

Regular Town Council Meeting

May 4, 2026

6:00 PM

Town Council Chambers

Chair: Arne Jorgensen

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

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

- A. To join, click link or copy it to your browser: <https://us02web.zoom.us/j/81908093372?pwd=uZUa3YFRJNbsrMI02AKwnck0euO6ub.1>
Or join at zoom.com with Webinar ID: **819 0809 3372** and Password: **83001** or by phone: **+1 669 900 9128**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Mental Health Awareness Month
 - 2. National Bike Month and Bike to Work Day
 - 3. National Police Week

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. April 13, 2026 Special Meeting
 - 2. April 20, 2026 Workshop
 - 3. April 20, 2026 Regular Meeting
- B. Disbursements
- C. East Broadway Storm Inlets Project Bid Award (Bid #25-09) (Brian Lenz)
- D. Employee Reviving Right of First Purchase or Rental Agreement (Roxanne Robinson)

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.

- E. Partial Vacation without Replat at 180 South King Street and 145 East Simpson Avenue (P26-037) (Tyler Valentine)

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

- A. External Affairs
 - 1. Working Agreements Check-In & Council Pay Philosophy (Susan Scarlata, 25 mins)
- B. Internal Services
 - 1. Application for a New Restaurant Liquor License at 975 Alpine Ln. Suite #2 (Lynsey Lenamond, 10 mins)
- C. Legal
 - 1. Town Square Policy (Lea Colasuonno, 25 mins)
- D. Planning & Building
 - 1. Demolition Permit Applications for 335 and 325 Redmond Street (Dem26-0002, Dem26-0003, Dem26-0004) (Paul Anthony, 10 mins)
 - 2. Demolition Permit Stay Request for 580 E. Hansen Street (Dem26-0007) (Paul Anthony, 10 mins)
- E. Public Works
 - 1. Stilson Transit Center: 2022 Transportation Alternatives SPET Allocation (Johnny Ziem, 25 mins)
 - 2. Snow King Sports & Event Center Bleacher and Locker Room Project (Johnny Ziem & Tyler Sinclair, 30 mins)

VI. RESOLUTIONS

- A. Resolution 26-06: Authorizing the Animal Shelter to Submit an Application for the Old Bill's Fun Run (Lynsey Lenamond)
- B. Resolution 26-07: Authorizing Victim Services to Submit an Application for the Old Bill's Fun Run (Lynsey Lenamond)
- C. Resolution 26-08: FY26 Budget Amendment #3 (Kelly Thompson & Tyler Sinclair)

VII. ORDINANCES

- A. Ordinances F and G: Ordinances Amending Title 5: Business Licenses and Regulations and Title 9: Public Peace, Morals, and Welfare (Third Reading, to be designated Ordinances 1457 and 1458)
 - 1. Ordinance F: An Ordinance Amending Title 5 Regarding Business Licenses and Regulations
 - 2. Ordinance G: An Ordinance Amending Title 9 Regarding Public Peace, Morals, and Welfare
- B. Ordinance B: An Ordinance Amending Water and Sewer Rates (Second Reading)
- C. Ordinance C: An Ordinance Regarding Water Efficiency (Irrigation) Restrictions (Second Reading)

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

- D. Ordinance D: An Ordinance Amending Title 12 Regarding Special Events (Lea Colasuonno, First Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

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.

MENTAL HEALTH AWARENESS MONTH

Recognizing May 2026 as Mental Health Awareness Month

WHEREAS, Mental Health Awareness Month has been observed in the US since 1949, with the goal of addressing the challenges that those with mental health conditions face; and

WHEREAS, 1 in 5 Wyoming adults experience mental illness each year and 33,000 have a serious mental illness; and

WHEREAS, 7,000 Wyoming adolescents have serious thoughts of suicide each year; and

WHEREAS, 5,538 calls were made to Wyoming’s 988 Suicide & Crisis Line call centers in 2023; and

WHEREAS, with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, I, Arne Jorgensen, Mayor of the Town of Jackson, do hereby proclaim May 2026 as Mental Health Awareness Month. I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Jackson to continue committing our community to increasing awareness and understanding of mental health, the steps we all can take to protect our mental health, and the need for accessible services for all people with all stages of mental illnesses.

DATED THIS 4th DAY of MAY 2026.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

NATIONAL BIKE MONTH and BIKE TO WORK DAY

WHEREAS, since 1956, May has been celebrated nationwide as National Bike Month; and

WHEREAS, a flagship event of this celebration is National Bike to Work Day, observed this year on May 15, 2026; and

WHEREAS, bicycling is a clean, low-impact mode of transportation that reduces greenhouse gas emissions, improves air quality, and lessens our community's reliance on fossil fuels; and

WHEREAS, bicycling supports public health by incorporating physical activity into daily routines and contributing to overall well-being; and

WHEREAS, bicycling provides an affordable transportation option that reduces household expenses while helping to ease traffic congestion on our roadways; and

WHEREAS, bicycling access and safety are essential components of a balanced and effective local transportation system, and the Town of Jackson is committed to planning, funding, and implementing infrastructure and policies that improve connectivity and ensure safe travel for people of all ages and abilities.

NOW, THEREFORE, I, Arne Jorgensen, Mayor of the Town of Jackson, do hereby proclaim May 2026 as National Bike Month in Jackson, and May 15, 2026 as National Bike to Work Day, and encourage Town of Jackson employees, as well as all community members who are able, to ride their bicycles to work on May 15th.

