wyoming Public Records Act, and thereby subject to examination and inspection by third parties.
20. **Entire Agreement as Modified.** This Addendum modifies and supplements Vendor Documents and constitutes binding terms upon Vendor's acceptance of any purchase order or payment issued by Town.

IN WITNESS WHEREOF the parties have caused this Addendum to be executed by their duly authorized representatives and effective as of the last date signed by the parties below.

TOWN OF JACKSON,

A municipal corporation of the State of Wyoming

By: Arne O. Jorgensen, Mayor

ATTEST: Riley Hovorka, Town Clerk

Date: _____

_____,
a _____ corporation

By: _____

Name/Title: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN PRESBYTERIAN CHURCH OF JACKSON HOLE, INC.
AND TOWN OF JACKSON, WYOMING**

This Memorandum of Understanding (“**MOU**”) is made and entered into by and between the Presbyterian Church of Jackson Hole, Inc. is a Wyoming Non-Profit Corporation, whose address is 1251 South Park Loop Road, Jackson, WY 83001 (“**PJCH**”), and the Town of Jackson, a Wyoming municipal corporation, whose address is 150 E. Pearl Avenue P.O. Box 1687, Jackson, WY 83001 (“**Town**”). PCJH and Town may be individually referred to herein as “**Party**” or collectively as “**Parties**.”

RECITALS

WHEREAS, PJCH is the fee simple owner of the real property located at 1251 South Park Loop Road, Jackson, Wyoming, legally described as Lots 113 through 119, inclusive, Indian Trails Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded December 16, 1984 as Plat No. 830 and identified as PIDN 22-41-16-31-4-14-114 (“**Church Property**”); and

WHEREAS, PCJH is the fee simple owner of additional real property located at 1201 South Park Loop Road, Jackson, Wyoming, as more particularly described in that certain Deed at Book 405, Page 1199 in the Teton County, Wyoming land records and identified as PIDN 22-40-16-06-2-00-006, as further described in Exhibit A, attached and incorporated herein by reference, (“**Residential Property**”); and

WHEREAS, PCJH is the fee simple owner of additional real property located along South Park Loop Road, Jackson, Wyoming, as more particularly described in that certain Deed at Book 408, Page 318-19, Doc. No. 0527942 in the Teton County Records and identified as PIDN 22-40-16-06-2-00-003 (“**Lot 48**”); and

WHEREAS, PCJH is developing the Residential Property with 21 townhomes pursuant to Development Plan P23-204 and constructing a Fellowship Building pursuant to Conditional Use Permit P24-007 (together “**Project**”); and

WHEREAS, the Town is the duly created municipal corporation created and existing under the laws of the State of Wyoming and the jurisdiction wherein the Church Property and Residential Property lie; and

WHEREAS, the Town of Jackson approved PUD Amendment P23-206, Development Plan P23-204, Conditional Use Permit P24-007 subject to conditions of approval, specifically including the requirement of a parking agreement dedicating 30 parking spaces on the Church Property for use by the townhome units (10 spaces) and the Fellowship Building (20 spaces); and

WHEREAS, but for this MOU and the timely completion of the obligations set forth herein, PCJH would not be in compliance with the conditions of approval of the Development Plan P23-204, PUD Amendment P23-206, and Conditional Use Permit P24-007, would not be consistent with the public purposes of the Town of Jackson Land Development Regulations, and those approvals could not have been granted.

NOW, THEREFORE, the parties, for themselves, and their assigns, and successors-in-interest in consideration of the recitals stated above, mutual covenants, agreements, undertakings, and benefits to the Parties, hereby agree as follows:

- 1. Purpose.** The purpose of this MOU is to establish the terms and conditions under which PCJH will satisfy the intention of the original two conditions placed on the Development Plan P23-204, PUD Amendment P23-206, and Conditional Use Permit P24-007 related to shared parking.

2. Term; Expiration. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties. This MOU shall remain in full force and effect until both requirements in Sec. 3 of this MOU are satisfied. This MOU automatically expires upon the satisfaction of both requirements in Sec. 3 of this MOU.
3. Responsibilities of the PCJH. PCJH understands, covenants, and agrees that PCJH is solely responsible for all of the following:
- A. Prior to issuance of the first building permit for the Project, recordation of this MOU in the Teton County, Wyoming Clerk's Office of Land Records against the Residential Property.
 - B. Within 90 days of issuance of the first building permit for the Project, the Residential Property and Lot 48 shall be combined through a partial vacation without replat pursuant to the Town of Jackson Land Development Regulations.
4. Default by PCJH. PCJH's failure to comply with the responsibilities set forth in Sec. 3 is a default under this MOU. If PCJH defaults under this MOU it constitutes a violation of the PUD Amendment P23-206, Development Plan P23-204, and Conditional Use Permit P24-007. If a default occurs the Town shall not:
- A. Approve any Building Permit Addendums until satisfaction of both requirements in Sec. 3 of this MOU.
 - B. Issue any Certificates of Occupancy until satisfaction of both requirements in Sec. 3 of this MOU.
5. 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 herein, or (iii) when sent by email to the email address specified herein, 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 herein (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. Notices shall be sent to the parties at the addresses above. 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.

PCJH:
PCJH, Inc.
P.O. Box 7530
Jackson, WY 83002
EMAIL:

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

6. Amendment or Modification. PCJH acknowledges that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment, change or modification of this MOU shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this MOU.
7. General Provisions.
- A. No Partnership. No partnership or joint venture is created by this Agreement.
 - B. Applicable Law. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action

arising out of this Agreement and over the Parties, and the venue shall be the Ninth Judicial District, State of Wyoming. This Agreement was negotiated by both Parties and thus it shall not be construed against or in favor of any Party by virtue of which Party drafted it or any portion thereof.

- C. Attorney's Fees. In the event either Party shall find it necessary to obtain the services of an attorney to enforce any of the covenants or conditions of this Agreement, the prevailing Party shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.
- D. Entirety of Agreement. 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.
- E. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.
- F. Governmental Immunity. The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- G. Third-Party Beneficiary Rights. This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.
- H. Counterparts; Electronic 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 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.
- I. Recordation. This Agreement shall be recorded in the Teton County, Wyoming Clerk's Office of Land Records at the expense of PCJH.

Presbyterian Church of Jackson Hole, Inc.

Name: _____
Its: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as an owner this ____ day of _____, 2026.

Witness my hand and official seal.

Notary Public
My commission expires:

Town of Jackson, Wyoming

Arne O. Jorgensen
Mayor

Date _____

Attest:

Riley Hovorka
Town Clerk

Date _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Arne O. Jorgensen and Riley Hovorka, as the Mayor and Town Clerk, respectively, of the Town of Jackson this ____ day of _____, 2026.

Witness my hand and official seal.

Notary Public
My commission expires:

EXHIBIT A

TOGETHER WITH PARCEL No. 2 which is located in said Lot 3 of Section 6, and is more particularly described as follows:

BEGINNING at the northeast corner of said Lot 3;

thence S 00°22'59" E, 482.84 feet to the intersection with the northerly right-of-way line of South Park County Road No. 22-1; said northerly line having been established as a result of a partial vacation of an easement over a strip of land described in that instrument of record in said Office in Book 8 of Mixed Records, page 515; said partial vacation was accomplished by a Quitclaim Deed of record in said Office in Book 366 of Photo, page 36-38;

thence along said right-of-way line, N 71°16'13" W 244.85 feet to a corner of that 4.19 acre tract described as additional right-of-way for Teton County, Wyoming in that instrument of record in said Office in Book 301 of Photo, page 667-672;

thence along the boundary of said tract as follows: continuing N 71°16'13" W, 114.85 feet;

thence N 18°43'47" E 9.70 feet to the point of beginning of a circular curve, concave to west with a radius of 180.00 feet;

thence northwesterly along the arc of said curve, through a central angle of 23°46'42", 74.70 feet to the southernmost corner of that 1.04 acre tract deeded to Teton County in 1998;

thence departing the boundary of said 4.19 acre tract and continuing northwesterly along the boundary of that 1.04 acre tract as follows:

continuing along the arc of said curve, through a central angle of 39°32'33" 124.23 feet to the end of said curve;

thence N 44°35'28" W, 54.49 feet to the beginning of a circular curve, concave to the northeast, with a radius of 220.00 feet;

thence northwesterly along the arc of said curve, through a central angle of 22°09'38", 85.09 feet to the end of said curve;

thence N 22°25'49" W, 19.22 feet to the southernmost corner of that 0.04 acre tract described as additional right-of-way for Teton County, Wyoming in that instrument of record in said Office in Book 301 of Photo, page 667-672;

thence departing said 1.04 acre tract and proceeding along the boundary of said 0.04 acre tract to the intersection with the north line of said Lot 3;

thence along a scgnw11t of the north line of said Lot 3, coincident with a segment of the south boundary of said Hi-Country Subdivision, and its extension to the east, S89°46'26"E, 489.02 feet to the CORNER OF BEGINNING;

ENCOMPASSING an area or J.74 acres, more or less;

said PARCELS are SUBJECT TO any easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record.

the BASIS OF DEARING for these descriptions being S 89°46'26" E along the north line of said Lot 3 and Lot 4;

John J. Warren
Wyoming Professional Land Surveyor No. 4530
Jorgensen Engineering & Land Surveying P.C.
Project No. 98095.00 / 82124.21
(map of survey located in d.93010/d.01/surv I I)
98198095/Remnant Parcels.doc
November, 1998

FOUR LAZY FRANCH RlcmNANT PAHClcLS

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STAFF REPORT



Meeting Date:	February 17 th 2026	Meeting Title:	Regular - Consent
Submitting Department:	Parks and Recreation	Presenter:	Max Moran Tyler Florence
Agenda Item:	Expenditure Approval Rec Center Aquatics Mechanical Equipment Purchases	Public Comment:	Yes

Purpose & Policy Considerations.

The Council must decide if it will approve \$77,752 from the Parks and Recreation Fund Balance to purchase backup mechanical parts for the Recreation Center Pool.

Recommendations.

Staff recommend approval.

Background.

In August 2025, Parks and Recreation curated a list of critical mechanical backstock equipment for the Recreation Center aquatics facility. The purpose of this backstock is to reduce the risk of prolonged facility closures by allowing staff to quickly replace aging or failed components. The list includes pumps, impellers, filters, and other mechanical parts that are at or near the end of their useful life.

Maintaining this inventory will provide the Parks and Recreation facilities team with the resources necessary to sustain operations while longer term capital upgrades are planned and funded.

The pool equipment is near the end of its life. We curated a list of critical parts in August 2025. We asked for public bids in September 2025 but received none. We then secured a quote from Mastercraft Pool and Spa, our regular vendor.

Analysis & Key Questions.

The primary policy consideration is whether the Town should approve the use of available Parks and Recreation Fund Balance for this unbudgeted operational expenditure in order to maintain continuity of aquatics facility operations and reduce the risk of unplanned closures. The current available Parks and Recreation Fund Balance is approximately \$5.9 million. This expenditure would not reduce the fund balance below the minimum fund balance threshold, nor would it materially detract from internal plans to earmark funds for future aquatics renovations and other large capital investments.

Pros: Having parts on hand to prevent long, unplanned pool closures.

Cons: This is an unbudgeted use of \$77,752.

Key Question: Does the Town want to risk a multi-week pool closure if the pump fails?

Staff is recommending approval to purchase backup mechanical parts to ensure pool closures are kept to a minimum.

Key Question: Is the current Fund Balance healthy enough to support this?

Yes

Possible Alternatives.

- Council could deny the purchase.
 - Denial increases the risk of the pool closing for a long time.
 - Waiting for a failure may result in higher emergency repair costs.

Comprehensive Plan & Priority Alignment.

- This purchase aligns with Chapter 8 of the Comprehensive Plan and its goal to provide:

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

- Chapter 8 focuses on investing in parks and recreation facilities.
- Keeping the pool operational supports the community's quality of life.

Fiscal Impact.

This purchase was not included in the Parks and Recreation FY26 Capital Improvement Program requests. Funding would be allocated from the Parks and Recreation Fund Balance, with approval required by both the Board of County Commissioners and the Jackson Town Council. Teton County administers and manages the jointly owned Parks and Recreation funds.

The cost is \$77,752. Funds will come from the Parks and Recreation Fund Balance. The current balance is approximately \$5.9 million.

Staff Impact.

- Max Moran, Parks and Pathways Project Manager, will lead this purchase. 15 Hours to date have been spent coordinating the purchase.
- This task fits within his current workload.
- No additional staff or outside contractors are needed for procurement.

Attachments or Links.

Mastercraft Pool and Spa Quote and Equipment List

Suggested Motion.

I move to approve the use of \$77,752 from the Parks and Recreation Fund Balance for aquatics mechanical parts.



INVITATION TO BID - GOODS

Bid Information:

RFB Name: Teton County Rec Center Aquatics Parts
Issue Date: 09/11/2025
Due Date: 10/01/2025
Due Time: 05:00

Bid Opening: *[Insert Date, Time, and Location. Remove for informal bids]*

10/01/2025, 5pm, Teton County Parks and Recreation 400 W Snow King Ave Jackson WY

Department Contact:

Department: Parks and Recreation
Name: Max Moran
Title: Parks and Pathways Project Manager
Phone: 8028816895
E-mail: mmoran@tetoncountywy.gov

Bid Specifications:

See Attached for Bid Items

Teton County provides a preference for Wyoming-made materials and products. Teton County promotes and encourages the selection of products and services that have a reduced negative effect on health and the environment.

Bidder Response:

Vendor Name: Mastercraft Pool and Spa
Address: 3650 Hwy 30 W
City: Pocatello State: ID Zip Code: 83201
Phone: 208-810-4643 Fax: E-mail: service@mastercraftpool.com

Item #	Description	Quantity	Unit Price	Extended Price
see attached for bid				

Estimated Delivery Date: 2 weeks - 90 days depending on item(s)

The undersigned certifies that he/she offers to furnish materials in strict accordance with requirements of this bid including terms and conditions; that the prices quoted are correct and he/she agrees that bid may not be withdrawn for a period of 30 days from due date noted above.

Authorized Signature: *[Signature]*
Title: Customer Service manager Date: 10/20/2025

TETON COUNTY

By _____
Mark Newcomb, Chair
Teton County Board of County Commissioners

Attest:

Maureen Murphy, County Clerk

Bidder Instructions:

1. All bids must be received through the Public Purchase Online Bidding System (www.publicpurchase.com) on this form provided until: 05:00 MST 10/01/2025

Time Date

2. All questions regarding this bid must be submitted to the Department contact.
3. The bid will be subject to the attached purchase agreement terms and conditions.
4. We reserve the right to accept all or part, or to decline the whole bid.
5. Attach complete specifications for any items offered.

Purchase Agreement Terms and Conditions

ACKNOWLEDGEMENT: This purchase agreement as executed by the Buyer constitutes the entire agreement between the parties. This Agreement can only be changed by a written instrument signed by an authorized agent of the Buyer. Each shipment received by the buyer from the Seller shall be upon the terms and conditions contained herein, notwithstanding any terms or conditions contained in any acknowledgement, invoice, correspondence, quotations, specifications, discussion, or other document or communication from the Seller and notwithstanding the Buyer's acceptance, payment or performance. If price, terms, shipping date or any other express condition of the Purchase Agreement is not acceptable, Buyer must be notified and must accept in writing any variation prior to shipment or delivery. **DISPUTE:** In case of a dispute initiated by the Seller, the Seller will inform the Buyer within thirty days of the qualifying event. In case of a lawsuit initiated by the Buyer which arising out of this Purchase Agreement or the transaction contemplated hereunder, Seller agrees to pay Buyer's costs and expenses associated with the lawsuit, including Buyer's reasonable attorney's fees. This Purchase Agreement shall be governed by and construed under Wyoming Law. **INVOICE:** upon shipment the Seller must include: 1. A SEPARATE invoice for EACH purchase referencing this Purchase Agreement, if applicable a BILL OF LADING showing full routing. 2. A statement of PAYMENT TERMS as stated on the Purchase Agreement. The charged price may NOT be higher than that stated in the Purchase Agreement. 3. Seller's complete remit to NAME & ADDRESS on each invoice. 4. Seller must provide a complete description of labor performed and time expended in maintenance contracts. 5. All payments are net 30 days unless agreed otherwise. **DELIVERY:** Time is of the essence with respect to this order. If delivery date specified on the face of this order cannot be met, Seller shall notify Buyer using an acknowledgement of receipt of order and intent to perform without delay for instruction. If delivery is not made on time and in the quantities specified, Buyer shall have the right to cancel this agreement and hold the Seller liable for any cost of cover or excess cost or damage incurred because of the delay. Acceptance by Buyer of a late delivery will not constitute a waiver of a later claim for damages. Seller agrees to insure the goods during delivery at Seller's expense and to warrant that all goods will be free from defect and will be good materials and workmanship. If goods delivered by seller are defective or not what buyers contracted for, Buyer reserves the right to return the goods to Seller, to terminate the contract and to seek damages and expenses incurred. Acceptance of any part of the Order shall not bind Buyer to accept remaining parts of the order or any future shipments nor deprive it of the right to return goods already accepted. **FORCE MAJEURE:** Buyer will not be liable for contract default or delay due to acts beyond its reasonable control. Seller shall inform Buyer, in writing whenever Seller becomes aware of an event that could delay or prevent Seller's performance. **STATE AND FEDERAL STATUTES:** Seller warrants and agrees that it has and will comply with the provisions of the Fair Labor Standards Act and any other state and federal statutes regulations. **SERVICES:** If this Purchase Agreement is for services to be performed or delivered by or on behalf of the Seller, then it is also subject to the County's Insurance Requirements and Indemnification Agreement. **TERMINATION FOR CONVENIENCE OR CAUSE:** Buyer may terminate the Agreement or any part thereof for its sole convenience. Upon notice of such termination, Seller shall immediately stop all work and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease their work against the Agreement. Seller shall be paid a reasonable termination charge consisting of a pro rata percentage of the Agreement price reflecting the percentage of work performed prior to notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for work performed or costs incurred after receipt of notice of termination, nor for the costs incurred by Seller's suppliers that Seller reasonably could have avoided. Buyer may terminate the Agreement or any part hereof for Cause if Seller defaults, fails to comply with any terms and conditions of the Agreement, becomes insolvent, ceases operations, liquidates or files for bankruptcy protection.