DATED THIS 4TH DAY OF MAY, 2026.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

National Police Week

May 10-16, 2026

WHEREAS, in 1962, President John Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the week in which it falls as National Police Week; and

WHEREAS, National Police Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community and to give special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, there are over 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Jackson Police Department who play an essential role in safeguarding the rights and freedoms of the citizens of Jackson; and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their local police, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting against violence or disorder, by protecting the innocent against deception, and the weak against oppression or intimidation; and

WHEREAS, in 2025, the Jackson Police Department responded to an average of 37 calls for service each day, which included 666 vehicle collisions, 197 medical assists, 309 alarm responses, 4,919 traffic stops, and 128 stops for driving under the influence, among other calls.

NOW THEREFORE, BE IT RESOLVED that I, Arne Jorgensen, Mayor of the Town of Jackson, call upon all citizens to observe the week of May 10th thru May 16th, as Police Week by commemorating and thanking our police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities.

DATED THIS 4th DAY OF MAY 2026.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk



TOWN COUNCIL PROCEEDINGS - UNAPPROVED

APRIL 13, 2026

JACKSON, WYOMING

The Jackson Town Council held a special session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:31 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, David Garcia, Lea Colasuonno, Susan Scarlata, Tony Mathews, Russ Ruschill, Kelly Thompson, and Riley Hovorka. *Via Zoom*: Roxanne Robinson, April Norton, Paul Anthony, Zolo, and Tyler Valentine.

Ordinances. A motion was made by Alyson Spery and seconded by Jonathan Schechter 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 Title 12 Regarding Streets and Other Public Places.

AN ORDINANCE AMENDING CHAPTER 12.10, PARKLETS, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Alyson Spery and seconded by Devon Viehman to approve Ordinance A, amending Title 12 Streets and Other Public Places, on first reading. A friendly amendment was made by Devon Viehman and accepted by Alyson Spery to correct first reading to second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

FY27 Budget Overview. Tyler Sinclair, Kelly Thompson, and Johnny Ziem made staff comment. Council held discussion with staff.

Council recessed at 3:18 pm and reconvened at 3:26 pm.

Discussion continued. No motion was made.

Adjourn. A motion was made by Alyson Spery and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 4:36 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: April 22, 2026

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

APRIL 20, 2026

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Lea Colasuonno, Johnny Ziem, Michelle Weber, Tanya Anderson, David Garcia, Susan Scarlata, Paul Anthony, and Lynsey Lenamond. *Via Zoom.* Brian Lenz, Roxanne Robinson and Kelly Thompson.

Stormwater Utility Fees Policy. Johnny Ziem and Tyler Sinclair made staff comment. Council held discussion with staff. Jennifer Evans made public comment. No action was taken.

Joint Powers Agreement Updates. Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment.

Council recessed at 3:09 pm and reconvened at 3:35 pm.

Council continued discussion with staff. A motion was made by Jonathan Schechter and seconded by Devon Viehman to direct staff to prepare a proposal to Teton County for Council consideration at a future meeting that includes the following discussion points:

1. General consistency with Alternative 2 in the staff report dated April 20.
2. Establishes an overall goal to consider additional revenue to meet Town and County needs.
3. Placement of a general penny of sales tax on the November 2028 general election ballot along with discussion of the desired use the 6th and 7th cent for general or specific purposes.
4. Discusses a new funding split for all joint efforts included in the 2024 Joint Funding MOU until fiscal year 2029, and postpones discussion of all joint efforts until after the general election in 2028.
5. Uses a third-party facilitator to lead this discussion.

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

Potential Changes to Bear Conflict Zone. Tanya Anderson made staff comment. Council held discussion with staff. Amy Kuszak, Sheena Patel and Kalisa Poinsett made public comment. A motion was made by Alyson Sperry and seconded by Devon Viehman to direct staff to expand the Bear Conflict Zone to Phase 1 by August 1, 2026, to Phase 2 by August 1, 2027, to incorporate reporting into the annual Ecosystem Health Indicator Report, and to return to Council in 2028 to discuss potential future changes. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Board and Commission Reports & Meeting Check-In Council discussed the Snake River Watershed Conference, the Parks & Rec board meeting and the Town’s sponsorship of a sister city celebration with Tlaxcala.

Council Priorities. Tyler Sinclair reviewed Council’s Working Calendar. Council held discussion with staff.

Adjourn. A motion was made by Kevin Regan and seconded by Alyson Sperry to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:42 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Lynsey Lenamond, Deputy Town Clerk

Minutes: II. Publish JH News & Guide: April 29, 2026

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

APRIL 20, 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, Kevin Regan, and Alyson Spery.

STAFF: Tyler Sinclair, Katelyn Page, David Garcia, Lea Colasuonno, Susan Scarlata, Johnny Ziem, Paul Anthony, Michelle Weber and Lynsey Lenamond. *Via Zoom*: Kelly Thompson, Andy Erskine and Roxanne Robinson.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. Mayor Jorgensen read proclamations for National Apprenticeship Week and Spring Clean Up. Devon Viehman read a Proclamation of Gratitude to State Legislators. Mayor Jorgensen introduced Andie Abad, intern at the Police Department. Michelle Weber made staff comment on the intern and scholarship program.

Public Comment. Marty Camino made public comment.

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

A. **Meeting Minutes.** To approve minutes from the April 6, 2026 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. 8TH LAYER TECHNOLOGIES, LLC \$3,000.00; ACE EQUIPMENT & SUPPLY \$9,661.97; ACE HARDWARE \$2,291.31; ADVANCED NETWORK MANAGEMENT, INC. \$29,314.70; ALDER ENVIRONMENTAL LLC \$466.75; AMAZON \$639.56; ANTLER MOTEL, INC. \$4,410.00; AT&T \$319.22; BEST BEST & KRIEGER \$8,207.50; BIG R RANCH & HOME \$156.45; BISON LUMBER \$215.30; BLUE SPRUCE CLEANERS, INC. \$220.36; BOLAND, ANITA \$2,328.85; BURKHOLDER, SHAWN \$2,141.61; CARPET BROTHERS LLC \$5,348.39; CASELLE INC. \$2,388.00; CENTURYLINK \$12.42; CLIMB WYOMING \$1,531.25; CONRAD & BISCHOFF INC. \$38,002.47; CONTROL SYSTEM TECHNOLOGY, INC. \$79,016.50; CORE & MAIN LP \$10,427.60; CREATIVE ENERGIES, LLC \$3,440.00; DEAN'S PEST CONTROL LLC \$355.00; DELTA DENTAL PLAN OF WYOMING \$7,141.35; DEX IMAGING \$534.38; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$150.00; DOOLEY ENTERPRISES, INC. \$4,099.19; E.R. OFFICE EXPRESS \$284.89; E1 HVAC LLC \$783.30; ELAN ONE CARD \$29,961.95; ETNA TRADE PARK LLC \$4,062.00; FABRIC LABS, INC. \$1,173.00; FERGUSON ENTERPRISES, INC. \$480.89; FLORES, JUANITA \$640.00; GANNETT PEAK SURVEYING, LLC \$187.50; GILLIG LLC \$4,023.83; GRIFFITH PARTNERSHIP LLC \$1,760.00; HD FOWLER COMPANY \$2,025.30; HIGH COUNTRY LINEN \$1,499.90; HIRST APPLGATE, LLP \$2,085.04; HOYT ARCHITECTS LLC \$6,650.00; INTERSTATE BATTERY \$1,275.60; IVY OUTDOOR SERVICES LLC \$9,263.93; JACKSON GROUP LOCKBOX \$4,212.09; JACKSON HOLE LAW, PC \$3,502.50; JACKSON HOLE NEWS & GUIDE \$2,521.00; JACKSON LUMBER INC \$280.80; KENWORTH SALES COMPANY DEPT #1 \$578.00; KI'S SERVICES INVESTMENTS LLC \$2,975.00; LAKESIDE AUTO GLASS \$230.76; LEONARD PETROLEUM EQUIPMENT \$9,687.30; LOCAL GOV'T LIABILITY POOL \$1,000.00; LOWER VALLEY ENERGY INC \$41,925.96; MACY'S SERVICES \$75.81; MASTERCARE CLEANING JH, LLC \$546.36; MERIDIAN ENGINEERING P.C. \$204.35; MERIDIAN RAPID DEFENSE GROUP LLX \$33,151.36; METROQUIP INC \$1,949.92; MORRISON-MAIERLE, INC. \$19,661.50; MSC INDUSTRIAL SUPPLY CO \$756.73; NAPA AUTO PARTS INC. \$616.25; NAVIGATE, LLC \$15,813.75; NELSON ENGINEERING \$24,062.25; OPS STRATEGIES, LLC \$5,075.00; OTIS ELEVATOR COMPANY \$502.26; OUTBACK LANDSCAPE OF WYOMING, LLC \$375.00; PREMIER CLEANING SERVICES LLC \$4,212.00; PRESBYTERIAN CHURCH OF JACKSON HOLE \$185,815.50; PRITCHARD, JASON \$155.00; QUADIENT FINANCE USA, INC \$1,895.13; R & A SAFETY LLC \$387.00; RAD CURBSIDE, LLC \$123.00; RAMANATHAN, BRINDA \$2,500.00; RON'S TOWING LLC \$3,950.00; SAFETY SUPPLY & SIGN CO., INC. \$16,600.00; SCHUPMAN, CHARLES \$155.00; SCHWARTZ, ANDY \$5,000.00; SHERWIN-WILLIAMS CO. \$41.11; SILVERSTAR \$6,129.78; SKIDATA, INC. \$758.00; SLUDER, KELLY \$2,030.12; SMITH PSYCHOLOGICAL SERVICES \$1,200.00; SMITH, MEGAN AMANDA \$6,250.00; SOSA'S JANITORIAL SERVICE \$7,650.00; SPACE EXPLORATION TECHNOLOGIES CORP \$660.00; SPRING CREEK ANIMAL HOSPITAL \$1,162.65; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; ST JOHN'S HOSPITAL \$65.00; STONE'S TOWN AND COUNTRY MOTORS, INC. \$866.97; SUNRISE ENVIRONMENTAL \$444.53; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; SWICEGOOD, WYATT \$986.00; TETON COUNTY HISTORIC \$13,425.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$366.00; TETON COUNTY SHERIFF'S-JAIL \$1,400.00; TETON COUNTY TREASURER \$81,914.87; TETON COUNTY-FUND 10 \$587,031.62; TETON TRASH REMOVAL, INC. \$120.00; TETON TRUST FOR HISTORIC PLACES \$15,000.00; THE AFTERMARKET PARTS COMPANY, LLC \$8,167.59; THOMSON WEST \$1,245.48; T-MOBILE \$62.70; TMSC LLC \$9,555.00; TREFONAS LAW, P.C. \$195.00; VIRGINIAN VILLAGE CONDO HOA \$1,350.00; WBC PROPERTIES \$2,150.00; WEST FORK CONSTRUCTION \$279,155.08; WESTERN STATE \$730.70; WILSON HARDWARE \$6.64; WILSON, JOHN \$2,400.00; WRENCH IT PLUMBING & HEATING INC \$100.00; WY CHILD SUPPORT ENFORCEMENT \$452.30; WYOMING DEPARTMENT OF TRANSPORTATION \$104.63; WYOMING FIRST AID & SAFETY \$406.73; WYOMING IMMIGRANT ADVOCACY \$3,750.00; WYOMING LAW ENFORCEMENT ACADEMY \$190.00; WYOMING.COM INC \$5.00; YELLOW IRON WASTE, LLC \$2,174.00; YELLOWSTONE-TETON CLEAN \$17,027.80; YSI INCORPORATED \$917.41; ZOOM VIDEO COMMUNICATIONS, INC \$385.53