Late delivery of goods or performance of services that are defective or do not conform to the Agreement shall, without limitation, because allowing Buyer to terminate the Agreement for cause. In this event, Buyer will not be liable to Seller for any amount; but Seller shall be liable to Buyer for all losses, damages, and expenses including cost to cover, resulting from the default that caused the termination. **WARRANTIES:** Seller expressly warrants all goods delivered under the Agreement shall be merchantable and free from defects in material and workmanship and of the quality, size and dimensions ordered and/or specified. This express warranty shall not be waived because of the acceptance of the goods, payment by Buyer or otherwise. Seller warrants that a) all workmanship shall be first class; b) the goods purchased will be supplied according to specifications; c) except as otherwise provided in the specifications, all goods incorporated in the work shall be new and of the most suitable grade of their respective kinds for the purpose; and d) all services will be performed in a good and workmanlike manner. Such warranties together with Seller's service warranties and guarantees shall survive inspection test, acceptance of and payment for the goods and shall run to Buyer, its successors and assigns. The Seller shall within a reasonable time after receipt of written notice thereof, make good at its own expense and without cost to the Buyer any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after delivery unless a different warranty period is provided in this Agreement. Buyer, may at its option, either return for credit or require prompt correction or replacement of any defective or non-conforming good or part thereof. If Seller is unable to or refuses to promptly correct or replace such defective or nonconforming good or part thereof, Buyer, may, by contract or otherwise, repair or replace such work or materials and assess Seller the excess cost occasioned the Buyer thereby. The one-year warranty shall not operate to reduce the statutory period of limitations for suit for breach of contract not is it intended to limit or eliminate any legal remedy, statutory, or otherwise. **RISK OF LOSS:** Seller assumes all risk of loss or damage to all goods ordered and all work in process, materials, and other items related to this Agreement until the same are finally accepted by the individual and County department or Buyer who ordered them. Seller also assumes all risk of loss of or damage to any goods, work in process, materials, and other items rejected by Buyer until the same are accepted by Buyer. **INSPECTION:** Payment for goods or services provided hereunder shall not constitute acceptance thereof. Buyer may inspect and test such goods or services and reject any or all items that are, in Buyer's sole judgment, nonconforming. Goods rejected or supplies in excess of quantities ordered may be returned to Seller at Seller's sole expense. Failure by Buyer to inspect and test the goods and services shall not relieve Seller responsibility. **INDEMNIFICATIONS:** Seller shall indemnify, defend and hold harmless Buyer, its officers, trustees, agents and employees against and from any and all claims, liabilities, losses, damages and expenses (including without limitation attorney fees and court costs) arising out of or in connection with any good or service purchase pursuant this Purchase Agreement or from any act, omission, negligence, operation, product or service of Seller or its employees, agents, servants, representatives and subcontractors out of or in connection with any good or service purchase pursuant this Purchase Agreement or from any act, omission, negligence, operation, product or service of Seller or its employees, agents, servants, representatives and subcontractors. **LIMITATIONS:** Buyer shall not be liable to Seller, its employees, representatives, agents, suppliers, or subcontractors for any lost profits or other incidental or consequential damages. Buyer's liability on any claim for loss, damage, or expense arising out of or in connection with this Agreement shall not exceed the price of the goods or services which give rise to the claim. Buyer shall not be liable for penalties or fines of any kind. Any action, suit or proceeding caused by an alleged breach of the Agreement by Buyer must be commenced within one (1) year after the cause of action accrued. **TAX EXEMPTION:** Buyer to provide federal tax ID to Seller. **EXTRA CHARGES:** No additional charges of any kind, including without limitation charges for boxing, packing, transportation or other extras or fees will be allowed unless specifically agreed to in writing by an authorized agent of Buyer.

Teton County Aquatics Bid Table

Facility	Equipment	Description	Part Number (P/N)	Quantity	Cost
Hot Tub	Circ Pump	Pentair Intelliflo3 3HP VSF Pump	022056	1	\$ 2892
Hot Tub	Jet Pump	Pentair Whisperflo XF VS Commercial 5HP 1PH/3PH 208/240/460V	022035	1	\$ 4642
Hot Tub	Jet Air Pump	Rotron Blower 230/460V 2HP 3PH	DR505AS72M	1	\$ 4435
Hot Tub	Sand Filter	Pentair Sand Filter TR100C 30" Triton	TR100C	1	\$ 1747
Hot Tub	Multiport Valve	KIT MP SM SAND 2"	261055	1	\$ 356
Hot Tub	Peroxide Feed Pump	Stenner Fixed Rate Pump 3/8 #5	A1N30A-7T	1	\$ 427
Lap Pool	Seal kit for 20HP CCSP Pump	Mechanical Shaft Seal	S32015	1	\$ 334
Lap Pool	Seal kit for 20HP CCSP Pump	Retaining Ring	S16767	1	\$ 50
Lap Pool	Seal kit for 20HP CCSP Pump	Shaft Sleeve	37447-0002L	1	\$ 393
Lap Pool	Seal kit for 20HP CCSP Pump	Gasket (Volute to Bracket)	S04757	1	\$ 18
Lap Pool	Seal kit for 20HP CCSP Pump	Gasket (Impeller to Shaft Sleeve)	33455-8046	1	\$ 9

Lap Pool	Seal kit for 20HP CCSP Pump	Gasket (Impeller to Washer)	33455-8045	1	\$8-
Lap Pool	Seal kit for 20HP CCSP Pump	Impeller Screw ½-13x1" Long	S23619	1	\$8-
Lap Pool	Seal kit for 20HP CCSP Pump	Hardware Kit	16830-0400	1	\$124-
Lap Pool	Seal kit for 20HP CCSP Pump	Gasket (Volute Discharge)	33450-8042	1	\$22-
Lap Pool	Seal kit for 20HP CCSP Pump	Gasket (Volute Suction)	33450-8041	1	\$29-
Lap Pool	Seal kit for 20HP CCSP Pump	Wear Ring	16830-0120	1	\$148-
Lap Pool	Impeller	20HP	16830-0212	1	\$2070-
Lap Pool	Chlorinator Pump	Hayward 1.5HP for 3070AT	PAPP150	1	\$5890-
Lap Pool	Acid Pump	Stenner Fixed Rate Pump 3/8 #5	45MFL5A3SUAA	1	\$427-
Therapy Pool	Circ Pump	Pentair Intelliflo3 3HP VSF Pump	022056	1	\$2892-
Therapy Pool	Sand Filter	Pentair Triton TR140C 36" DIA	TR140C	1	\$2522-
Therapy Pool	Multiport Valve	KIT MP SM SAND 2"	261055	1	\$356-
Therapy Pool	Acid Pump	Stenner Fixed Rate Pump 3/8 #5	45MFL5A3SUAA	1	\$427
Splash Pool	Circ Pump	Pentair Whisperflo XF VS Commercial 5HP	022035	1	\$4642

		1PH/3PH 208/240/460V			
Splash Pool	Red Slide Pump	Aurora 5x6x11 3PH 15-20HP -- Model: 341A BF, Serial: 08- 1651047	—	1	\$9100-
Splash Pool	Red Slide Pump Motor	Marathon EVL254TTFL5751BSL	M420	1	\$5130-
Splash Pool	Red Slide Impeller	—	228148-104	1	\$3117-
Splash Pool	Red Slide Seal Kit	—	476-0438/476- 0439	1	\$414-
Splash Pool	Chlorinator Pump	Hayward 1HP Pump	PAPP100C	1	\$440-
Splash Pool	Acid Pump	Stenner Fixed Rate Pump 3/8 #5	45MFL5A3SUAA	1	\$427-
Leisure Pool	Circ Pump	Sta-Rite CCSP 15HP Commercial Pump	CCSPHM3-144	1	\$11330-
Leisure Pool	Circ Pump Strainer	Sta-Rite PKG 184	—	1	\$4652-
Leisure Pool	Circ Pump Impeller	—	16830-0211	1	\$1595-
Leisure Pool	Seal kit for CCSP Pump	Mechanical Shaft Seal	S32014	1	\$195-
Leisure Pool	Seal kit for CCSP Pump	Retaining Ring	S11207	1	\$26-
Leisure Pool	Seal kit for CCSP Pump	Shaft Sleeve	37447-0001L	1	\$293-
Leisure Pool	Seal kit for CCSP Pump	Gasket (Volute to Bracket)	S04757	1	\$18-
Leisure Pool	Seal kit for CCSP Pump	Gasket (Impeller to Shaft Sleeve)	33455-8044	1	\$20-

Leisure Pool	Seal kit for CCSP Pump	Gasket (Impeller to Washer)	33455-8043	1	\$9-
Leisure Pool	Seal kit for CCSP Pump	Impeller Screw ½-13x1" Long	S23566	1	\$11-
Leisure Pool	Seal kit for CCSP Pump	Hardware Kit	16830-0400	1	\$124-
Leisure Pool	Seal kit for CCSP Pump	Gasket (Volute Discharge)	33450-8042	1	\$24-
Leisure Pool	Seal kit for CCSP Pump	Gasket (Volute Suction)	33450-8041	1	\$29-
Leisure Pool	Seal kit for CCSP Pump	Wear Ring	16830-0120	1	\$148-
Leisure Pool	Acid Pump	Stenner Fixed Rate Pump 3/8 #5	45MFL5A3SUAA	1	\$427-
Leisure Pool	Chlorinator Pump	Hayward 1HP Pump	PAPP100C	1	\$440-
Leisure Pool	Backwash Booster Pump	Davey Torrium2	BT20-40	1	\$2415-
Delivery Cost	Delivery to 220 N King St, Jackson, WY 83001			1	\$500-
TOTAL BID COST	\$77752-	shipping \$2000-			

STAFF REPORT



Meeting Date:	February 17, 2026	Meeting Title:	Council Regular Meeting – Consent
Submitting Department:	Planning	Presenter:	Katelyn Page
Agenda Item:	Partial Vacation without Replat at 170 N. Glenwood Street (P26-004)	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council acknowledges a "Partial Vacation without Replat." This legal process removes interior lot lines to merge multiple parcels into one. State law and Town Land Development Regulations (LDRs) require the Council's formal acknowledgement to finalize this change.

Recommendation.

Staff recommend that Town Council **acknowledge** the Partial Vacation without Replat.

Background.

The applicant, Jorgensen Associates, representing St. John's Episcopal Church, seeks to vacate the interior lot lines between Lot 6 and Lot 7 and between Lot 7 and Lot 14.

The Church campus at 170 N. Glenwood Street includes the Browse N' Buy Structure in the southeast corner of the property which is addressed 139 N. Cache Street. The church campus is split between both the Town Square-2 (TS-2) zone and Downtown Commercial-2 (DC-2) zones. An aerial image of the property is shown below:



— Interior Lot Lines to be Vacated

Analysis & Key Policy Questions.

The Jackson Original Townsite subdivision is a recorded plat that may be amended through the vacation process as authorized by Wyoming state statute. The Partial Vacation without Replat process requires applications to meet the below standards of LDR Section 8.2.13.C.5 which include a statement that the proposed partial vacation does not “abridge or destroy any rights and privileges of other proprietors in the plat.”

The applicant requests to vacate the interior lot line between Lots 6 and 7 and between Lots 7 and 14, Block 7, to accommodate construction of a mixed use commercial and residential structure (see submitted building permit B25-0254) that would otherwise span the noted interior lot lines. Under the currently adopted International Building Code, structures may not span multiple lot lines.

Staff confirm that the applicant’s request for a Partial Vacation without Replat meets the required standards as outlined below. A draft affidavit to be signed by the Planning Director – serving as the required “instrument” for the Partial Vacation without Replat – along with an exhibit for the County Clerk is attached hereto.

Section 8.2.13.C.5. Partial Vacation without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following standards are met:

- a) **Instrument Required** - An instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

Complies. The applicant has provided an appropriate instrument to be recorded with the County Clerk that the proposed vacation should not have any significant or adverse impact on the other lots in the subdivision. Staff agree that the submitted instrument meets the requirements of LDR Sec. 8.2.13.C.5.a.

- b) **Annotation** - If approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

Complies. The applicant’s instrument and accompanying exhibit provide direction to the County Clerk to make the necessary changes to the plat to affect the described vacation and lot combination.

- c) **Building Envelope Vacation** - a map may need to be provided for a building envelope vacation;*

Not Applicable. Staff find that a map exhibit with a building envelope is not needed to communicate the requested vacation and the provided instrument will sufficiently advise the County Clerk to make the necessary edits to the plat.

- d) **Lot Combination** - *For a lot combination, language shall be included in the partial vacation instrument that states that the combined lots shall be treated as one lot for purposes of the LDRs and cannot be re-subdivided without further approval from the Town.*

Complies. Staff find the applicant has provided an appropriate instrument and exhibit to be recorded with the County Clerk that includes the language as outlined above.

Comprehensive Plan & Priority Alignment.

Acknowledgement of the proposed Partial Vacation without Replat supports Comprehensive Plan Principle 3.2: “Enhance suitable locations as Complete Neighborhoods” and Policy 3.1.d: “Cluster nonresidential development in existing locations” in that it allows the proposed structure to meet a requirement of the currently adopted building code on an existing suitable location within the Town.

Fiscal Impact.

None.

Staff Impact.

Staff impact for this project including review, drafting staff report, and recording documents is estimated at 20 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Draft Acknowledgement Instrument – Staff Comments

Suggested Motion.

I move to **acknowledge** a Partial Vacation without Replat between Lots 6 and 7 and between Lots 7 and 14, Block 7, Jackson Original Townsite subject to the Town LDRs, the departmental reviews, minor changes by staff, and this staff report dated February 17, 2026.



PERMIT NOTES

Page 1 of 1

Report Run On: Friday, 06 February
2026 09:20

Permit # P26-004

Parcel # : 22-41-16-28-4-09-005

Site Address: 139 N CACHE STREET

Project Name: Browse N Buy Partial Vacation w/o Replat

Note Type	Note Code	Text	Created By	Begin Date	End Date
CONDITIONS		See staff edits to Acknowledgement Instrument are attached to staff report.	KPAGE@JACKSONWY.GOV	01/23/26	2/3/26
GENERAL		The Engineering Division has reviewed your application for a Partial Vacation without Re-Plat submitted on and with application materials as dated above. ENGINEERING REVIEW COMMENTS: Affidavit Affecting Title: 1. Correct the date and year in line-item number 3. 2. Line-item number 7, delete one on after Teton County Clerk. 3. Line-item number 7 states the combined lots should be referred to as Lot 6, 7, and 14, Block 7 Subdivision. Include the lot description on Exhibit A if required by State statute.	SMOHROR@JACKSONWY.GOV	01/15/26	



JORGENSEN

It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

January 2, 2026

Town of Jackson Planning Department
P.O. Box 1687
150 E Pearl Ave
Jackson, WY 83001

-via email to planning@jacksonwy.gov -

**RE: Planning Permit Application for a Partial Vacation Without Replat between Lots 6, 7, & 14, Block 7,
Jackson Original Townsite, for Browse N' Buy on Behalf of St. John's Episcopal Church
Jorgensen Associates, Inc., Project No. 23092**

Dear Staff,

Enclosed you will find the necessary materials for a Planning Permit Application for a Partial Vacation Without Replat for the new Browse N' Buy on behalf of St. John's Episcopal Church. This application intends to meet Condition #2 of the Final Letter of Approval of the Development Plan for Browse N' Buy (P25-038). The building permit for the structure (B25-0254), which will be located at 139 N Cache St, was submitted on November 10, 2025. The structure will span Lots 6, 7, and 14 of Block 7 of Jackson Original Townsite as described on Plat 100 of record in the Office of the Clerk of Teton County, Wyoming, which requires partial vacation of said lots.

For processing, please find enclosed the following items:

- Project Narrative
- Planning Permit Application
- Letter of Authorization
- Proposed Site Plan
- Draft Affidavit
- Draft Exhibit A

Should you have any questions or require additional information, please do not hesitate to contact me at our office. Thank you for your assistance.

Sincerely,
JORGENSEN ASSOCIATES, INC.

Louise Shiverick
Deputy Project Manager

**PLANNING PERMIT APPLICATION****Planning & Building Department**

150 East Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.jacksonwy.com
Jackson, WY 83001

APPLICABILITY. This application should be used when applying for an application required by the Town of Jackson Land Development Regulations.

For additional information, visit <https://www.jacksonwy.gov/200/Planning> and select the applicable permit type

All applications and submittal materials shall be sent to planning@jacksonwy.gov. Paper applications are NOT accepted, and partial or incomplete applications will be returned to the applicant.