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

D. **Tree City USA Arbor Day.** To approve the Town Of Jackson's Arbor Day proclamation for 2026.

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

Veterinary Pulse Alliance Fee Waiver Request for Tenant Improvements at 520 S. Hwy 89. Katelyn Page and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Sperry to approve the fee waiver request submitted by Veterinary Pulse Alliance for all eligible building permit review fees associated with permit B26-0048, including any addendum review fees, based on a finding that the project provides extraordinary community benefit to the residents of Jackson. Mayor Jorgensen called for the vote. The vote showed all opposed. The motion failed.

Community School Expansion Conditional Use Permit & Fee Waiver Request. Katelyn Page made staff comment. Council held discussion with staff. Ted Smith and George Putnam made comment on behalf of the applicant. There was no public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve Conditional Use Permit P26-013, as conditioned, based upon the findings of approval, the departmental reviews, and subject to the staff report dated April 20, 2026. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve the fee waiver request submitted by Jackson Hole Community School for all eligible building permit review fees associated with CUP P26-013, including any addendum review fees, based on a finding that the project provides extraordinary community benefit to the residents of Jackson. Mayor Jorgensen called for the vote. The vote showed 1-4 with Devon Viehman, Jonathan Schechter, Kevin Regan and Mayor Jorgensen opposed. The motion failed.

Resolution 26-05: A Resolution Providing Approval for a Grant to Rehabilitate South Taxiway A (Phase I – Design). Lynsey Lenamond made staff comment. Council held discussion with staff. Jim Elwood made comment on behalf of the applicant. There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan for adoption of the proposed Resolution, and approval of FAA Airport Improvement Grant Agreement Number 3-56-0014-090-2026 in the amount of \$1,805,522 to Rehabilitate South Taxiway A (Phase I – Design). Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance A: An Ordinance Amending Title 12 Regarding Streets and Other Public Places.

AN ORDINANCE AMENDING CHAPTER 12.10, PARKLETS, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve Ordinance A amending Title 12 Streets and Other Public Places on third reading and designate it Ordinance 1456. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance F: An Ordinance Amending Title 5 Regarding Business Licenses and Regulations.

AN ORDINANCE AMENDING TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.04, BUSINESS LICENSES – GENERALLY; CHAPTER 5.06, COMMERCIAL AND NONCOMMERCIAL SOLICITATION; CHAPTER 5.20, INSTALLATION PERMIT – EXPOSITIONS AND OUTDOOR SALES, AND CHAPTER 5.22, PERFORMERS OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

Ordinance G: An Ordinance Amending Title 9 Regarding Public Peace, Morals, and Welfare.

AN ORDINANCE AMENDING CHAPTER 9.52, INJURY TO OR DESTRUCTION OF PUBLIC PROPERTY, OF TITLE 9, PUBLIC PEACE, MORALS AND WELFARE, OF THE CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Jonathan Schechter and seconded by Alyson Sperry to approve Ordinances F and G on second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance B: An Ordinance Amending Water and Sewer Rates.

AN ORDINANCE AMENDING SECTIONS 13.04.050 SUPPLY — HOW OBTAINED—CAPACITY FEES,

13.04.300 WATER RATES, OF CHAPTER 13.04, WATER SYSTEM, AND SECTIONS 13.08.013 WASTEWATER RATES, 13.08.020 WASTEWATER CAPACITY FEES, AND 13.08.070 PERMIT FOR SEPTIC TANK PUMPING, OF CHAPTER 13.08, SEWERAGE DISPOSAL SYSTEM, OF TITLE 13, UTILITIES, REGARDING ADJUSTING UTILITY RATES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING

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

Ordinance C: An Ordinance Regarding Water Efficiency (Irrigation) Restrictions.

AN ORDINANCE AMENDING 13.04.140, REGULATION OF WATER FOR SPRINKLING PURPOSES, OF TITLE 13, UTILITIES, OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING WATER FOR IRRIGATION.

There was no public comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve Ordinance C 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 & Meeting Check-In. Lea Colosuonno and Tyler Sinclair made staff comment regarding Community Center for the Arts request on receiving sponsorship from Snake River Brewery. A motion was made by Jonathan Schechter and seconded by Devon Viehman to direct staff to present the item for the Snake River Brewery sponsorship of the Center for the Arts at the next available Council meeting. There was no public comment. Mary Camino made comment on behalf of Center for the Arts. 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 Mountain Town 2030 Anchor Communities, temporary sign permits for Central Wyoming College, Moose Rugby, Sublette County Rock Hounds, and Becoming Jackson Hole, the Virginian project Option Agreement Expiration, and WAM Summer Convention and Delegates. A motion was made by Kevin Regan and seconded by Alyson Sperry to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Sumayah Holden made comment on behalf of Veterinary Pulse Alliance.

Adjourn. A motion was made by Devon Viehman and seconded by Jonathan Schechter to adjourn to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:25 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Lynsey Lenamond, Deputy Town Clerk

Minutes: II. Publish JH News & Guide: April 29, 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
6350	4IMPRINT	31292630	PENS	04/09/2026	265.19	.00	
Total 6350:					265.19	.00	
7848	5M DEVELOPMENT	041526	RELEASE BOND B23-0142 405 T	04/15/2026	72,356.00	72,356.00	04/15/2026
Total 7848:					72,356.00	72,356.00	
328	842-NCPERS GROUP WYOMIN	842052026	PAYROLL DEDUCTIONS	05/01/2026	64.00	.00	
Total 328:					64.00	.00	
7850	AARDVARK EXCAVATING LLC	1749	BOULDER WORK IN RIVER	04/11/2026	1,800.00	.00	
Total 7850:					1,800.00	.00	
425	ACE EQUIPMENT & SUPPLY	180210	POLY CONV WAF & POLY WAFE	04/02/2026	797.37	.00	
Total 425:					797.37	.00	
51	ACE HARDWARE	937597	FLAG MARK	03/13/2026	13.50	.00	
51	ACE HARDWARE	938543	CARPET CLEANER	03/24/2026	26.99	.00	
51	ACE HARDWARE	938570	ELBOW	03/24/2026	11.99	.00	
51	ACE HARDWARE	939058	GARDEN SPRAYER	03/31/2026	21.99	.00	
51	ACE HARDWARE	939230	BATTERIES	04/01/2026	63.96	.00	
51	ACE HARDWARE	939289	SMOKE ALARM BATTERY	04/02/2026	104.97	.00	
51	ACE HARDWARE	939420	WOOD SHIMS	04/03/2026	2.99	.00	
51	ACE HARDWARE	939451	SANDSCREEN & CAULK	04/04/2026	8.48	.00	
51	ACE HARDWARE	939539	KEY	04/06/2026	7.99	.00	
51	ACE HARDWARE	939650	JOINT CEMENT	04/07/2026	33.98	.00	
51	ACE HARDWARE	939680	BATTERIES	04/07/2026	39.98	.00	
51	ACE HARDWARE	939725	WASHERS & NUTS	04/08/2026	10.47	.00	
51	ACE HARDWARE	939742	P TRAP	04/08/2026	3.00	.00	
51	ACE HARDWARE	939756	SEALANT & PAINTBRUSH	04/08/2026	79.98	.00	
51	ACE HARDWARE	939839	FLOORSHELL, PLUNGER & SEA	04/09/2026	119.97	.00	
51	ACE HARDWARE	939840	LINEAR LAMP	04/09/2026	29.99	.00	
51	ACE HARDWARE	939910	SEALANT & PUTTY KNIFE	04/09/2026	44.48	.00	
51	ACE HARDWARE	939912	MAP PRO GAS	04/09/2026	17.99	.00	
51	ACE HARDWARE	939925	HOLE DOZER	04/09/2026	21.99	.00	
51	ACE HARDWARE	939969	ANCHOR WEDGE & DRILL BIT	04/10/2026	45.37	.00	
51	ACE HARDWARE	939999	ROUTER BIT	04/10/2026	44.99	.00	
51	ACE HARDWARE	940036	ROUTER BIT	04/10/2026	44.99	.00	
51	ACE HARDWARE	940038	SCREWS, BOLTS, WASHERS	04/10/2026	5.35	.00	
51	ACE HARDWARE	940153	LINCH PIN	04/13/2026	12.76	.00	
51	ACE HARDWARE	940155	LAG SCREWS	04/13/2026	7.60	.00	
51	ACE HARDWARE	940173	WIRE LOCK	04/13/2026	18.76	.00	
51	ACE HARDWARE	940298	SAWZAL BLADE	04/14/2026	26.99	.00	
51	ACE HARDWARE	940352	JIG BLADE	04/14/2026	9.99	.00	
51	ACE HARDWARE	940382	JOINT CEMENT	04/15/2026	46.98	.00	
51	ACE HARDWARE	940474	FAUCET	04/15/2026	209.97	.00	
51	ACE HARDWARE	940486	SPLY FCT	04/15/2026	29.98	.00	
51	ACE HARDWARE	940491	SABER TORX	04/15/2026	11.59	.00	
51	ACE HARDWARE	940590	FLEX TAPE	04/16/2026	29.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	940607	BOLT EYE LAG & CHN CRB STL	04/16/2026	41.84	.00	
51	ACE HARDWARE	940611	ROLLERS, SANDERS & SPONG	04/16/2026	28.95	.00	
51	ACE HARDWARE	940643	VELCRO & HINGES	04/17/2026	25.46	.00	
51	ACE HARDWARE	940683	CLOROX WIPES & SEALANT	04/17/2026	44.97	.00	
51	ACE HARDWARE	940815	BALL VALVE	04/18/2026	74.97	.00	
51	ACE HARDWARE	940967	PUMP CHANNEL PLIERS	04/20/2026	49.99	.00	
51	ACE HARDWARE	940974	WAX RING, RACK SAC, ROLLER	04/20/2026	28.44	.00	
51	ACE HARDWARE	940984	SCREWS	04/20/2026	12.59	.00	
51	ACE HARDWARE	940993	RATCHET & SOCKET	04/20/2026	66.98	.00	
51	ACE HARDWARE	941132	BATTERY, BOLTS, WASHERS &	04/21/2026	21.56	.00	