PROJECT

Name/Description: Partial Vacation Request of the The Episcopal Church Jackson Hole

Physical Address: 170 N Cache St, Jackson, WY 83001

Lot, Subdivision: Lots 1-7 & 14-20, Block 7, Jackson Original Townsite PIDN: 22-41-16-28-4-09-005

PROPERTY OWNER

Name: The Episcopal Church C/O James Bartz Phone: 307-733-2603 ext 106

Mailing Address: PO Box 1084, Jackson WY 83001

Email: jimmy@stjohnsjackson.org

APPLICANT/AUTHORIZED REPRESENTATIVE

Name, Agency: Jorgensen Associates Phone: 307-733-5150

Mailing Address: P.O. Box 9550, Jackson WY, 83002

Email: iboettcher@jorgeng.com

DESIGNATED PRIMARY CONTACT☐

Property Owner

☒

Applicant/Authorized Representative

TYPE OF APPLICATION. Check all that apply; details for each type of application are at <https://www.jacksonwy.gov/200/Planning>

Use Permit☐

Basic Use

☐

Conditional Use

☐

Special Use

Physical Development☐

Sketch Plan

☐

Development Plan

Interpretations☐

Formal Interpretation

☐

Zoning Compliance Verification

Other: Partial Vacation

Relief from the LDRs☐

Administrative Adjustment

☐

Variance

☐

Beneficial Use Determination

Subdivision/Development Option☐

Subdivision Plat

☐

Boundary Adjustment

☐

Development Option Plan

Amendments to the LDRs☐

LDR Text Amendment

☐

Map Amendment

Signs, Design Review, and Pre-Application conferences have separate applications found on their respective webpage

SUBMITTAL REQUIREMENTS. *Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Submit via email to planning@jacksonwy.gov.*

Notarized Letter of Authorization. A notarized letter of consent from the landowner is **required** if the applicant is *not* the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization at <https://www.jacksonwy.gov/DocumentCenter/View/115/Letter-of-Authorization-PDF?bidId=>

Narrative Project Description. Attach a narrative description of the project.

Additional submittal requirements are at <https://www.jacksonwy.gov/200/Planning> under the relevant application type.

Pre-Submittal Steps (if required). Submit all required pre-submittal steps with application.

Pre-Application Conference #:

Note: Information provided by the applicant or other review agencies during the planning process may identify additional requirements which were not evident at the time of application submittal. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Application Fee. The Town of Jackson Planning Department will contact you for payment once the application has been processed. Current fees can be found at <https://www.jacksonwy.gov/690/Fee-Schedule>

Applications received after 3:00 PM will be processed the next business day

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application.

Isaac Boettcher

Signature

Jorgensen Associates C/O Isaac Boettcher

Name Printed

01-02-2026

Date

Planning Technician II

Title



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: 12/15/2025

LETTER OF AUTHORIZATION

NAMING APPLICANT AS AUTHORIZED REPRESENTATIVE

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual: The Reverend James P. Bartz Rector/President

Being duly sworn, deposes and says that The Episcopal Church in Jackson Hole is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 170 Glenwood Street, Jackson, WY 83001

Legal Description: Lots 1-7 & 14-20, Block 7, Jackson Original Townsite

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/Authorized Representative: Jorgensen Associates
Joseph Lovett, Brendan Schulte, Mila Dunbar-Irwin, Louise Shiverick

Mailing address of Applicant/Authorized Representative: PO Box 9550, Jackson WY 83002

Email address of Applicant/Authorized Representative: jlovett@jorgeng.com; bshulte@jorgeng.com; mdi@jorgeng.com; lshiverick@jorgeng.com

Phone Number of Applicant/Authorized Representative: 307.733.5150

Is authorized to act as property owner's representative and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

- ☒ Development/Subdivision Plat Permit Application ☒ Building Permit Application
☒ Public Right of Way Permit ☒ Grading and Erosion Control Permit ☐ Business License Application
☒ Demolition Permit ☒ Other (describe) Encroachment, others related to Browse 'n Buy Project

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

James P. Bartz
Property Owner Signature

Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF Wyoming)
COUNTY OF Lincoln) SS.

ROBYN WELLS REED
Notary Public - State of Wyoming
Commission ID # 154127
My Commission Expires
January 05, 2028

The foregoing instrument was acknowledged before me by James Bartz this 15
day of December. WITNESS my hand and official seal.

Robyn Wells Reed
Notary Public

My commission expires: January 05, 2028

WEST GILL AVENUE

GLENWOOD JH, INC.
THE GLENWOOD CONDOMINIUM ADDITION TO THE
TOWN OF JACKSON
PLAT 1441

GLENWOOD JH, INC.
LOTS 5 & 6, BLOCK 6, PLAT 100
DCC 1040206

STAGE STOP, INC.
LOT 7, BLOCK 6, PLAT 100
DOC 0956763

STAGE STOP, INC.
LOT 8, BLOCK 6, PLAT 100
DOC 0956763

LOT 20, BLOCK 7, PLAT 100

ST. JOHN
CHAPEL

LOT 1, BLOCK 7, PLAT 100

LOT 19, BLOCK 7, PLAT 100

ST. JOHN'S HOUSE

LOT 18, BLOCK 7, PLAT 100

HANSEN HAL

LOT 2, BLOCK 7, PLAT 100

LOT 3, BLOCK 7, PLAT 100

LOT 17, BLOCK 7, PLAT 100

EPISCOPAL CHURCH IN JACKSON HOLE, WY
LOTS 1-7 & 14-20
JACKSON ORIGINAL TOWNSITE
PLAT NO. 100

LOT 4, BLOCK 7, PLAT 100

LOT 16, BLOCK 7, PLAT 100

COOMBS
FOUNDATION

LOT 15, BLOCK 7, PLAT 100

EDUCATION WANC

LOT 6 BLOCK 7 PLAT 100

LOT LINES TO BE VACATED

LOT 14, BLOCK 7, PLAT 100

PROPOSED BROWSE AND BUY BUILDING

LOT 7 BLOCK 7 PLAT 100

STAGE STOP, INC.
BK620P1032 &
BK694P703
"HOTEL JACKSON"

STAGE STOP, INC
BK620P1017 &
BK694P703
"HOTEL JACKSON"

SE1/4 SE1/4 Section 28
41 North, Range 116 West

AMERICAN LEGION JACKSON'S HOLE
LOTS 4-5, BLOCK 1, PLAT 105

BIVOUAC PEAK LLC C/O CHARLES
SCHAAP
LOT 3, BLOCK 1, PLAT 105
DOC. 0663516

PHANTOM PARTNERS LTD. LIAB. CO.
LOT 2, BLOCK 1, PLAT 105
DCC 0710533

BIG MOUNTAIN ENTERPRISES, LLC,
LOT 1, BLOCK 1, PLAT 105
DOC. 1071198

GILL, RALPH LLC,
LOT 4-5, BLOCK 2, PLAT 10B
DOC 0825040

GILL FAMILY, LLC.
LOT 3, BLOCK 2, PLAT 108
DCC 0314355

VICINITY MAP

SCALE 1"=200'

LEGEND

 boundary, subject property
 boundary, lot within subject property
 boundary, adjoining property
 structure, proposed exterior face
 structure, overhead/roof
 structure, existing
 boundary, vacated

0 20 40



SCALE: 1 INCH = 20 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

SITE PLAN
OF
St. Johns Episcopal Church
Browse n Buy Partial Vacation
Lots 1-7 & 14-20 Jackson
Original Townsite Plat No. 100

LOCATED WITHIN
Section 28
T.41N., R.116W., 6th P.M.
Teton County, Wyoming

WEST GILL AVENUE

GLENWOOD JH, INC.
THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
PLAT 1441

GLENWOOD JH, INC.
LOTS 5 & 6, BLOCK 6, PLAT 100
DOC. 1040206

STAGE STOP, INC.
LOT 7, BLOCK 6, PLAT 100
DOC. 0956763

STAGE STOP, INC.
LOT 8, BLOCK 6, PLAT 100
DOC. 0956763

NORTH GLENWOOD STREET

LOT 20, BLOCK 7

LOT 1, BLOCK 7

LOT 19, BLOCK 7

LOT 2, BLOCK 7

LOT 18, BLOCK 7

LOT 3, BLOCK 7

**EPISCOPAL CHURCH IN JACKSON HOLE, WY
LOTS 1-7 & 14-20
JACKSON ORIGINAL TOWNSITE
PLAT NO. 100**

LOT 17, BLOCK 7

LOT 4, BLOCK 7

LOT 16, BLOCK 7

LOT 5, BLOCK 7

LOT 15, BLOCK 7

LOT 6, BLOCK 7

LOT 14, BLOCK 7

LOT 7, BLOCK 7
LOT LINES TO
BE VACATED

STAGE STOP, INC.
BK620P1032 &
BK694P703
"HOTEL JACKSON"

STAGE STOP, INC.
BK620P1017 &
BK694P703
"HOTEL JACKSON"

AMERICAN LEGION
JACKSON'S HOLE
LOTS 4-5, BLOCK 1,
PLAT 105

BIVOUAC PEAK LLC C/O
CHARLES SCHAAP
LOT 3, BLOCK 1, PLAT 105
DOC. 0663516

PHANTOM PARTNERS LTD.
LIAB. CO.
LOT 2, BLOCK 1, PLAT 105
DOC. 0719573

BIG MOUNTAIN
ENTERPRISES, LLC,
LOT 1, BLOCK 1, PLAT 105
DOC. 1071198

GILL, RALPH LLC,
LOT 4-5, BLOCK 2,
PLAT 108
DOC. 0826040

GILL FAMILY, LLC.
LOT 3, BLOCK 2, PLAT 108
DOC. 0714355

NORTH CACHE STREET

LEGEND

- boundary, subject property
- boundary, lot within subject property
- boundary, adjoining property
- — — boundary, vacated

EXHIBIT A TO ACCOMPANY AFFIDAVIT FOR Partial Vacation of Lots 6, 7 & 14 BLK 7, Jackson Original Townsite, Plat No. 100

LOCATED WITHIN
Section 28
T.41N., R.116W., 6th P.M.
Teton County, Wyoming

0 80 80
SCALE: 1" = 80'



JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: IB

MAP PREPARED: 01/02/2026

PROJECT NUMBER: 23092.20

AFFIDAVIT AFFECTING TITLE

STATE OF)
) ss.
COUNTY OF)

I, Paul Anthony, (“Affiant”) being duly sworn, and upon oath deposes and states as follows:

1. This Affidavit is made with respect to real property known and situated at 170 N Glenwood St, Jackson, WY 83001, which is legally described as Lots 1-7 & 14-20 Block 7, Jackson Original Townsite, Plat No. 100 as recorded in the Office of the Teton County, Wyoming Clerk on July 18, 1901 with the PIDN 22-41-16-28-4-09-005 (“Properties) which includes the property addressed as 139 N. Cache Street.
2. As of the record date of this Affidavit, the record owner of the Properties is The Episcopal Church In Jackson Hole.
3. On January 2nd, 2025, the record owner submitted a Planning Permit Application for a Partial Vacation Without Replat, requesting vacation of the Lot Lines between Lots 6, 7, and 14 Block 7 of the Properties.
4. On _____, 2026, the Jackson Town Council met to consider a request to vacate the Lot Lines between Lots 6 and 7, and between Lots 7 and 14, Block 7 of the Properties and acknowledged the vacation.
5. On _____, 2026, the Jackson Town Council determined the requested vacation/lot combination does not abridge or destroy any of the rights and privileges of the other proprietors in the said plat and approved the vacation/lot combination.
6. As a result, the Teton County Clerk shall write, “Vacated” across the lot line between Lots 6 and 7 and between Lots 7 and 14, Block 7 as shown on Exhibit A attached hereto, and make a reference in said plat of the book and page in which this instrument of partial vacation has been recorded.
7. The combined lots shall be referred to as “Combined Lots 6, 7, and 14, Block 7, Jackson Original Townsite recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100” (“Combined Lots”), subject to that Partial Vacation of Plat and Lot Combination recorded in the Office of the Teton County Clerk as Document Number _____.

8. As a result, the Combined Lots cannot be re-subdivided without first receiving subdivision approval from the Town of Jackson pursuant to Land Development Regulations in effect at that time, and the combination of lots shall be treated as one for all purposes under the Town of Jackson Land Development Regulations.

FURTHER AFFIANT SAYETH NAUGHT.

Dated: _____,

Paul Anthony, Town of Jackson Planning and Building
Director

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Paul Anthony, Town of Jackson Planning Director, on this ____ day of _____, 2026.

WITNESS, my hand and official seal.

Notary Public

My Commission Expires:

STAFF REPORT



Meeting Date:	February 17, 2026	Meeting Title:	Regular Council Meeting
Submitting Department:	Affordable Housing	Presenter:	April Norton
Agenda Item:	Second Amendment to the Ground Lease for the S4 Flats Affordable Workforce Housing Development	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council are being asked to consider proposed amendments to the Ground Lease for 915 Simon Lane and 910 Smith Lane (the "S4 Flats Affordable Workforce Housing Development") located in Midtown Jackson. The amendments respond to increased construction costs, design revisions, and schedule delays, while maintaining the Town's original investment level.

Recommendations.

Staff recommend amending the Ground Lease to:

1. Revise the unit mix to 9 one-bedroom and 4 two-bedroom condominium homes (13 total homes).
2. Revise the restriction type to a mix of Affordable Ownership, Workforce Ownership, and Workforce Rental.
3. Revise parking to 14 total spaces.
4. Include a binding project timeline with deadlines, default provisions, and cure periods to deter future delays.

Background.

On July 5, 2022, Council approved a Purchase Agreement to buy a 0.12-acre lot located at 910 Smith Lane, which is adjacent to a Town-owned lot of the same size located at 915 Simon Lane. Both lots are zoned NH-1. The purchase price was \$400,000 below the appraised value and was coupled with a ground lease to S4 Flats LLC for construction of 12 condo dwelling units with Affordable (eight units) and Workforce (four units) restrictions and a cash contribution of \$300,632.

The agreement also secured eight (8) revolving rights of first purchase for Town employee households.

Since April 16, 2023:

- S4 Flats LLC has leased the two habitable units at 910 Smith Lane.
- The home at 915 Simon Lane is uninhabitable following asbestos mitigation.
- The development team has continued advancing design, paid property taxes, and generated rental revenue.

Net financial position to developer to date:

Item	Amount
Rental Revenue Generated	\$111,395
Property Taxes Paid	(\$36,453)
Design Expenses	(\$570,697)
Town Cash Contribution	\$300,632
Net to Developer	(\$195,123)

Key Consideration: Design Revisions

Rising construction costs resulted in project delays while the development team pursued value engineering. The development team is proposing the following revisions from their initial design for Council consideration.

Summary of Design Changes		
	Initial Design	Revised Design
Units	12 units / 20 bedrooms	13 units / 17 bedrooms
Bedroom Mix	8 two-bed, 4 one-bed	4 two-bed, 9 one-bed
Parking	18 spaces (car stackers)	14 spaces (no stackers)
Livability	Elevator, full covered parking, ground-floor co-work/lobby	Elevator removed; partial covered parking; co-work space removed; ground-floor ADA one-bedroom added

Additionally, the team also shifted from hiring a third-party general contractor to acting as their own general contractor. The development team holds an active Jackson Hole Class A General Contractor license and has prior experience serving in this role on residential and commercial projects in Alaska.

Key Consideration: Financial Impacts & Town Investment

The changes to the design and the increase in construction costs resulted in key changes to the project financials, including a decrease in affordability. The developer fee would remain at \$250,000 and the Town contribution per home built remains at \$225,053.

Project Cost Comparison		
	Initial Proposal (2022)	Revised Proposal (2026)
Total Project Cost	\$8,207,563	\$9,771,855 (+16%)
Land (Town)	\$2.6 million	\$2.6 million
Permitting and Design	\$511,000	\$631,000
Construction	\$3,784,800	\$5,454,413
Contingency	\$429,580	\$317,057
Other Costs (financing fees, property taxes, insurance, exactions)	\$632,183	\$719,385
Developer Fee	\$250,000	\$250,000

Key Consideration: Schedule & Risk Mitigation

Project delays have extended the proposed construction timeline.

Milestone	Initial Timeline	Revised Timeline
Ground Lease Execution	July 2022	March 2026 (2 nd Amendment)
Final Design	September 2022	March 2026
Permitting	November 2022	June 2026
Off-site Fabrication	July 2022	January 2027
Certificate of Occupancy	November 2023	May 2027

If Council elects to amend the Ground Lease, staff recommend adding a binding project schedule with enforceable deadlines, default provisions, and cure periods.

Key Consideration: Other Employee Housing Portfolio Opportunities

Since the S4 Flats Ground Lease was executed, several other employee housing opportunities have arisen:

- \$10 million Employee Rental Housing SPET.
 - Voter-approved funding for Town of Jackson employee rental housing

- Council may use some of these funds to purchase six (6) Rights of First Rental at the JH Community Housing Trust's Nelson Drive project (\$4.05 million).
- Council may use some of these funds at 90 Virginian Lane to secure additional employee housing.
- 90 Virginian Lane
 - 200+ permanently deed restricted homes will be built at this site.
 - Town has an opportunity to invest in perpetual Rights of First Rental and Rights of First Purchase for employees.
- Employee Right of First Purchase in the JH Community Housing Trust portfolio – to be considered in March 2026
 - Town has an opportunity to purchase a Right of First Purchase.

Key Consideration: Future Transportation Options & Flexibility

In May 2023, the Housing Authority was directed and authorized by the Town Council and County Commission to purchase 90 Virginian Lane for a future affordable workforce housing development, which includes approximately 200 homes. 90 Virginian Lane is proximate to the S4 Flats site, and its development will impact the corridor on which S4 Flats is located. The transportation impact study completed for 90 Virginian Lane affordable workforce housing development notes that:

- Regional growth will generate more traffic than the 90 Virginian Lane development itself; and
- Peak- hour wait times at Snow King Avenue / Virginian Lane are expected to increase by 10 seconds or less for most of the year.

One potential long-term traffic mitigation option discussed for this corridor is a roundabout at Snow King Avenue and Scott Lane. Development of S4 Flats would likely preclude this option.

Key Consideration: Unmet Housing Needs Grant Application

On January 20, 2026, Council approved an Unmet Housing Needs grant application for \$1.2 million for reimbursement of the land costs to the Office of State Lands. Funding decisions will be made later this spring. If awarded, Council could choose to reinvest funds to increase affordability at S4 Flats or invest the money in a different affordable workforce housing development. If Council chooses to terminate the Ground Lease, staff will pull the grant application.

Analysis & Key Policy Questions.

Should the Town amend the Ground Lease with S4 Flats LLC?

Staff recommendation: Yes.