Total 51:					1,465.83	.00	
6861	ADVANCED NETWORK MANAG	IN115119	M7 RACK, CAT8200, PHONES	02/16/2026	1,419.56	.00	
Total 6861:					1,419.56	.00	
2269	AFLAC	702229	ACCOUNT #y9599	04/25/2026	1,515.48	1,515.48	05/01/2026
Total 2269:					1,515.48	1,515.48	
7847	ALLEN, PAUL	04072026	PHYSICAL	04/07/2026	155.00	.00	
Total 7847:					155.00	.00	
5726	AMAZON	136X-1DLR-W	CARPET CLEANER & STAIN RE	03/28/2026	224.02	.00	
5726	AMAZON	14VN-T6JX-PK	POLICE WEEK GOODIES	04/13/2026	463.85	.00	
5726	AMAZON	1937-WLLL-FH	VACUUM & CARPET SHIELD	04/21/2026	190.12	.00	
5726	AMAZON	19R9-4PKX-61	LAMINATING SHEETS	04/06/2026	25.95	.00	
5726	AMAZON	1CPV-6PGG-D	HANDCUFF KEYS	04/14/2026	30.22	.00	
5726	AMAZON	1DQM-N9MM-	REFUND PROTECTION PLAN	03/28/2026	22.99-	.00	
5726	AMAZON	1F9N-PR4F-3D	REFUND STAIN REMOVER & CA	03/28/2026	193.05-	.00	
5726	AMAZON	1H6R-JJYC-YJ	CLIPBOARDS	04/10/2026	8.90	.00	
5726	AMAZON	1HV7-QMG9-G	GRILL	04/06/2026	299.99	.00	
5726	AMAZON	1JXL-MR9L-FF	PRIVACY FILM	03/27/2026	16.99	.00	
5726	AMAZON	1LMW-HQ9Q-F	FISH FOOD	04/16/2026	18.29	.00	
5726	AMAZON	1PX4-FXMN-4	FOLDERS	04/15/2026	50.99	.00	
5726	AMAZON	1QLH-GGML-3	SPILL KIT & ABSORBENT	04/07/2026	148.34	.00	
5726	AMAZON	1VPJ-FWGW-	REFUND TOWELS	04/09/2026	69.96-	.00	
5726	AMAZON	1YN7-NPLL-6	DRY ERASE MARKERS	04/22/2026	16.99	.00	
Total 5726:					1,208.65	.00	
5226	ARMSCOR CARTRIDGE INCOR	19912	BULLETS FOR RANGE TRAININ	04/21/2026	6,522.00	.00	
Total 5226:					6,522.00	.00	
7089	CHARLIE'S PLUMBING OF JH	14778	MILLER PARK DRAINS	04/21/2026	450.00	.00	
Total 7089:					450.00	.00	
5967	CITY OF DRIGGS	BBSTART2026	APRIL BUS BARN RENT, ELECT	04/15/2026	2,141.10	.00	
Total 5967:					2,141.10	.00	
514	CONRAD & BISCHOFF INC.	IN-157743-26	DEF BULK	04/07/2026	790.51	.00	
514	CONRAD & BISCHOFF INC.	IN-160838-26	DIESEL	04/09/2026	4,580.00	.00	
514	CONRAD & BISCHOFF INC.	IN-176669-26	GAS	04/20/2026	18,001.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
514	CONRAD & BISCHOFF INC.	IN-176671-26	DIESEL	04/20/2026	21,006.50	.00	
Total 514:					44,378.68	.00	
7826	COOMBS, CAROLINE KAUSLIC	04202026	MAY LEASE	04/20/2026	480.00	.00	
7826	COOMBS, CAROLINE KAUSLIC	04202026	MAY LEASE	04/20/2026	1,760.00	.00	
7826	COOMBS, CAROLINE KAUSLIC	04202026	MAY LEASE	04/20/2026	960.00	.00	
Total 7826:					3,200.00	.00	
1691	CORE & MAIN LP	V000030078	MACH 10 GAL R900I	03/27/2026	26,069.00	.00	
1691	CORE & MAIN LP	X065972	COPPERHORN, DUAL STRUT &	01/14/2026	14,983.90	.00	
Total 1691:					41,052.90	.00	
3881	DEX IMAGING	AR14529139	COPIES	12/23/2025	84.85	.00	
Total 3881:					84.85	.00	
2781	DIAMOND MANUFACTURING	40597	MODEL NV COMPLETE	04/02/2026	2,261.75	.00	
Total 2781:					2,261.75	.00	
7372	DIRECT AUTOMOTIVE DIST	06JJ1520	TIRE PRESSURE SENSOR	04/09/2026	433.16	.00	
Total 7372:					433.16	.00	
6883	DIVISION OF CHILD SUPPORT	04172026	DCSE CASE #0005405448	04/17/2026	509.23	509.23	04/17/2026
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	23855	DISH SOAP & PAPER	04/11/2026	103.28	.00	
3408	E.R. OFFICE EXPRESS	23859	PAPER	04/11/2026	74.69	.00	
Total 3408:					177.97	.00	
7684	EDA LAND PLANNING	11-9765	EXHIBIT PREP & REVIEW	11/07/2025	1,395.00	.00	
Total 7684:					1,395.00	.00	
5223	ENERGY CONSERVATION WOR	04202026	ECOFAIR 2026	04/20/2026	2,500.00	.00	
Total 5223:					2,500.00	.00	
1134	ENERGY LABORATORIES INC.	775354	WATER QUALITY 2025 CCR RE	03/27/2026	125.00	.00	
Total 1134:					125.00	.00	
3195	FERGUSON ENTERPRISES, IN	4524579	20GA DBL FLG & SLIP NUT	04/07/2026	17.89	.00	
Total 3195:					17.89	.00	
668	FREEDOM MAILING SERVICE I	52675	UTILITY BILLING	04/03/2026	950.34	.00	
668	FREEDOM MAILING SERVICE I	52675	UTILITY BILLING	04/03/2026	950.33	.00	
Total 668:					1,900.67	.00	
4212	GILLIG LLC	41423741	GLAZING DOOR	04/01/2026	163.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4212	GILLIG LLC	41426323	CALIPERS	04/08/2026	20,401.28	.00	
4212	GILLIG LLC	41427067	DRIVERS WINDOW	04/09/2026	4,263.51	.00	
4212	GILLIG LLC	41427068	FILLER BREATHER	04/09/2026	362.52	.00	
Total 4212:					25,191.29	.00	
5009	GM SHEET METAL LLC	6769	BLACK IRON	04/09/2026	279.60	.00	
Total 5009:					279.60	.00	
7342	HARMONY DESIGN, INC	25975	KARNS MEADOW DRIVE	02/13/2026	25,882.35	.00	
7342	HARMONY DESIGN, INC	26085	KARNS MEADOW DRIVE	03/16/2026	18,152.50	.00	
7342	HARMONY DESIGN, INC	26143	KARNS MEADOW DRIVE	04/14/2026	14,374.00	.00	
Total 7342:					58,408.85	.00	
4988	HD FOWLER COMPANY	I7271391	VALVE BOX	04/02/2026	276.66	.00	
Total 4988:					276.66	.00	
96	HIGH COUNTRY LINEN	0563435	LAUNDRY	04/06/2026	88.41	.00	
96	HIGH COUNTRY LINEN	0563436	LAUNDRY	04/06/2026	23.72	.00	
96	HIGH COUNTRY LINEN	0563436	LAUNDRY	04/06/2026	105.78	.00	
96	HIGH COUNTRY LINEN	0563524	MATS	04/06/2026	11.67	.00	
96	HIGH COUNTRY LINEN	0564134	Laundry	04/09/2026	13.30	.00	
96	HIGH COUNTRY LINEN	0564134	Laundry	04/09/2026	73.40	.00	
96	HIGH COUNTRY LINEN	0564134	Laundry	04/09/2026	14.68	.00	
96	HIGH COUNTRY LINEN	0564134	Laundry	04/09/2026	9.16	.00	
96	HIGH COUNTRY LINEN	0564134	Laundry	04/09/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0564134	Laundry	04/09/2026	7.45	.00	
96	HIGH COUNTRY LINEN	0564134	Laundry	04/09/2026	20.53	.00	
96	HIGH COUNTRY LINEN	0564134	Laundry	04/09/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0564222	MATS	04/09/2026	322.69	.00	
96	HIGH COUNTRY LINEN	0564577	Laundry	04/13/2026	.42	.00	
96	HIGH COUNTRY LINEN	0564577	Laundry	04/13/2026	33.78	.00	
96	HIGH COUNTRY LINEN	0564577	Laundry	04/13/2026	5.37	.00	
96	HIGH COUNTRY LINEN	0564648	MATS	04/13/2026	24.51	.00	
96	HIGH COUNTRY LINEN	0565223	Laundry	04/16/2026	35.61	.00	
96	HIGH COUNTRY LINEN	0565223	Laundry	04/16/2026	18.65	.00	
96	HIGH COUNTRY LINEN	0565223	Laundry	04/16/2026	7.45	.00	
96	HIGH COUNTRY LINEN	0565223	Laundry	04/16/2026	18.65	.00	
96	HIGH COUNTRY LINEN	0565223	Laundry	04/16/2026	14.68	.00	
96	HIGH COUNTRY LINEN	0565223	Laundry	04/16/2026	9.16	.00	
96	HIGH COUNTRY LINEN	0565223	Laundry	04/16/2026	13.30	.00	
96	HIGH COUNTRY LINEN	0565223	Laundry	04/16/2026	20.53	.00	
96	HIGH COUNTRY LINEN	0565587	Laundry	04/20/2026	199.72	.00	
96	HIGH COUNTRY LINEN	0565588	LAUNDRY	04/20/2026	42.01	.00	
96	HIGH COUNTRY LINEN	0565588	LAUNDRY	04/20/2026	33.78	.00	
96	HIGH COUNTRY LINEN	S0563328	PAPER TOWELS	04/02/2026	128.67	.00	
96	HIGH COUNTRY LINEN	S0563672	GLOVES, VACUUM BAG, PAPER	04/06/2026	224.32	.00	
96	HIGH COUNTRY LINEN	S0565519	TP & CLEANER	04/16/2026	163.58	.00	
Total 96:					1,698.28	.00	
7849	HYDROVERGE	226934	VALVE BOX REPAIR KIT	04/09/2026	434.79	.00	
Total 7849:					434.79	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
36	IDAHO STATE TAX COMMISSIO	04302026	APRIL 2026	04/30/2026	7,639.00	7,639.00	05/01/2026
Total 36:					7,639.00	7,639.00	
3323	IDAHO TRAFFIC SAFETY, INC.	230328	PARKING SIGNS	04/10/2026	2,160.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	230333	HANDICAP SIGNS	04/13/2026	1,176.00	.00	
Total 3323:					3,336.00	.00	
106	INTERSTATE BATTERY	650007550	BATTERIES	04/13/2026	583.80	.00	
Total 106:					583.80	.00	