Pros:

- 1) Preserves significant prior investment and completed entitlement work.
 - Pre-app conference – complete June 15, 2022
 - Design Review Committee – approved November 9, 2022
 - Grading pre-app conference – complete February 15, 2023
 - Building Permit application – submitted April 11, 2023
 - This was denied with request for revisions, which were not submitted due to the financial challenges faced.
 - The development team has a revised Building Permit prepared, and Housing staff advised against submission until a decision on next steps is made in an effort to prevent unnecessary Planning and Building staff's time if the project will not move forward.
 - Partial vacation without replat – submitted May 8, 2023
 - Housing staff pulled this upon Planning Director and Town Manager recommendation. This will be taken up again if the Building Permit is resubmitted.
 - Asbestos Mitigation at 910 Smith Lane – complete Summer 2023
- 2) Delivers housing for 13 households (one more than initially approved).

- 3) Advances Midtown infill development and multimodal infrastructure.
- 4) Maintains ownership opportunities for Town employees near work

Cons:

- 1) Limits future transportation flexibility at Snow King Avenue and Scott Lane.
- 2) Reduced affordability unless additional Town funding is provided (including, if awarded, reinvesting state grant).

If yes, should the Town change the deed restrictions of the owner-occupied homes (homes that are restricted as either Affordable Ownership or Workforce Ownership)?

Staff Recommendation: Maintain the proposed affordability. When the project is closer to completion, revisit changing the affordability to best align with staff interest and funding resources.

As proposed, the project would include:

- 8 Affordable homes (four 80-120% MFI and four 120-160% MFI),
- 1 Workforce Ownership, and
- 4 Workforce Rental homes.

Town conducted a survey of current staff and their interest in purchasing a home in this development.

- Overall, 24 households responded with some level of interest in purchasing homes at S4 Flats.
- Most households (14) were only interested in purchasing 2-bedroom homes.
- Some households (9) were interested in purchasing either a 1 or 2-bedroom home.
- One household was only interested in purchasing a 1-bedroom home.
- Purchase interest spanned a wide range of income levels and price points.

Income Range	Maximum Amount Willing to Pay to Purchase	Proposed Maximum Sales Price*
Only interested in purchasing a 2-bedroom home		2-bedroom homes – 5 total
3 @ >160% MFI	\$500k-\$600k	• Workforce (1 unit) – developer is proposing \$725,000 • 120-160% MFI (4 units) – max price \$588,842 • 80-120% MFI (0 units) – max price \$420,737 • 50-80% MFI (0 units) – max price \$273,474
1 @ 120-160% MFI	\$200k-\$300k	
3 @ 80-120% MFI	\$300k-\$400k (2 households) \$500k-\$600k (1 household)	
1 @ 50-80% MFI	\$200k-\$300k	
1 @ <50% MFI	\$300k-\$400k	
Maybe interested in purchasing a 2-bedroom home		
1 @ 120-160% MFI	\$500k-\$600k	
3 @ 80-120% MFI	\$300k-\$400k (1 household) \$200k-\$300k (2 households)	
1 @ 50-80% MFI	\$200k-\$300k	

Only interested in purchasing a 1-bedroom home		1-bedroom homes – 8 total
50-80% MFI	\$200k-\$300k	
Interested in purchasing either a 1 or 2-bedroom home		
2 @ 80-120% MFI	\$300k-\$400k	
3 @ 50-80% MFI	\$200k-\$300k	
Maybe interested in purchasing a 1 or 2-bedroom home		
3 @ 80-120% MFI	\$200k-\$300k (1-bed)	
	\$300k-\$400k (2-bed)	
1 @ unknown MFI	\$200k-\$300k (both)	

• Workforce (4 units) – developer is proposing \$600,000 • 120-160% MFI (0 units) – max price \$588,842 • 80-120% MFI (4 units) – max price \$368,211 • 50-80% MFI (0 units) – max price \$239,158
--

- Workforce (4 units) – developer is proposing \$600,000
- 120-160% MFI (0 units) – max price \$588,842
- 80-120% MFI (4 units) – max price \$368,211
- 50-80% MFI (0 units) – max price \$239,158

**Maximum Affordable sales prices are determined according to the Housing Department's Rules & Regulations and are based on Median Family Incomes.*

Pros:

- 1) Adjusting deed restrictions in the future allows Town to strategically align available units with demonstrated employee demand and available funding sources without delaying the project at this stage.

Cons:

- 1) Increasing the affordability will require additional Town funding.
- 2) Current pricing may not fully meet lower-income employee demand.

Comprehensive Plan & Priority Alignment.

Principle 5.1 - Maintain a diverse population by providing workforce housing
Policy 5.1.b: Focus housing subsidies on full-time, year-round workers

Principle 5.2 - Strategically locate a variety of housing types

Policy 5.2.a: Provide a variety of housing options

Policy 5.2.b: Housing will be consistent with Character Districts

Policy 5.2.c: Provide workforce housing solutions locally

Principle 5.3 - Reduce the shortage of housing that is affordable to the workforce

Policy 5.3.c: Create workforce housing to address remaining shortages

Principle 5.4 - Use a balanced set of tools to meet our housing goal

Policy 5.4.c: Promote cooperative efforts to provide workforce housing

Policy 5.4.d: Provide incentives for the provision of workforce housing

Fiscal Impact.

The fiscal impact varies depending on Council's direction.

Staff Impact.

Housing staff have spent 100 hours on the project.

Attachments or Links.

Project visuals: elevation, rendering, site plan

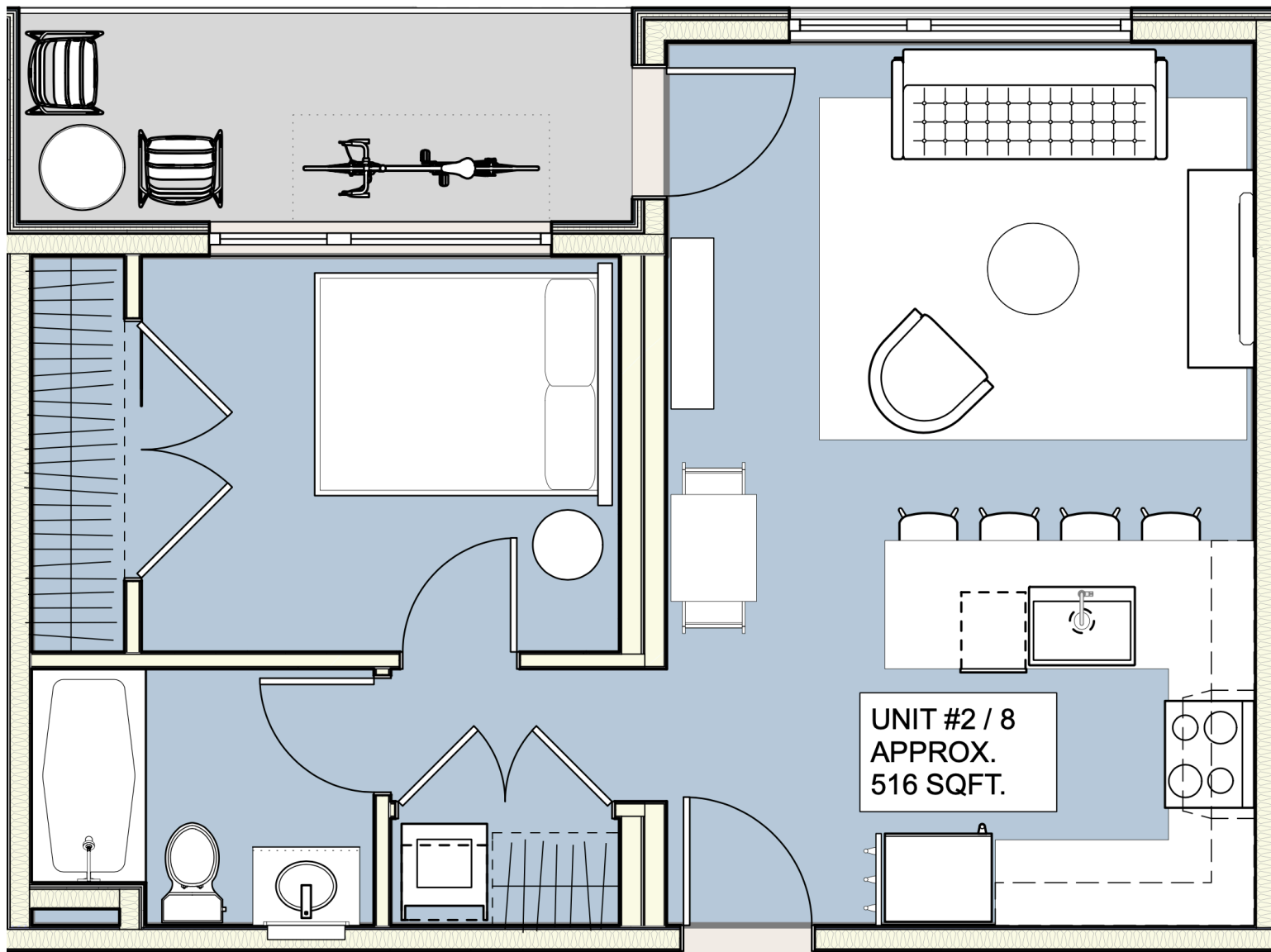
Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

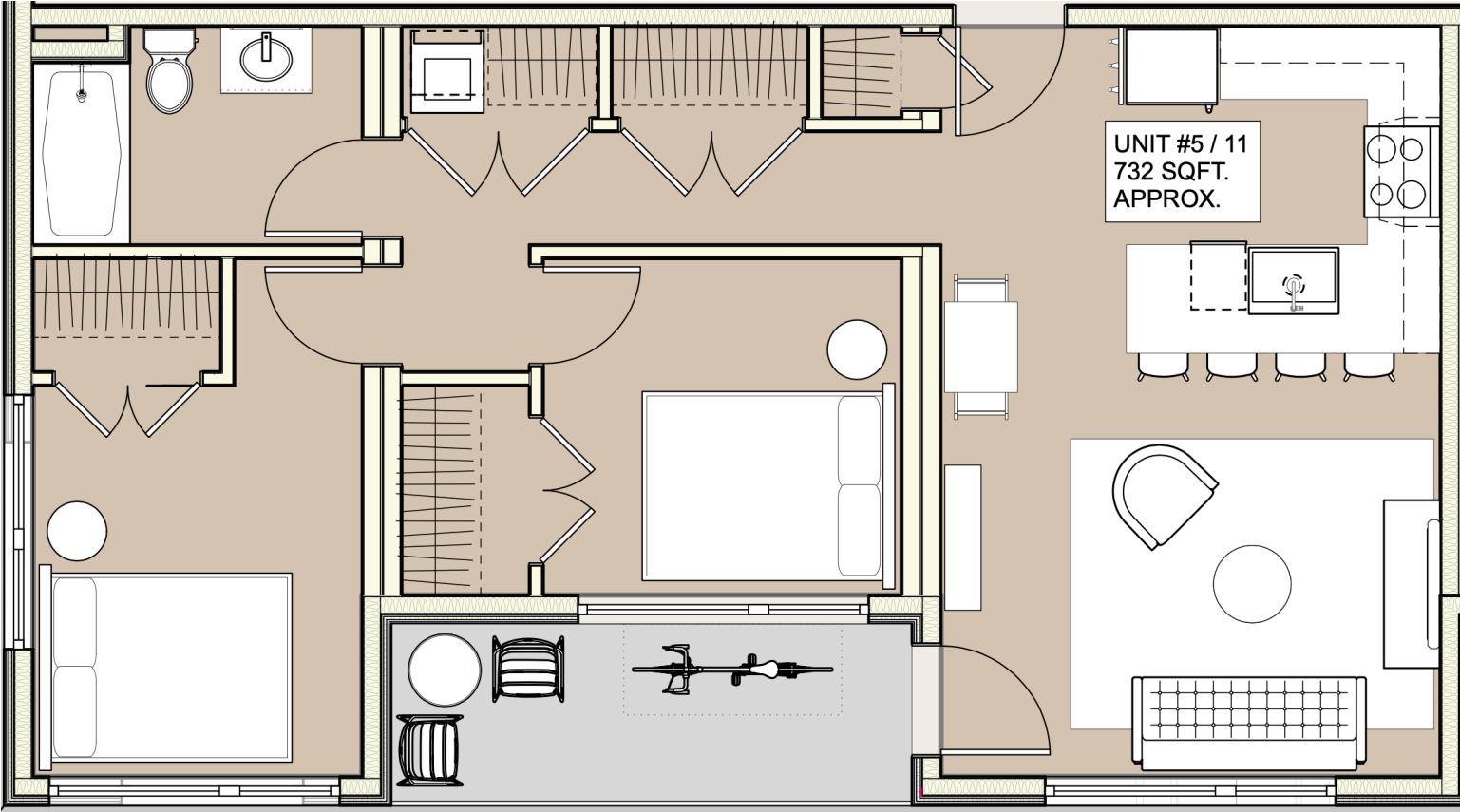
I move to direct staff to draft the Second Amendment to the Ground Lease for the S4 Flats Affordable Workforce Housing Development to reflect the following:

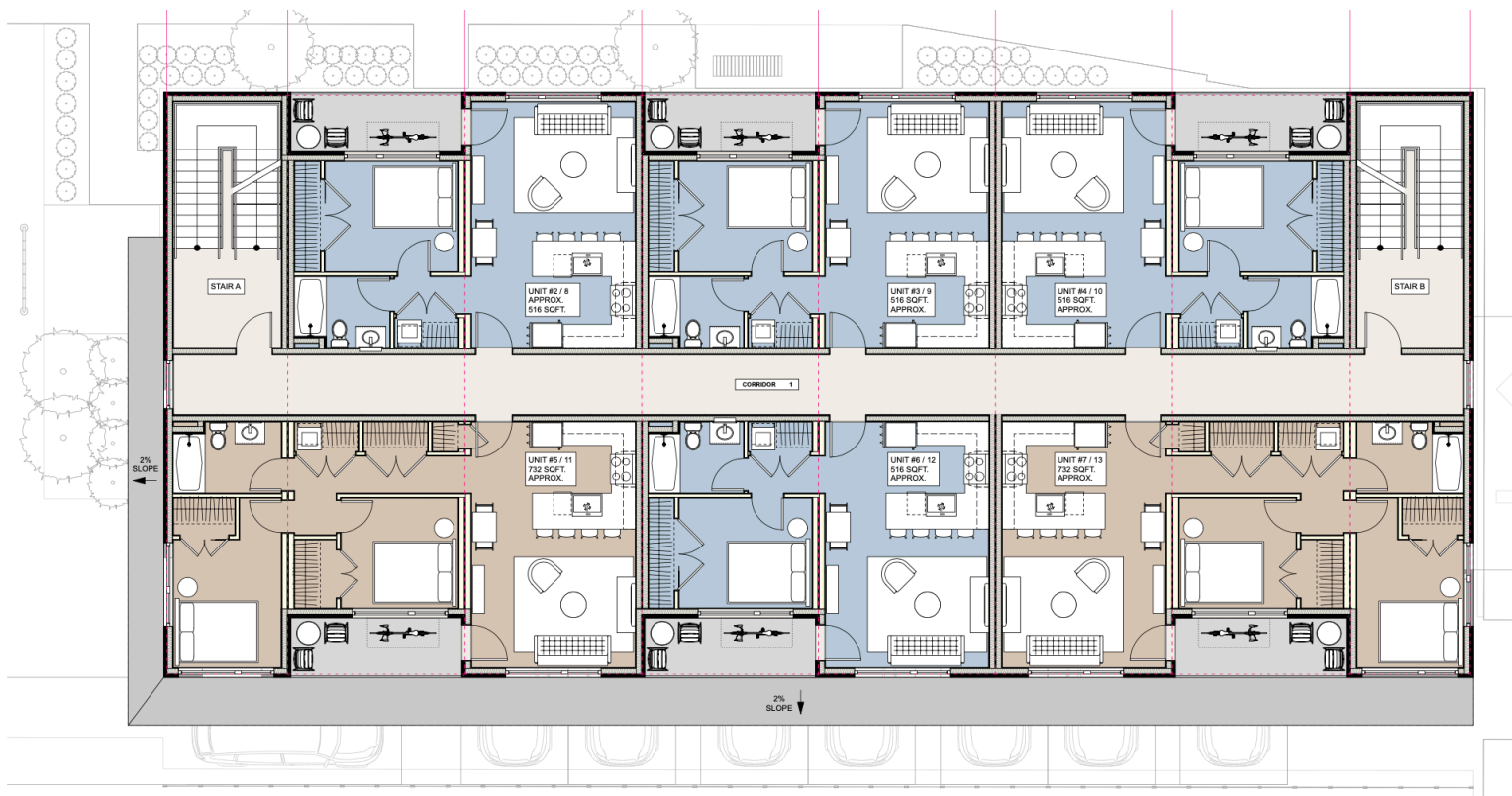
1. Revising the unit type and count to nine (9) one-bedroom and four (4) two-bedroom condominium homes, for a total of thirteen (13) condominium homes;
2. Revising the restriction type to a mix of Affordable Ownership, Workforce Ownership, and Workforce Rental deed restrictions as presented;
3. Revising the parking provided to fourteen (14) spaces; and
4. Including a project timeline outlining key milestones to completion, with associated deadlines and default and cure provisions.



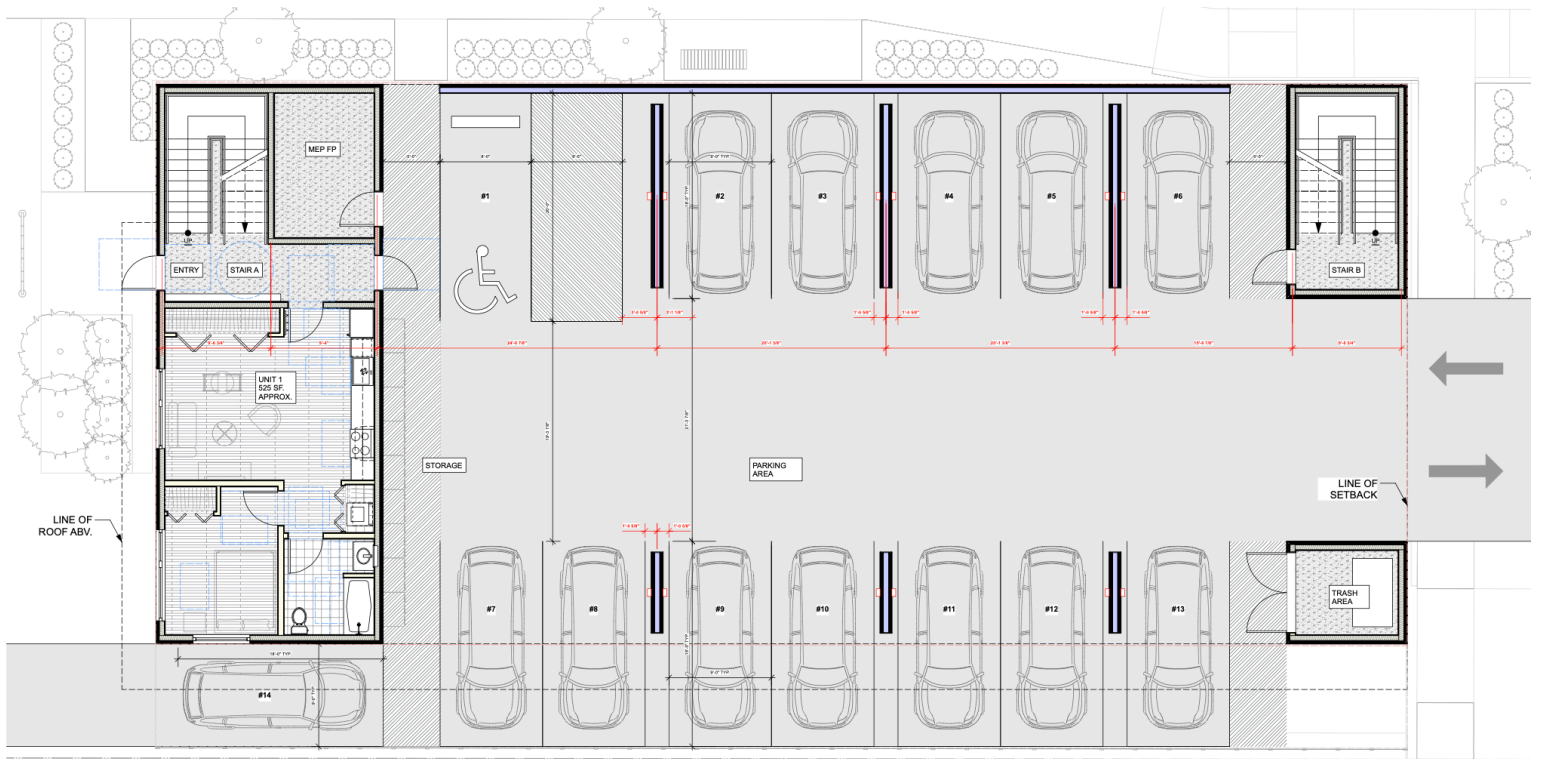


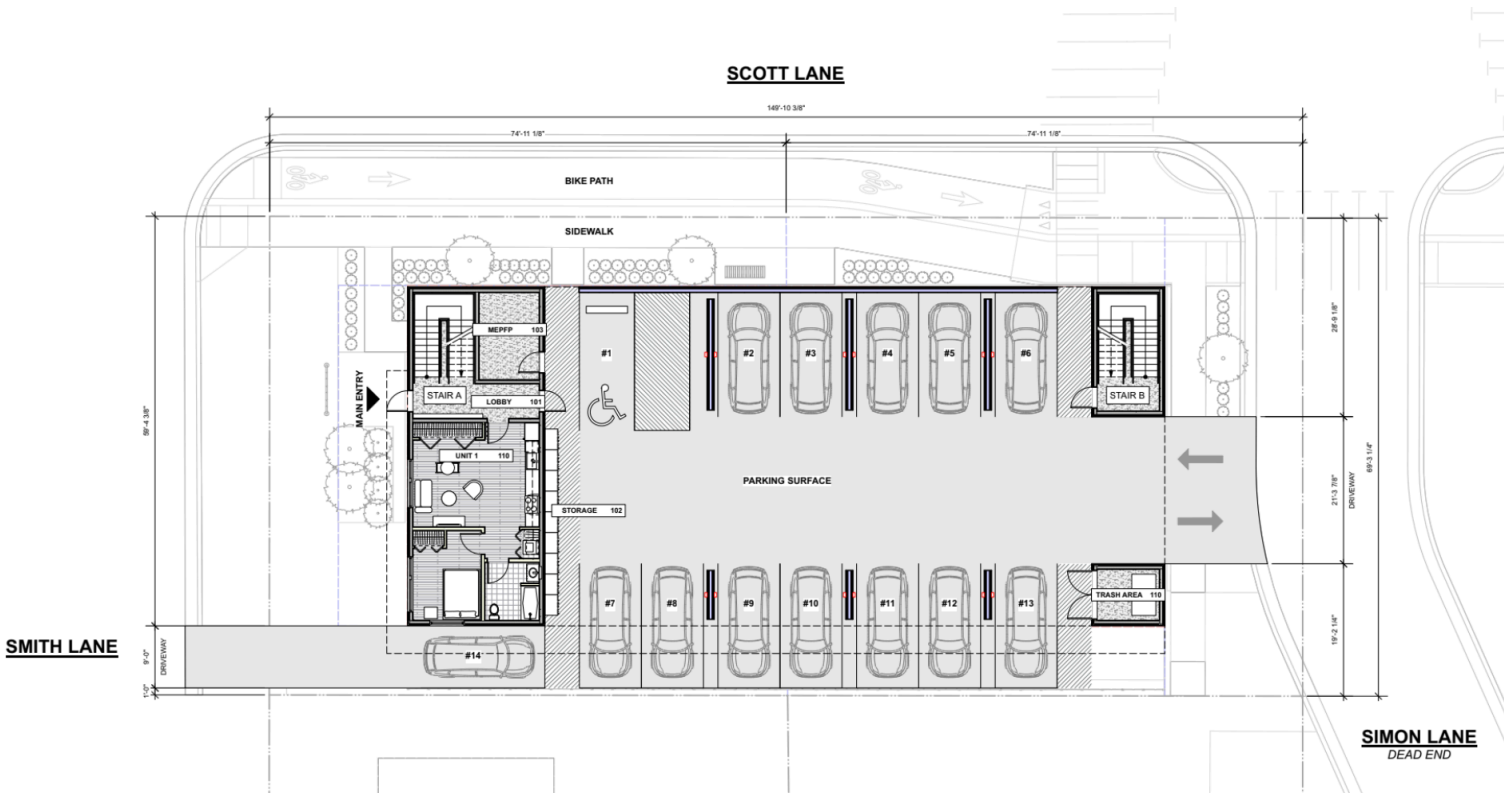






PRELIMINARY MASSING FOR LEVELS 02 & 03





STAFF REPORT



Meeting Date:	February 17, 2026	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Review of Council Salaries	Public Comment:	Yes

Purpose & Policy Considerations.

The Jackson Municipal Code requires compensation of the Mayor and Councilors be reviewed no later than February 28 of each general election year.

Recommendations.

While staff makes no recommendation on any changes to Council salaries, if Council would like to consider an amendment, staff recommends the Mayor and Council review the current compensation and direct staff place the proposed draft ordinance on the agenda for the March 2, 2026, Town Council meeting for first reading.

Background.

The current Mayor and Council annual salaries are \$50,000 for the Mayor and \$41,000 for Council. The Town Council last updated salaries in 2024. Using the December information from 'inflation related to all items in the U.S. city average, all urban consumers, not seasonally adjusted annual average figures' since salaries were last updated, and then rounding that dollar figure, the Finance Director calculated it would result in a 5.64% increase which would be \$52,821 for the Mayor and \$43,313 for Council. Staff rounded those figures up and the result would be \$53,000 and \$44,000 respectively.

Wyo. Stat. §15-3-205 sets minimum salaries for first class cities but not maximums.

Wyo. Stat. §15-4-105(b) prohibits changing the salary of any elective officer during their term of office. There are two Council seats up for election in 2026. If a salary increase is approved, those two newly elected officials or re-elected officials will receive a higher wage for 2027 and 2028 than the two Councilors and Mayor with terms of office expiring December 31, 2028. If there is no action taken on increasing Council salaries, there will be no change in wage as of January 2027.

Analysis and Key Questions.

Key Question #1 – Does Council wish to consider updated salaries for the Mayor and Council effective January 2027?

- If the answer is yes, staff will place a draft ordinance on the Council agenda for the March 2, 2026, regular meeting for first reading.

Key Question #2 – Does Council wish to update the salaries to \$53,000 and \$44,000 for the Mayor and Council respectively?

- If the answer is yes, staff will include \$53,000 for the Mayor's salary and \$44,000 for Council salaries in the ordinance for first reading on March 2, 2026.

Possible Alternatives.

Council may leave salaries at their current level or choose a different salary amount (increase or decrease).

Comprehensive Plan & Priority Alignment.

Providing Council salary increases may increase the number of Town residents able to serve in this capacity and relates to Section 8: Quality Community Service Provision.

Fiscal Impact.

Should the Council ultimately adopt updated salaries of \$53,000 and \$44,000 for the Mayor and Council respectively, the fiscal impact would be the difference between the current salaries and the proposed salaries along with associated FICA and pension costs. There is no fiscal impact in FY26 because the fiscal year ends June 30, 2026 (prior to newly elected officials taking office in January 2027). The fiscal impact for FY27 (July 1, 2026 – June 30, 2027) would be \$8,764 as shown below:

Council Salaries				
Position	2026 Elected Officials	2026 Salaries	2027 Elected Officials	2027 Salaries
Mayor	Arne Jorgensen	\$ 50,000.00	Arne Jorgensen	\$ 50,000.00
Council	Devon Viehman	\$ 41,000.00	Devon Viehman	\$ 41,000.00
Council	Kevin Regan	\$ 41,000.00	Kevin Regan	\$ 41,000.00
Council	Alyson Sperry	\$ 41,000.00	Pending Election	\$ 44,000.00
Council	Jonathan Schechter	\$ 36,000.00	Pending Election	\$ 44,000.00
	Total	\$ 209,000.00	Total	\$ 220,000.00
2027 Total				\$ 220,000.00
2026 Total				\$ 209,000.00
Annual Difference in Wages				\$ 11,000.00
FICA and Pension Cost on Annual Difference				\$ 6,528.00
Annual Wage Difference and FICA/Pension Combined				\$ 17,528.00
FY27 Fiscal Impact				\$ 8,764.00
FY28 Fiscal Impact				\$ 17,528.00

Staff Impact.

Staff impact to date on this issue has been approximately 4 hours spent researching information and updating the staff report. Staff impact to update Council salaries that includes ordinance staff reports, codification, advertising, and oversight of updating the municipal code would take an additional 3 hours.

Attachments or Links.

None.

Suggested Motion.

I move to direct staff to place an ordinance updating the Council salaries on the agenda for the March 2, 2026, Town Council meeting for first reading.

STAFF REPORT



Meeting Date:	February 17, 2026	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Town-Owned 155 West Simpson Avenue Building (Vertical Harvest location) – Request to Sublease	Public Comment:	Yes

Purpose & Policy Considerations.

Staff is presenting a request to update the Commercial Lease Agreement between the Town and Vertical Harvest.

Recommendations.

The staff recommendations are in the Analysis and Key Questions section of this staff report.

Background.

In 2013, the Town obtained a Wyoming Business Council grant in the amount of \$1,500,000 to construct a three-story, 13,500 square foot vertical hydroponic greenhouse at 155 West Simpson Avenue ("Building") for the start-up Vertical Harvest. Vertical Harvest opened in 2015. The grant agreement between the Town of Jackson and the Wyoming Business Council has been satisfied and concluded as of 2018.

The state grant required a Commercial Lease Agreement between the Town and Vertical Harvest. Notable terms are:

- The terms 30 years, expiring on March 31, 2044, with one option to renew for an additional 5-year period.
- Use of the Building is restricted to "greenhouse operation and sale of produce."
- Generally, all Building improvements become the Town's property when the Lease terminates.
- Vertical Harvest makes two payments to the Town per month:
 - Rent is \$100 per month.
 - Revenue Recapture is \$2,726 per month. This required payment results from the state grant. It is profit-sharing for the public investment made in Vertical Harvest whereby the Town recaptures a portion of its investment in the project. The payment is required until 2044.
- Vertical Harvest is responsible for all utilities.
- Vertical Harvest may not assign or create a security interest in, pledge, or encumber the Commercial Lease or the Building or any improvements thereto, in whole or in part, without the Town's consent.

Notable changes since Commercial Lease execution include Vertical Harvest:

- Not operating original growing system for years
- Made significant changes to operations
- Using approximately half of the building
- Plans to reimagine/revitalize the Building in 2026
- Granted a security interest in the Lease & the Town's property within the Building

In November, Vertical Harvest approached the Town requesting that it be allowed to sublease a portion of the first floor in the Building to Slow Food in the Tetons ("Slow Food"). See attached November Proposal.

Analysis & Key Policy Questions.

Vertical Harvest Request Summarized:

Vertical Harvest requests to sublease a portion of the Building to Slow Food (December 2, 2025 letter attached) and has a 2026 plan to reactivate and reimagine the Building. Vertical Harvest's plan for the six compartments (see Floor Plan) is:

1. *Compartment 1:* Dedicated to washing, post-harvest processing, and packaging of produce.
2. *Compartment 2:* Dedicated to Slow Food (retail space).

3. *Compartment 3:* Dedicated to Vertical Harvest admin, worker training, collaboration with community partners.
4. *Compartment 4:* Dedicated to herbs, microgreens, edible flowers and research and development for Vertical Harvest.
5. *Compartment 5:* Dedicated to growing space for commercial production of herbs, microgreens, lettuces.
6. *Compartment 6:* Dedicated to growing space for tomatoes, cucumbers, other special varieties and native plants in collaboration with community partners.

A second element of Vertical Harvest's request, not included in the December 2 letter, but clarified by staff subsequently, is the financial arrangement vis-à-vis Slow Food occupying some of the Building. Vertical Harvest requests that Slow Foods be responsible for the following:

Electric	\$246.69	10% of average monthly bill
Natural Gas	\$320.57	17% of average monthly bill
Water	\$10.38	5% of average monthly bill
Internet	\$184.04	50% of monthly bill
Trash	\$25.00	5% of average monthly bill
Testing Supplies	\$25.00	In-House food safety testing supplies
Labor - Janitorial	\$160.00	2 hrs/week \$20
Labor - Maintenance	\$240.00	1.5 hrs/week \$40
Labor - Food Safety	\$240.00	1.5 hrs/week \$40 (testing, pest control, admin)
Labor - Admin	\$100.00	.5 hr/week \$50
Labor - Taxes	\$98.05	13.25% mandatory labor taxes and fees
Rent - TOJ	\$480.46	17% of town rent
Rent - VH	\$187.50	\$1/sqft per year
TOTAL	\$2,317.69	

Staff Analysis:

Staff are supportive of Vertical Harvest's request to reactivate and reimagine the Building.

➤ **Issue 1: Addition of Slow Food to the Building as a Tenant**

Staff support Vertical Harvest's request to add Slow Food as a tenant. Staff have two recommendations:

- **Recommendation A: No Subleasing.** Staff recommend the Town *directly lease* space in the Building to Slow Food; not allow a sublease from Vertical Harvest to Slow Food. The Town does not allow subleases of its property and directly leases to tenants to ensure the Town i) maintains control over its tenants, ii) includes standard lease terms, iv) avoids legal issues regarding property condition and conflicts over rent/damage/etc. by avoiding subtenancy, and v) ensures Town is the only party to change the conditions/terms of occupancy in its buildings.
- **Recommendation B: Amend Vertical Harvest Commercial Lease.** Staff recommend updating Vertical Harvest's Commercial Lease to address issues staff are aware of and additional issues identified in the drafting process. Known issues include the security interest Vertical Harvest granted in the Commercial Lease / the Town's property, the parking of Vertical Harvest's vans on other Town property, and amending the Lease to give Slow Food exclusive control over a portion of the Building (Recommendation A).

➤ **Issue 2:** Staff confirmed the vision generally complies with Planning & Building codes/approvals. As Vertical Harvest develops plans it will have to work with the Planning & Building Department to comply with code and approvals.

➤ **Issue 3: Finances – Rent, Revenue Recapture, and Utilities.**

- Vertical Harvest is responsible for three payments for the Building:
 - Rent: This is what Vertical Harvest (tenant) pays to the Town (landlord) for the use of the Building (landlord's property). The amount Vertical Harvest pays for rent is \$100 per month / \$1200 per year.
 - Revenue Recapture: Vertical Harvest pays this to the Town pursuant to the 2013 state grant. The grant required the Town to be the applicant that passed the \$1.5 million grant to Vertical Harvest and the Town recovers from Vertical Harvest a reasonable return on the grant funds invested. The Town is required to use the recapture payments for economic development and Building maintenance. This revenue payment is

\$2,726 mo / \$32,712 yr. As noted above, the Town's obligation to the state is concluded; Vertical Harvest's obligation to the Town is not until 2044. The Town spends over \$32,712 annually on maintenance of the Building and economic development in Town.

- Utilities: Vertical Harvest is responsible for all utilities/accounts associated with the Building.
- Staff recommendations are:

Cost	Vertical Harvest	Slow Food	Rationale for Staff Recommendations
Rent	\$80.00 per month	\$20.00 per month	- Vertical Harvest currently occupies 6/6 of the Building, which are equally divided spaces. - Slow Food will occupy 1/6 of the Building and Vertical Harvest 5/6. - Slow Food will pay 1/6 of the existing rent and Vertical Harvest 5/6. - Rent is not increased with the addition of a tenant.
Revenue Recapture	\$2,726 per month	\$0 per month	Vertical Harvest is solely responsible for this payment to Town (obligation from state grant).
Utilities (per month)	85% of: - Water - Sewer - Trash - Electric - Gas	15% of: - Water - Sewer - Trash - Electric - Gas	- Only these 5 items are utilities; the others listed by Vertical Harvest are their business costs (tenants may agree among themselves for these business costs, not be in the leases) - Town as owner has an interest in ensuring utilities provided for - Proportionality ensures equity among tenants, preventing repeated requests to Town to adjudicate disputes in the future

Key Question.

1. Does Council support the request that Slow Food become an occupant of the Building?
2. If Council will allow Slow Food as a tenant, does Council support staff recommendations that:
 - a. Slow Food be direct tenant of the Town (not a subleasee of Vertical Harvest); and
 - b. Vertical Harvest's lease with the Town be updated; and
 - c. Slow Food pay in accordance with the chart above.

Possible Alternatives.

- *Not Grant the Request.* The Commercial Lease stays in place; no other tenant.
- *Grant Request as a Sublease.* While staff does not support this option, if Council agreed, staff recommend i) updating the Commercial Lease and ii) Town sets the template sublease.

Comprehensive Plan & Priority Alignment.

- Create a positive atmosphere for economic development (Principle 6.3)
- Promote a stable and diverse economy (Principle 6.2)

Fiscal Impact.

The fiscal impact of this item is anticipated to be minimal.

Staff Impact.

The staff impact of this item to date is 45 hours in the Legal Department and 10 hours in the Administration Department.

Attachments or Links.

1. November Proposal
2. Vertical Harvest December 2, 2025 Letter.
3. Building Floor Plan

Suggested Motion.

I move to direct staff to 1) update the Commercial Lease and 2) draft a direct lease between the Town and Slow Food of the Tetons, all in accordance with the staff recommendations in this staff report.

Proposal Summary: Vertical Harvest Sublease of Market Space to Slow Food in the Tetons

Vertical Harvest Jackson is requesting approval from the Town of Jackson to sublease a portion of its ground-floor space (approximately 1,500 sq. ft.) to Slow Food in the Tetons, a respected local nonprofit organization dedicated to strengthening the local and regional food system through education, community engagement, and marketplace access for local producers.

When Vertical Harvest first opened in 2016, the company operated a small retail and community space on the first floor, known as *Market*. Market served as a vibrant interface between the farm and the community, connecting residents and visitors to fresh, locally grown produce and the mission of Vertical Harvest. This space remained active until 2019, when the onset of the pandemic prompted Vertical Harvest to focus exclusively on farm operations and technology upgrades within its unique growing systems.

Since that time, the Market space has remained underutilized, while the demand for local, sustainably grown food, and for transparent, mission-aligned distribution channels, has only increased.

Slow Food in the Tetons has long been seeking a dedicated base of operations to run and expand its Online Marketplace, a critical link between local and regional producers and local consumers. Their mission, "to grow the local and regional sustainable food system by supporting producers, educating consumers and connecting them together in the spirit of good, clean and fair food", aligns deeply with Vertical Harvest's own founding purpose: to create a more resilient and inclusive local food economy.

By subleasing the Market space to Slow Food in the Tetons, Vertical Harvest seeks to:

- Reintroduce community access to the Vertical Harvest building through a vibrant, public-facing use on the first floor.
- Support a mission-aligned local nonprofit that is strengthening Jackson's local food ecosystem.
- Create potential employment and partnership opportunities for Vertical Harvest employees, consistent with our inclusive employment model.
- Activate an existing space with complementary programming and energy, without altering the building's core agricultural function.

Vertical Harvest and Slow Food in the Tetons would work together to establish a fair rental rate and shared-cost arrangement for utilities, facilities maintenance, and cleaning. We are not considering any other lessees at this time, as this partnership directly advances the original intent of the space and the broader community goals of the Town of Jackson, supporting local food production, community engagement, and economic inclusion.

We respectfully request that the Town approve this proposed lease amendment to allow a long-term sublease of one bay (approximately 1,500 sq. ft.) within the Vertical Harvest facility to Slow Food in the Tetons.

Nona Yehia *Co-Founder & CEO*

917-887-7656

155 W Simpson Ave, Jackson WY 83001

www.verticalharvestfarms.com



EXECUTIVE SUMMARY - December 02, 2025

Vertical Harvest Jackson — Full Facility Utilization for Revenue Production, Community Partnerships, and R&D

Vertical Harvest Jackson is entering a new phase that positions the facility as a commercial, revenue-generating farm while expanding its impact through community partnerships and applied R&D that benefit the broader region. Every compartment in the Jackson facility is fully programmed and essential to these goals.

1. Full Facility Utilization (Revenue Production First)

Compartment 5: 3,500 sq ft Commercial Production (Primary Revenue Engine):

Compartment 5 is the core of our revived commercial footprint. It houses 3,500 sq ft of growing space dedicated to our newly revamped product line of:

- Lettuces
- Baby greens
- Herbs
- Microgreens

These products will supply local restaurants year-round, including partners such as Grand Teton Lodge Company, and Food Bank of Wyoming with our return to retail distribution planned for mid 2026.

This compartment directly drives revenue and supports our financial sustainability.

Compartment 6: Vining Crops + Native Plant Development

Compartment 6 will house:

- Vining crop production (tomatoes, cucumbers, specialty varieties)
- Native plant starts in collaboration with Teton Conservation District and Teton Botanical Society

This mixed-use approach supports revenue while deepening environmental and conservation partnerships.

Compartment 4: New Growing Systems Installed

Compartment 4 is in process of being retrofitted with a seeding station, a dedicated germination chamber designed to accelerate leafy green crop production, and new growing systems aimed at expanding production capacity for herbs, edible flowers, and microgreens with a wellness-forward lens. This compartment supports both product diversification and early-stage research.

Compartment 3: Post-Harvest Operations + Administration

Compartment 3 is fully dedicated to:

- Administrative and operational workflow
- Workforce development activities and training
- Grow Well Futures Lab:
 - The Grow Well Futures Lab will serve as a local engine for workforce inclusion in Jackson and across Wyoming. In 2026, we plan to pilot the expanded Grow Well model with 2–3 community partners—businesses, civic organizations, and service providers who are ready to redefine what “good jobs” look like in our state. We’re also exploring a collaboration with the University of Wyoming to align research, training, and on-the-ground practice... connecting students, faculty, and our farmers around applied learning and inclusive design.
 - As part of this work, we’re developing a Grow Well Certification that recognizes Wyoming employers committed to building workplaces of genuine inclusion. Similar in spirit to Fair Trade, the certification will benchmark organizations against our Human Potential framework, include a scoring rubric, and offer Disability Literacy training plus hands-on, lived-experience engagement with our team. This creates a statewide HumanKind cohort and strengthens the broader ecosystem around equitable employment—starting right here at home.

Compartment 1: Harvesting and Washing Stations

Compartment 1 anchors our food-safety program and is required for:

- Harvest
- Washing
- Packaging
- Post-harvest processing
- Preparation for distribution

These functions are central to food safety, quality control, and customer fulfillment, all essential to revenue production. This compartment ensures compliance and reliability in revenue-generating sales channels.

Compartment 2: Sublease to Slow Foods

Compartment 2 will be subleased exclusively to Slow Foods because of the strength and alignment of their proposal. This decision does not reflect unused space, rather, it reflects intentional curation of a partner whose presence enhances the community-serving mission of the building.

2. Expanded Impact Through R&D and Education

Vertical Harvest, the University of Wyoming, and Central Wyoming College have formed a three-way partnership that positions Jackson as a regional hub for agricultural innovation and experiential learning.

This partnership delivers:

- Access to research and new technologies that improve farm performance
- Hands-on learning for students in agtech, culinary arts, and food systems
- A pathway for validating academic discoveries in a working farm environment
- Workforce development aligned with Wyoming's economic priorities

These activities enhance community value without compromising revenue generation.

3. Community Program Highlights (Beginning Fall 2025)

- CWC experiential learning week at VH (Nov 30–Dec 3)
 - Joint CWC–VH culinary collaboration
 - New community food systems course anchored at VH
 - Internships and applied research for UW and CWC students
 - Native plant propagation and environmental stewardship (Comp 6)
 - Continuing relationships with Food Bank of Wyoming, One22, Hole Food Rescue
-

4. Why This Matters for the Town of Jackson

This next phase ensures that Vertical Harvest Jackson:

- Operates as a commercial, revenue-generating farm

VERTICAL HARVEST

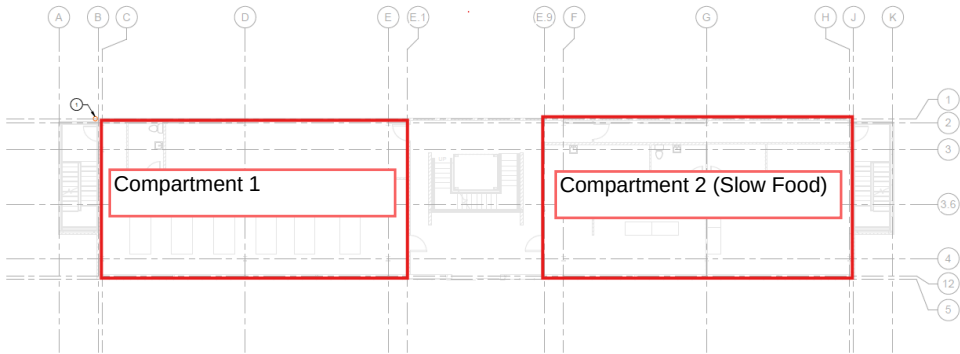
- Advances R&D that strengthens controlled-environment agriculture across Wyoming
- Creates new educational and workforce pathways
- Deepens collaboration across food access, conservation, and local hospitality
- Reinforces Jackson as a leader in innovation, sustainability, and inclusion

The facility is fully utilized, every compartment plays a critical role in production, research, workforce development, and community engagement.

Level 1

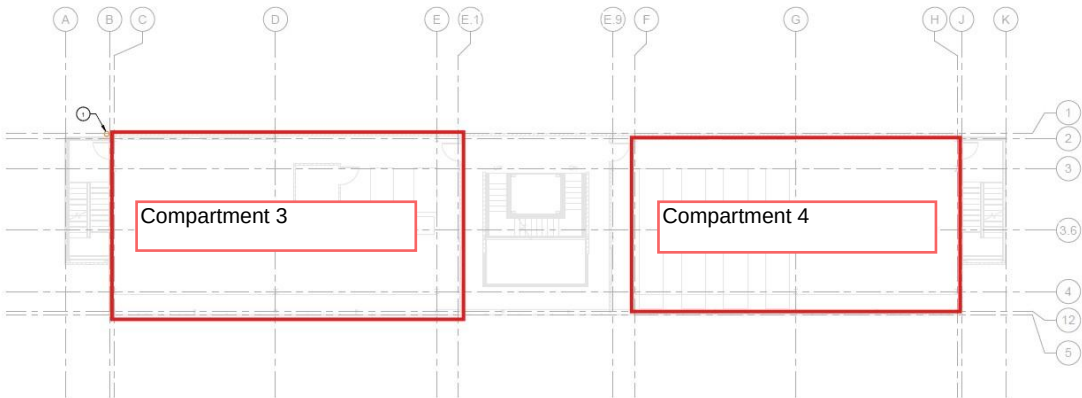
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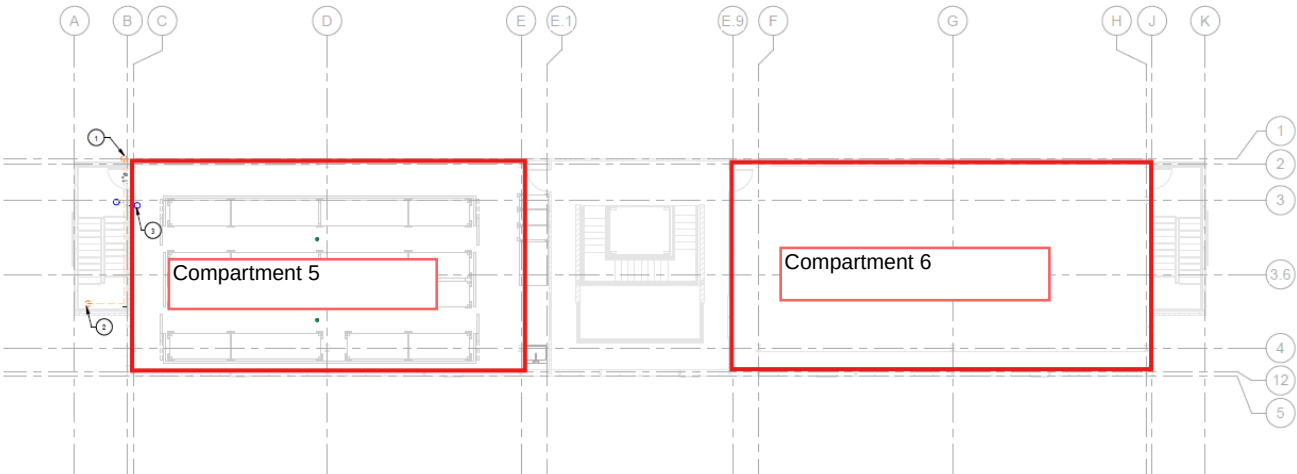
Level 2

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Level 3

COND



STAFF REPORT



Meeting Date:	February 17, 2026	Meeting Title:	Regular Meeting
Submitting Department:	Administration & Finance	Presenter:	Kelly Thompson & Tyler Sinclair
Agenda Item:	Fiscal Year 2026 Budget - Amendment #2	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to consider approval of a resolution adopting amendments to the Town of Jackson's fiscal year 2026 (FY26) budget.

Recommendations.

Staff recommend that the Mayor & Council approve the attached resolution.

Background.

The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address strategic priorities and give staff resources to provide core services.

Analysis & Key Policy Questions.

The attached resolution proposes modifications to the Town's current FY2026 budget. The resolution represents the FY2026 amended budget divided into budget divisions. There are increased expenditures of \$2,617,661. Of this, \$111,101 are items not previously presented to Council shown in blue below. There are increased revenues of \$40,360, assigned to specific funds. Detailed budget amendments include:

- \$52,840 total compensation increase. This is due to total compensation adjustments for new staff hires, current staff adjustments and staff turnover.
 - \$21,988 will be funded with General Fund discretionary fund.
 - \$20,000 will be funded with Capital Projects Fund reserve.
 - \$10,852 will be funded with START Fund reserve.
- \$27,000 increase for public engagement about emergency water ordinance.
 - This will be funded with Water Fund reserves.
- \$16,201 for property taxes to adjust all Town properties to final assessment.
 - This will decrease fund balance in the Employee Housing Fund.
- \$15,060 for employee housing primary leases.
 - There will be revenue offset from employee lease payments. Vacancies will be funded with Employee Housing Fund reserves.
- \$11,761 increase for South Millward waterline project due to exceeding budget.
 - This will be funded with use of Water Fund reserve.
- \$1,695,000 increase for High School Road Pump House approved at the [Regular Town Council Meeting - October 20, 2025](#).
 - This will be funded with \$725,000 reductions in other Water Fund capital projects and \$970,000 use of Water Fund reserve.
- \$1,200,000 increase for the Town portion of Snow King Sports and Events Center improvements approved at the [Regular Town Council Meeting - December 15, 2025](#).
 - This will be funded with use of Capital Projects Fund reserve.
- \$342,000 increase for Vine Street complete street project approved at the [Regular Town Council Meeting - January 20, 2026](#).
 - This will be funded with a \$240,000 reduction in Broadway ADA improvements in the Capital Projects Fund and \$102,000 use of Water Fund reserve.

- \$65,000 increase for Municipal Court security equipment and associated expenses approved at the [Regular Town Council Meeting - October 20, 2025](#).
 - This will be funded with General Fund discretionary fund.
- \$36,000 increase for Salt Lake Express winter contracted service for the Teton Village Local Service approved at the [Regular Joint Information Meeting - November 3, 2025](#).
 - This will be funded with START Fund reserves.
- \$18,500 increase for third party review of Virginian Development Project approved at the [Regular Town Council Meeting - November 17, 2025](#).
 - This will be funded with General Fund discretionary fund.
- \$10,000 increase for Council travel, training, and meeting budget to attend legislative session and Wyoming Association of Municipalities Winter convention approved at the [Regular Town Council Meeting - January 5, 2026](#).
 - This will be funded with General Fund discretionary fund.

FY2025 Project Budget Rollover

- \$88,660 for the Parking Garage Management project.
- \$44,000 for START's mobile electronic ticket platform.

See attached the complete Budget Resolution divided by Division and Fund for further detail.

Question #1: Does Council have any edits to the staff recommended budget amendments?

Possible Alternatives.

Council may amend as deemed necessary.

Comprehensive Plan & Priority Alignment.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- [Principle 8.1](#)- Maintain current, coordinated service delivery
 - Policy 8.1.e: Budget for service delivery
- [Principle 8.2](#) - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

Fiscal Impact.

The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary significantly from the FY26 budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget.

Staff Impact.

Town Manager and Directors spend about 20 hours a month reviewing the budget.

Attachments or Links.

Resolution 26-02 adopting amendments to the FY26 Budget.

Suggested Motion.

I move to approve Resolution 26-02 adopting amendments to the Fiscal Year 2026 budget as presented.

RESOLUTION 26-02

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2026 BUDGET
OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2026 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	552,647	28,500	581,147
Town Attorney	860,268	-	860,268
Municipal Judge	335,031	65,000	400,031
Administration	1,298,454	6,308	1,304,762
Internal Services	1,373,524	-	1,373,524
Finance	1,021,464	(21,956)	999,508
External Affairs	670,672	-	670,672
Information Technology	1,018,457	-	1,018,457
Planning	1,120,411	5,267	1,125,678
Town Facilities	1,060,433	-	1,060,433
Police - Administration	886,080	12,788	898,868
Police - Information Technology	471,326	-	471,326
Police - Investigations	1,244,098	24,972	1,269,070
Police - Patrol	4,702,216	3,781	4,705,997
Police - Community Service	690,518	-	690,518
Police - Special Operations	25,820	-	25,820
Victim Services	477,022	-	477,022
Animal Shelter/Control	514,208	(3,399)	510,809
Building Inspections	615,304	-	615,304
Public Works Administration	675,779	8,020	683,799
Streets	2,591,260	9,207	2,600,467
Engineering	894,691	-	894,691
Yard Operations	58,603	-	58,603
Cemetery	96,139	20,000	116,139
Social Services	1,548,632	-	1,548,632
Community Initiatives	597,200	-	597,200
County-Budgeted Joint Programs	6,825,409	-	6,825,409
Transfers Out	6,960,797	-	6,960,797
Total General Fund	39,186,463	158,488	39,344,951
Affordable Housing	644,985	-	644,985
Total Affordable Housing Fund	644,985	-	644,985
Parking Exactions Fund	9,760	86,660	96,420
Total Parking Exactions Fund	9,760	86,660	96,420
Parks Exactions	600,000	-	600,000
Total Park Exactions	600,000	-	600,000
Employee Housing Fund	938,512	46,381	834,855
Transfers out	150,038	-	150,038
Total Employee Housing Fund	1,088,550	46,381	1,134,931
Animal Care Fund	20,000	-	20,000
Transfers Out	100,000	-	100,000
Total Animal Care Fund	120,000	-	120,000
Lodging Tax Fund	-	-	-
Transfers Out	1,118,768	-	1,118,768
Total Lodging Tax Fund	1,118,768	-	1,118,768
START Administration	1,798,666	10,660	1,809,326
START Operations	8,117,736	50,012	8,167,748
START Capital	7,389,999	-	7,389,999
START Transfers	466,478	-	466,478
Total START Fund Expenditures	17,772,879	60,672	17,833,551

	Approved Budget	Increase (Decrease)	Amended Budget
EXPENDITURES AND OTHER USES			
Capital Outlay	12,807,799	1,180,000	13,987,799
Transfers Out	95,000	(5,300)	89,700
Total Capital Projects Fund	12,902,799	1,174,700	14,077,499
Capital Outlay	39,205	-	39,205
Total 2010 SPET	39,205	-	39,205
Capital Outlay	880,419	-	880,419
Total 2014 SPET	880,419	-	880,419
Capital Outlay	7,883,420	-	7,883,420
Total 2019 SPET	7,883,420	-	7,883,420
Capital Outlay	50,000	-	50,000
Total 2022 SPET	50,000	-	50,000
Water Maintenance & Operation	1,702,427	27,000	1,729,427
Water Wells	364,442	-	364,442
Water Billing & Accounting	381,838	-	381,838
Water Capital Outlay	7,618,943	1,083,760	8,702,703
Water Debt Service	66,970	-	66,970
Water Transfers Out	960,479	-	960,479
Sewage Plant Operations	915,489	-	915,489
Sewage Maint. & Operations	966,477	-	966,477
Sewage Billing & Accounting	374,795	-	374,795
Sewage Capital Outlay	7,683,924	-	7,683,924
Sewage Transfers Out	960,479	-	960,479
Total Enterprise Funds	21,996,263	1,110,760	23,107,023
Employee Insurance	4,164,260	-	4,164,260
Total Insurance Fund	4,164,260	-	4,164,260
Fleet Expenditures	2,765,265	-	2,765,265
Total Fleet Management Fund	2,765,265	-	2,765,265
Central Equipment Expenses	1,157,301	-	1,157,301
Total Central Equipment Fund	1,157,301	-	1,157,301
IT Services	2,160,756	-	2,160,756
Total IT Service Fund	2,160,756	-	2,160,756
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	13,234,635	-	13,234,635
Licenses & Permits	1,710,578	-	1,710,578
Intergovernmental Revenue	16,554,671	-	16,554,671
Charges for Services	953,780	-	953,780
Fines & Forfeitures	380,000	-	380,000
Miscellaneous Revenue	1,209,214	-	1,209,214
Transfers In	2,637,474	20,000	2,657,474
Total General Fund	36,680,352	20,000	36,700,352
Licenses & Permits	100,000	-	100,000
Miscellaneous Revenue	193,800	-	193,800
Transfers In	644,985	-	644,985
Total Affordable Housing Fund	938,785	-	938,785
Licenses & Permits	17,000	-	17,000
Charges for Services	90,000	-	90,000
Miscellaneous Revenue	74,800	-	74,800
Total Parking Exactions	181,800	-	181,800
Licenses & Permits	25,000	-	25,000
Miscellaneous Revenue	25,900	-	25,900
Total Park Exactions	50,900	-	50,900
Miscellaneous Revenue	965,966	15,060	981,026
Transfers In	-	-	-
Total Employee Housing Fund	965,966	15,060	981,026

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	1,476,000	-	1,476,000
Intergovernmental Revenue	-	-	-
Miscellaneous Revenue	21,700	-	21,700
Total Lodging Tax Fund	1,497,700	-	1,497,700
Intergovernmental Revenue	12,582,917	-	12,582,917
Charges for Services	2,143,700	-	2,143,700
Miscellaneous Revenue	248,005	(30,120)	217,885
Transfers In	1,118,768	-	1,118,768
Total START Fund Revenues	16,093,390	(30,120)	16,063,270
Intergovernmental	5,920,266	-	5,920,266
Licenses & Permits	250,000	-	250,000
Miscellaneous Revenue	332,950	-	332,950
Transfers In	6,223,510	-	6,223,510
Total Capital Projects Fund	12,726,726	-	12,726,726
Miscellaneous	85,500	-	85,500
Total 2014 SPET	85,500	-	85,500
Miscellaneous	13,600	-	13,600
Total 2016 SPET	13,600	-	13,600
Miscellaneous	200,000	-	200,000
Total 2019 SPET	200,000	-	200,000
Taxes	1,450,000	-	1,450,000
Miscellaneous	29,000	-	29,000
Total 2022 SPET	1,479,000	-	1,479,000
Water Intergovernmental	873,458	-	873,458
Water Charges for Services	3,533,101	-	3,533,101
Water Miscellaneous	212,000	-	212,000
Water Transfers In	30,000	(25,300)	4,700
Sewage Intergovernmental	10,000	-	10,000
Sewage Charges for Services	3,517,000	-	3,517,000
Sewage Miscellaneous	249,760	-	249,760
Sewage Transfers In	30,000	-	30,000
Total Enterprise Funds	8,455,319	(25,300)	8,430,019
Charges for Services	2,958,916	-	2,958,916
Miscellaneous Revenue	74,000	-	74,000
Total Employee Insurance Fund	3,032,916	-	3,032,916
Charges for Services	2,634,113	-	2,634,113
Miscellaneous Revenue	(3,500)	-	(3,500)
Transfers In	92,302	-	92,302
Total Fleet Management Fund	2,722,915	-	2,722,915
Charges for Services	777,000	-	777,000
Miscellaneous Revenue	11,300	-	11,300
Transfers In	35,000	-	35,000
Total Central Equipment Fund	823,300	-	823,300
Charges for Services	2,079,154	-	2,079,154
Miscellaneous Revenue	13,200	-	13,200
Total IT Service Fund	2,092,354	-	2,092,354

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(2,506,111)	(138,488)	(2,644,599)
Affordable Housing	293,800	-	293,800
Parking Exactions Fund	172,040	(86,660)	85,380
Parks Exactions Fund	(549,100)	-	(549,100)
Employee Housing Fund	(122,584)	(31,321)	(153,905)
Animal Care Fund	(59,800)	-	(59,800)
Lodging Tax Fund	378,932	-	378,932
Start Fund	(1,679,489)	(90,792)	(1,770,281)
Capital Projects	(176,073)	(1,174,700)	(1,350,773)
2010 SPET	(39,205)	-	(39,205)
2014 SPET	(794,919)	-	(794,919)
2016 SPET	13,600	-	13,600
2019 SPET	(7,683,420)	-	(7,683,420)
2022 SPET	1,429,000	-	1,479,000
Enterprise Funds	(13,540,944)	(1,136,060)	(14,677,004)
Employee Insurance Fund	(1,131,344)	-	(1,131,344)
Fleet Management Fund	(42,350)	-	(42,350)
Central Equipment Fund	(334,001)	-	(334,001)
IT Services Fund	(68,402)	-	(68,402)

PASSED, APPROVED, & ADOPTED this 17th day of February , 2026

Town of Jackson

By: _____
Arne O. Jorgenson
Mayor

ATTEST:

By: _____
Riley Hovorka
Town Clerk

STAFF REPORT



Meeting Date:	February 17, 2026	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Internal Services	Presenter:	Riley Hovorka
Agenda Item:	Resolution 26-03: A Resolution Providing Approval for a Grant to Construct Deicing Pad and Containment Facility (Phase 5 – Paving and Install Drainage)	Public Comment:	Yes

Purpose & Policy Considerations.

The Resolution presented for Town Council approval authorizes the Jackson Hole Airport Board to accept a grant in an amount of \$3,678,235.

Recommendations.

Staff recommends approval of Resolution 26-03.

Background.

This is an Airport Infrastructure Grant from the FAA under the Infrastructure Investment and Jobs Act of 2021. The maximum federal share for this project is 95%.

The Federal Aviation Administration (FAA) has offered the Jackson Hole Airport Board a Grant Agreement in the amount of \$3,678,235 for Phase 5 – Paving and Install Drainage of the Construct Deicing Pad and Containment Facility project. (expanding deicing pad from three spots to five spots and procurement and installation of dispensing and collection systems). This project is currently underway. The Jackson Hole Airport Board approved this grant at its meeting on February 4, 2026.

Analysis & Key Questions.

This grant includes the traditional terms, conditions, and assurances contained in prior AIP and IJA grants. As a reminder, the Town is a co-sponsor of the grant, which provides, “the co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word “sponsor” as used in the application and other assurances is deemed to include all co-sponsors.”

This grant includes additional general and special conditions and assurances, including new grant assurances required by the FAA Reauthorization Act of 2024 and new conditions and assurances to reflect new Executive Orders, Executive Actions and priorities of the current Administration.

Possible Alternatives.

- 1) Not adopt Resolution 26-03, denying approval of the FAA Grant Agreement
- 2)

Comprehensive Plan & Priority Alignment.

- Common Value 3, Quality of Life, Principle 8.2 coordinating the provision of infrastructure and facilities needed for service delivery.
- Common Value 3, Sec. 6 supporting a diverse and balanced economy.

Fiscal Impact.

None.

Staff Impact.

The Town Clerk spent approximately 30 minutes preparing meeting materials and the Town Attorney spent 1 hour on the item.

Attachments or Links.

1. Resolution 26-03
2. FAA Grant Number 3-56-0014-089-2026

Suggested Motion.

I move to adopt Resolution 26-03, a resolution approving FAA Airport Improvement Grant Agreement Number 3-56-0014-089-2026 in the amount of \$3,678,235 for the Construct Deicing Pad and Containment Facility (Phase 5 – Paving and Install Drainage) project.

**TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 26-03**

A RESOLUTION PROVIDING APPROVAL FOR A GRANT TO CONSTRUCT DEICING PAD AND
CONTAINMENT FACILITY (PHASE 5 – PAVING AND INSTALL DRAINAGE)
GRANT NO. 3-56-0014-089-2026

WHEREAS, the Jackson Hole Airport Board (the “Board”) was organized as an airport board on January 17, 1968, pursuant to Wyoming Statute § 10-5-202; is deemed a joint power board pursuant to Wyoming Statute § 16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole Airport (“Airport”); and

WHEREAS, the Board is authorized to receive grants from the Federal Aviation Administration (“FAA”) for planning and/or improvements to the Airport; and

WHEREAS, the Board has received a grant offer from FAA authorized under the Infrastructure Investment and Jobs Act of 2021 for Phase 5 – Paving and Install Drainage of the construct Deicing Pad and Containment Facility project, in the amount of THREE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$3,678,235), and the Board desires to accept such grant; and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson, as co-sponsor, in order for the Board to receive such a grant.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept FAA Grant Number 3-56-0014-089-2026 in the amount of THREE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$3,678,235), for Phase 5 – Paving and Install Drainage of the Construct Deicing Pad and Containment Facility project as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2026.

TOWN OF JACKSON, WYOMING

By: _____
Arne Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

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

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

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

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

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

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

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-56-0014-089-2026 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

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

Steps You Must Take to Enter Into Agreement.

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

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

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **February 27, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](https://www.faa.gov/forms/index.cfm/go/document.information/documentID/1027511) <https://www.faa.gov/forms/index.cfm/go/document.information/documentID/1027511> within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](https://www.faa.gov/forms/index.cfm/go/document.information/documentID/186168) <https://www.faa.gov/forms/index.cfm/go/document.information/documentID/186168>, within 30 days of the end of each federal fiscal quarter.

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

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

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

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

Sincerely,

{{Sig_es_:signer1: signature}}

Jesse A. Lyman
Manager, Denver Airports District Office

DRAFT



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date **{{DateTime_es_.signer1.calc(now()):format(date," mmmm d, yyyy")}}**

Airport/Planning Area Jackson Hole Airport

Airport Grant Number 3-56-0014-089-2026 [Contract No. DOT-FA26NM-1001]

Unique Entity Identifier KELEZHCKXHL6

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated December 11, 2025, for a grant of federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

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

Construct Deicing Pad and Containment Facility (Phase 5 - Paving and Install Drainage)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L.

117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,678,235.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,678,235 for airport development or noise program implementation; and,

\$0 for land acquisition.

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

- a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

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

- b. **Budget Period:**

- i. For a single year Grant Offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.
- ii. For a multi-year Grant Offer, per the authority provided in 49 U.S.C. § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year Grant Offer (See Multi-Year Grant Special Condition, if applicable).

- c. **Appropriation Period of Availability and Expenditure:**

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 U.S.C. § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

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

e. Termination:

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

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as requested by the agreement;
 - 1. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
 - 2. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
 - 3. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
 - 4. The recipient requests that the FAA terminate the agreement under this section; or
 - 5. The FAA determines that termination of this agreement is in the public interest.

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

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

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

- 5. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 U.S.C. Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
- 7. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
- 8. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before February 27, 2026, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds and Mandatory Disclosure.**
- a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this Grant Agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

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

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

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

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

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

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

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

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

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

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

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

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

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. Audits for Sponsors.

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

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

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or
 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph (2)(a) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph(ii)(a) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
 - c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient is a private entity under this award:
 - a) is determined to have violated a prohibition in paragraph (2)(a) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
 - d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs (2)(b) or (3)(a) of this grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph (2)(a) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
 - e. *Definitions. For purposes of this grant award, term:*

- i. “Employee” means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. “Private Entity” means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - b) The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7102).
- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated December 2013, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
- 26. Co-Sponsor.** The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word “sponsor” as used in the application and other assurances is deemed to include all co-sponsors.
- 27. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

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

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

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

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable federal anti-discrimination laws.

31. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - (1) Additional conditions on the award;
 - (2) Consistent with 49 U.S.C Chapter 471, any remedy permitted under 2 C.F.R. §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or

- (3) Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

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

SPECIAL CONDITIONS

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

34. Airport Layout Plan (ALP). The sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA, and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).

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

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,

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

2. Inspection Schedule.

- i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
- ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

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

- i. Inspection date;
- ii. Location;
- iii. Distress types; and
- iv. Maintenance scheduled or performed.

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

36. Project Containing Paving Work in Excess of \$500,000. The sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - a. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - b. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - c. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
37. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

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

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

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

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

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

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

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

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

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

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

(Signature of Sponsor's Attorney)

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

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

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

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

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

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

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

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname}}

(Typed Name of Sponsor's Authorized Official)

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

(Title of Sponsor's Authorized Official)

Attested By:

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

(Signature of Sponsor's Attestation)

{{N_es_:signer5:fullname}}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer5:title}}

(Title of Sponsor's Attestation)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

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

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

(Signature of Sponsor's Attorney)

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

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

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

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

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

COUNTY OF TETON, WYOMING

(Name of Sponsor)

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

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer7:fullname}}

(Typed Name of Sponsor's Authorized Official)

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

(Title of Sponsor's Authorized Official)

Attested By:

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

(Signature of Sponsor's Attestation)

{{N_es_:signer8:fullname}}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer8:title}}

(Title of Sponsor's Attestation)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

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

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

(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

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

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

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

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

- e. Required Contract Provisions.

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

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

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

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

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of December 11, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

STAFF REPORT



Meeting Date:	February 17, 2026	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Third reading of Ordinance 1451: Amending the Official Zoning Map for the properties addressed at 252 & 254 East Simpson Ave	Public Comment:	Yes

Purpose & Policy Considerations.

Staff request to finalize a change to the Town's Official Zoning Map. This change rezones the subject properties from Office Residential (OR) to Public/Semi-Public (P/SP).

Recommendation.

Staff recommends approval.

Background.

On December 15, 2025, Council approved the zoning map amendment and directed staff to draft the ordinance. The first reading occurred on January 20, 2026 and the second reading occurred on February 2, 2026.

Analysis & Key Policy Questions.

All policy debates regarding the zone change were resolved during the December 15th meeting. The ordinance matches the amendment previously approved by Council.

- Key Question: Does this ordinance accurately reflect the zone change Council directed staff to prepare?
 - Yes.

Possible Alternatives.

- Not approve the ordinance.
- Continue the item to a future meeting.

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.

None.

Staff Impact.

Staff spent five hours drafting the ordinance and this staff report.

Attachments.

Ordinance 1451 – Zoning Map Amendment P25-156

Suggested Motions.

I move to approve Ordinance A on third reading and designate it Ordinance 1451.

ORDINANCE 1451

PURSUANT TO DIVISION 8.7.3 ZONING MAP AMENDMENT, DIVISION 1.7.2 ESTABLISHMENT OF ZONES AND OVERLAYS, AND DIVISION 1.7.3 OFFICIAL ZONING MAP INCORPORATED BY REFERENCE, OF THE LAND DEVELOPMENT REGULATIONS, CHANGING THE ZONING CLASSIFICATION FROM OFFICE RESIDENTIAL (OR) TO PUBLIC/SEMI-PUBLIC (P/SP) FOR LOTS 5 & 6, BLOCK 9, CACHE-2 ADDITION TO THE TOWN OF JACKSON (ADDRESSED AS 252 & 254 EAST SIMPSON AVENUE).

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

SECTION I.

That the owners of the property described herein have applied for a zoning map for said property in accordance with Division 8.7.3, Zoning Map Amendment, of the Land Development Regulations of the Town of Jackson.

SECTION II.

That on November 19, 2025, the Town of Jackson Planning Commission conducted a public hearing, reviewed the proposed zone change that is the subject of this ordinance, and recommended approval of said zone change.

SECTION III.

That the Jackson Town Council finds that the zone change that is the subject of this ordinance meets the criteria specified in Division 8.7.3, Zoning Map Amendment of the Land Development Regulations.

SECTION IV.

That, in accordance with Division 8.7.3, Zoning Map Amendment, Division 1.7.2 Establishment of Zones and Overlays, and Division 1.7.3 Official Zoning Map Incorporated by Reference, of the Land Development Regulations, the aforementioned application is hereby approved and the zoning classification of the real property described as LOTS 5 & 6, Block 9, Cache-2 Addition to the Town of Jackson, is hereby changed to Public/Semi-Public (P/SP).

SECTION V.

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

SECTION VI.

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 VII.

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. 1451 was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2025.

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	February 17, 2026	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning	Presenter:	Andrew Bowen
Agenda Item:	Second reading of Ordinances B and C: Text Amendments Related to Nonconforming Development, Parking Standards, and Administrative Adjustments	Public Comment:	Yes

Purpose & Policy Considerations.

Staff request to consider changes to the Town's Land Development Regulations. These changes make six targeted amendments to LDR sections concerning Nonconforming Physical Development, Parking Standards, and Administrative Adjustment (LDR 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 8.8.2).

Recommendation.

Staff recommends approval.

Background.

On November 17, 2025, Council approved the proposed amendments and directed staff to draft the ordinances. The first reading occurred on February 2, 2026.

Analysis & Key Policy Questions.

All policy debates regarding the text amendments were resolved during the November 17th meeting. The ordinance matches the amendment previously approved by Council.

- Key Question: Does this ordinance accurately reflect the text amendments Council directed staff to prepare?
 - Yes.

Possible Alternatives.

- Not approve the ordinances.
- Continue the item to a future meeting.

Comprehensive Plan & Priority Alignment.

Principle 6.3: Create a positive atmosphere for economic development.

Fiscal Impact.

None.

Staff Impact.

Staff spent five hours drafting the ordinance and this staff report.

Attachments.

Ordinances B and C

Suggested Motions.

I move to approve Ordinances B and C on Second reading.

ORDINANCE B

AN ORDINANCE AMENDING ARTICLE 1 GENERAL PROVISIONS, DIVISION 1.9, NONCONFORMITIES, 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.

Division 1.9.2.B, Maintenance, Alteration, Expansion, and Replacement, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

A. ...

B. ...

1. ...

2. ...

3. ...

a. ...

b. ...

c. ...

d. Nonconforming **Lot**, Bulk, and Form Standards. ~~This~~**These** standards shall not limit expansion of a building that is nonconforming with one or more of the following standards.

i. ...

ii. ...

iii. ...

iv. Building frontage;

v. Setback range;

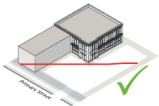
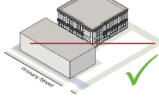
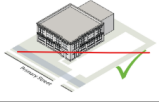
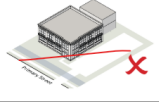
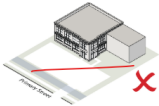
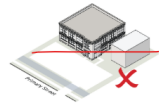
vi. **Street façade width;**

vii. **Parking setbacks.**

~~e. Nonconforming Building Facade Width.~~

~~i. **Additions.** Expansion of an existing building that is unable to meet the building facade width requirement must comply with the following provisions.~~

~~ii. **New Buildings.** Where a new building is being constructed on a lot with an existing building that doesn't meet the building facade width requirement, the following provisions apply.~~

	
Front Addition	Front New Building
Any addition to the front must be placed in the street setback range. The addition does not have to meet the required building facade width for the lot.	All new buildings must be placed in the street setback range until the required building facade width for the lot has been met.
	
Rear Addition	Rear New Building
Rear additions are allowed because the extension does not increase the degree of the nonconformity.	New buildings located outside of the street setback range are not allowed until the required building facade width for the lot has been met.
	
Side Addition	Side New Building
Side additions are not allowed because the extension increases the width of the building not located in the street setback range.	New buildings located outside of the street setback range are not allowed until the required building facade width for the lot has been met.

4. Replacement. A nonconforming physical development shall be brought into compliance with all applicable standards of these LDRs upon willful demolition **or addition** of any structural support for the portion of the physical development that is nonconforming. **Structural support generally includes foundations, load-bearing walls, roof trusses, and similar structural elements.** Except that this subsection shall not prohibit any of the following.

- a. ...
- b. ...
- c. **Interior Remodel.** Interior remodel of a nonconforming building including the relocation or expansion of windows and doors.

EXAMPLE: ...

- 5. ...
- 6. ...

C ...

(Ord. _____ § 2026; Ord. 1115 § I, 2016; Ord. 1158 § III, 2017; Ord. 1196 § I, 2018; Ord. 1199 § I, 2018; Ord. 1313 § I, 2022; [Ord. No. 1359](#), § 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 maximum of \$750.00 per day, per violation.

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2ND READING THE _____ DAY OF _____, 2026.

PASSED 3RD READING THE _____ DAY OF _____, 2026.

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 _____, 2026.

ORDINANCE C

AN ORDINANCE AMENDING ARTICLE 6, USE STANDARDS APPLICABLE IN ALL ZONES, DIVISION 6.2, PARKING AND LOADING STANDARDS, 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.

Division 6.2.2.A Required Parking, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

A. ...

1. **Administrative Adjustment.** The Planning Director may establish ~~a lesser parking requirement pursuant to the procedure of Section 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand or alternative transportation services available~~ lesser requirements for parking amount, stall lengths, or drive aisle widths pursuant to the procedure of Section 8.8.2, based on information from reliable sources demonstrating that a reduced standard is workable due to anticipated parking demand, alternative transportation services, or existing site conditions.

2. ...

B. ...

C. ...

D. ...

E. ...

F. ...

(Ord. _____ § 2026; Ord. 1125, 2016; Ord. 1152 § 1, 2016; Ord. 1163 § 10, 2017; Ord. 1170 § 2, 2017; Ord. 1196 § 1, 2018; Ord. 1198 § 1, 2018; Ord. 1313 § 1, 2022; Ord. 1339 § 1, 2023; Ord. 1364, § 1, 2024; Ord. 1368, § 1, 2024)

SECTION II.

Division 8.8.2. Administrative Adjustment, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

A. ...

B. ...

1. ...

2. ...

3. ...

4. ...

5. ...

6. ...

7. ...

8. ...

9. ...

10. ...

11. ...

12. ...

13. ...

14. ...

15. Parking stall length may be reduced by two (2) feet where a proposed change of use or redevelopment does not require additional on-site parking stalls to be developed.

16. Parking drive aisle width may be reduced to twenty feet (20') where a proposed change of use or redevelopment does not require additional parking stalls to be developed.

C. ...

D. ...

E. ...

F. ...

(Ord. _____ § 2026 Ord. 1366, § 1, 2024; Ord. 1368, § 1, 2024; Ord. 1389, § 2, 2024)

SECTION III.

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

SECTION IV.

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

SECTION V.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2ND READING THE _____ DAY OF _____, 2026.

PASSED 3RD READING THE _____ DAY OF _____, 2026.

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 _____, 2026.

STAFF REPORT



Meeting Date:	February 17, 2026	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Internal Services	Presenter:	Riley Hovorka
Agenda Item:	Ordinance D: An Ordinance Annexing the U.S.F.S. Parcel East of Nelson Dr. to the Town of Jackson	Public Comment:	Yes

Purpose & Policy Considerations.

This is the second reading of Ordinance D, an ordinance annexing the U.S.F.S. parcel east of Nelson Dr. to the Town of Jackson.

Recommendations.

Staff recommends that Council approve Ordinance D at second reading.

Background.

This ordinance was presented for first reading at the January 20, 2026 Town Council meeting.

Analysis & Key Policy Questions.

There are no new key policy questions to consider.

Possible Alternatives.

- 1) Approve Ordinance D on second reading
- 2) Continue second reading to a future meeting

Comprehensive Plan & Priority Alignment.

Principles 4.1 and 4.3 of the Comprehensive Plan to maintain Town as the central Complete Neighborhood and develop desirable residential neighborhoods, respectively. Plans to deed restrict future development within the annexed area advances Town goals to house at least 65% of the workforce locally.

Fiscal Impact.

Fiscal impacts of this item were presented and considered at the January 20, 2026 Town Council meeting.

Staff Impact.

Staff impacts of this item were presented and considered at the January 20, 2026 Town Council meeting.

Attachments or Links.

Ordinance D: An Ordinance Annexing the U.S.F.S. Parcel East of Nelson Dr. to the Town of Jackson.

Suggested Motion.

I move to approve Ordinance D: An Ordinance Annexing the U.S.F.S. Parcel East of Nelson Dr. to the Town of Jackson on second reading.

ORDINANCE D

AN ORDINANCE ANNEXING TO THE TOWN OF JACKSON, WYOMING A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 116 WEST, 6TH P.M, TETON COUNTY, WYOMING (GENERALLY LOCATED TO THE EAST OF NELSON DRIVE)

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

SECTION I.

The Town of Jackson hereby finds as follows:

- a. That the United States Forest Service, owner of the parcel of land located in the West Half of the Northwest Quarter of Section 35, Township 41 North, Range 116 West, 6th P.M, Teton County, Wyoming, has petitioned the Town Council of the Town of Jackson, Wyoming to annex the real property described herein and to make it a part thereof; and
- b. That a legal description and an accurate map and survey of the parcel of land located in the West Half of the Northwest Quarter of Section 35, Township 41 North, Range 116 West, 6th P.M, Teton County, Wyoming were prepared by Lucas D. Rudolph, a Professional Land Surveyor, licensed in the State of Wyoming, and are attached hereto and incorporated herein as *Exhibit A* and *Exhibit B*;
- c. That the conditions required by W.S. § 15-1-402 for the annexation of the parcel of land located in the West Half of the Northwest Quarter of Section 35, Township 41 North, Range 116 West, 6th P.M, Teton County, Wyoming exist in that:
 - a. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and the Town of Jackson;
 - b. The annexation of the area constitutes a natural, geographical, economical, and social part of the Town of Jackson;
 - c. The area is a logical and feasible addition to the Town of Jackson and the extension of basic and other services customarily available to residents of the Town of Jackson will, within reason, be available to the area;
 - d. The area is contiguous with and adjacent to the Town of Jackson, and the area meets the requirements of W.S. § 15-1-407;
 - e. The Town of Jackson does not own or operate its own electrical utility, and, as such, the Town Council is prepared to issue franchises, or amend current franchises, as necessary to serve the area pursuant to W.S. §15-1-410; and

SECTION II.

That all the real property described in Exhibit A is hereby annexed to the Town of Jackson, Teton County, Wyoming, and shall become a part thereof.

SECTION III.

Upon this Ordinance taking effect, the corporate limits of the Town of Jackson and boundary lines thereof shall show and include the real property described in Exhibit A as being within the Town of Jackson.

SECTION VI.

The Official Zoning District Map of the Town of Jackson is hereby amended to include the property described in Exhibit A in the Neighborhood Medium Density – 2 zoning district. If subject to the scenic

resources overlay and/or natural resources overlay designations on the current Teton County zoning map, said designation shall also apply after the property is annexed into the Town.

SECTION V.

The Clerk of the Town of Jackson is hereby authorized and directed to file a certified copy hereof with the County Clerk of Teton County, Wyoming.

SECTION VI.

Sections, paragraphs, sentences, clauses and phrases of this ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance is declared illegal or unconstitutional, such illegality or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections.

SECTION VII.

This Ordinance shall be in full force and effect upon its publication.

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2ND READING THE _____ DAY OF _____, 2026.

PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2026.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

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 & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2026. I further certify that the foregoing Ordinance was duly recorded on page ____ in Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Hovorka, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: February 17, 2026

RE: Town Manager's Report

Town Receives \$1M in Congressionally Directed Spending for project on Snow King Avenue

Representative Harriet Hageman submitted a request for funding for the Town of Jackson in the most recent federal budget. The request was for an appropriation in the FY25 Interior, Environment, and Related Agencies Appropriations Bill to fund the Snow King Complete Street Project. This funding will help construct necessary improvements along Scott Lane and Maple Way at Snow King Avenue to update water and wastewater utility upgrades in the corridor and realign Simon Lane at the north end of the intersection to directly align with Snow King Ave where the intersection is currently offset from Scott Boulevard. The Town's request and grant through this program is for \$1,000,000 for EPA Clean Water funding to help cover the costs of sewer infrastructure upgrades to occur concurrently with streetscape improvements. The estimated total cost of this project is \$3,075,000. With approval of the Town Manager's report, staff will draft and have the Mayor sign a letter of gratitude to Representative Hageman.

Anonymous \$25K Gift for Aspen Hill Cemetery

At the end of 2025, the Town received an anonymous gift for 'Cemetery Improvements' at the Aspen Hill Cemetery from a donor advised fund at the Community Foundation for \$25,000. Public Works' proposed five-year Capital Improvement Plan and forthcoming master plan includes several projects that would be well suited for the use of these funds, which could potentially include the following: a new front entrance gate, an equipment storage building, a memorial cenotaph for unmarked burial areas, or ground-penetrating radars to confirm burial locations. The Town is grateful for the donor's generosity and consideration of the Town as a steward for these funds.

Climate Smart Communities Initiative Grant

The Climate Smart Communities Initiative is seeking applications for up to \$110,000, with no match required, to support climate adaptation assessment, community engagement, and preparatory planning activities. The Teton Resilience Network has invited the Town of Jackson to participate in a joint application involving the Town, a community-based organization, and a Certified Adaptation Professional, noting strong alignment with the Town's existing sustainability goals, the absence of other current awardees in Wyoming, and the opportunity to position Jackson as an early mover in addressing emerging climate risks. Town staff seek approval to participate as a co-applicant in this effort and to provide formal support for the application. Grant funds would be awarded directly to the Certified Adaptation Professional, who would serve as

the primary applicant and fiscal agent, managing all aspects of the project including budgeting, reporting, and compliance, and distributing funds to project partners as appropriate. The proposed scope of work includes a climate vulnerability and adaptation capacity assessment, stakeholder and community engagement, and facilitated sense-making to inform future local decision-making. Town staff involvement would be limited to participation in orientation workshops, data sharing, and visible institutional support; the Town would have no fiduciary responsibility for the grant. The Certified Adaptation Professional and Teton Resilience Network plan to apply for this grant without support from the Town's grant writers. If the project is awarded, a Memorandum of Agreement with the Town will be required. Upon approval of this Town Manager's report, staff will work with Dr. Alan Bush, Certified Adaptation Professional, and the Teton Resilience Network to complete and submit the application, including having the Mayor sign the attached letter of support.



TOWN OF JACKSON

February 20, 2026

Climate Smart Communities Initiative Review Committee
c/o Climate Resilience Fund

Re: Letter of Support for CSCI Application for **"From Plans to Practice: Assessing Adaptive Capacity in Jackson and Teton County, WY"**

Dear Selection Committee,

The Town of Jackson is pleased to express its support for the application by Dr. Alan Bush (Adaptation Professional) and Teton Resilience Network (Community-Based Organization) to the Climate Smart Communities Initiative (CSCI) for the project titled "From Plans to Practice: Assessing Adaptive Capacity in Jackson and Teton County, WY". The Town recognizes the importance of advancing proactive climate resilience planning and action and affirms that this proposed work aligns with our local priorities to strengthen resilience to climate-related risks.

If awarded CSCI grant funding, the Town of Jackson commits to active participation as a local government partner in a project led by Dr. Alan Bush, the identified adaptation professional, in collaboration with the Teton Resilience Network as a community partner. The Town understands that the adaptation professional will serve as the project lead and coordinator, and that the Town's role is to engage collaboratively, provide access to relevant data, and support implementation-relevant activities throughout the grant period, including:

- Attending the required 1.5-hour CSCI orientation session and the 1.5-hour Steps to Resilience orientation session at the start of the grant period.
- Working collaboratively with project partners throughout the 12-month period to co-create a detailed project budget and to advance the development or implementation of the climate resilience plan or project.
- Supporting data sharing, internal coordination, and community engagement as needed to help achieve the outcomes described in the proposal and will participate in follow-up reporting, including the post-grant survey.

The Town of Jackson understands the obligations associated with the grant period and affirms our willingness to fulfill them in support of successful project execution. We look forward to the opportunity to work collaboratively with all partners to enhance our community's resilience.

Sincerely,

Arne O. Jorgensen

Mayor

Town of Jackson

307-733-3932 x1111

ajorgensen@jacksonwy.gov