6954	IVY OUTDOOR SERVICES LLC	0000193	MARCH BUS STOP TRASH & CL	04/02/2026	2,962.57	.00	
Total 6954:					2,962.57	.00	
2	JACKSON CURBSIDE INC.	00033593	RECYCLING MAY-JULY	04/10/2026	255.00	.00	
2	JACKSON CURBSIDE INC.	00033598	RECYCLING MAY-JULY	04/10/2026	555.00	.00	
2	JACKSON CURBSIDE INC.	00033602	RECYCLING MARCH	04/10/2026	1,856.00	.00	
Total 2:					2,666.00	.00	
6931	JACKSON DOWNTOWNER, LLC	INV059-004	MAY 2026	04/08/2026	132,323.64	.00	
Total 6931:					132,323.64	.00	
7163	JACKSON GROUP LOCKBOX	716697IF	FILTERS	02/19/2026	198.77	.00	
7163	JACKSON GROUP LOCKBOX	720121IF	OIL FILTER	04/07/2026	169.62	.00	
7163	JACKSON GROUP LOCKBOX	720355IF	FUEL FILTERS	04/09/2026	167.98	.00	
7163	JACKSON GROUP LOCKBOX	720658IF	ORANGE NITRILE	04/14/2026	108.20	.00	
Total 7163:					644.57	.00	
131	JACKSON HOLE NEWS & GUID	387005	ADVERTISING	03/31/2026	1,121.40	.00	
131	JACKSON HOLE NEWS & GUID	387364	COMMUNITY SERVICE OFFICE	04/15/2026	608.00	.00	
131	JACKSON HOLE NEWS & GUID	387451	PM25-011	04/15/2026	30.00	.00	
131	JACKSON HOLE NEWS & GUID	387452	PM26-006	04/15/2026	70.00	.00	
131	JACKSON HOLE NEWS & GUID	387567	ASSISTANT PW	04/22/2026	608.00	.00	
Total 131:					2,437.40	.00	
6545	JACKSON HOLE PUBLIC ART	04152026	GREGORY LANE PUBLIC ART	04/15/2026	11,000.00	.00	
Total 6545:					11,000.00	.00	
114	JACKSON LUMBER INC	0001180623-00	JAMBS & HINGS	04/14/2026	585.00	.00	
114	JACKSON LUMBER INC	0001180775-00	FLUSH STEEL SLAB	04/14/2026	325.00	.00	
114	JACKSON LUMBER INC	0001182201-00	CINDER BLOCKS & TAMPER	04/13/2026	205.59	.00	
Total 114:					1,115.59	.00	
139	JORGENSEN ASSOCIATES, PC	58331	GREGORY LANE	04/14/2026	6,421.17	.00	
139	JORGENSEN ASSOCIATES, PC	58331	GREGORY LANE	04/14/2026	6,421.17	.00	
139	JORGENSEN ASSOCIATES, PC	58331	GREGORY LANE	04/14/2026	6,421.17	.00	
Total 139:					19,263.51	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7675	KGB PRODUCTIONS	10425	WATER EFFICIENCY & TROUT L	04/09/2026	3,000.00	.00	
Total 7675:					3,000.00	.00	
3332	KILMER'S BG DISTRIBUTING	18783	DFC SUMMER	04/13/2026	3,297.50	.00	
Total 3332:					3,297.50	.00	
5691	LEPCO	66290	PRE SOAK	04/21/2026	457.60	.00	
Total 5691:					457.60	.00	
3633	MOTOR COACH INDUSTRIES	14710	NEW BUS #2	04/01/2026	872,210.61	.00	
3633	MOTOR COACH INDUSTRIES	14731	NEW BUS	04/06/2026	872,210.61	.00	
Total 3633:					1,744,421.22	.00	
4776	MOUNTAIN STATES LIGHTING	15349	U OF U BASES	03/30/2026	1,670.00	.00	
Total 4776:					1,670.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	8238560003	30 AMP FUSE CASE	03/31/2026	14.77	.00	
4623	MSC INDUSTRIAL SUPPLY CO	8264042002	30 AMP FUSE CAE	03/31/2026	14.77	.00	
4623	MSC INDUSTRIAL SUPPLY CO	8289885003	30 AMP FUSES	03/31/2026	14.77	.00	
Total 4623:					44.31	.00	
257	NAPA AUTO PARTS INC.	378131	PX ALUM ANTI-SEIZE LU	03/20/2026	18.18	.00	
257	NAPA AUTO PARTS INC.	381738	OIL & AIR FILTER	04/07/2026	24.84	.00	
257	NAPA AUTO PARTS INC.	382752	OIL	04/13/2026	6.99	.00	
257	NAPA AUTO PARTS INC.	382915	SPEC ADH RMVR	04/13/2026	164.67	.00	
257	NAPA AUTO PARTS INC.	383084	LIQUID TAPE & SWITCH	04/14/2026	30.38	.00	
257	NAPA AUTO PARTS INC.	383275	CONNECTOR	04/15/2026	6.28	.00	
257	NAPA AUTO PARTS INC.	383281	CONNECTOR	04/15/2026	7.64	.00	
257	NAPA AUTO PARTS INC.	383378	FLUID FILTER	04/15/2026	13.65	.00	
257	NAPA AUTO PARTS INC.	383395	LOOM SPLIT POLY	04/15/2026	12.90	.00	
257	NAPA AUTO PARTS INC.	383551	RACE TOGGLE, RELAY & CIR B	04/16/2026	133.31	.00	
257	NAPA AUTO PARTS INC.	383552	FUSE PANEL & RELAY	04/16/2026	90.88	.00	
257	NAPA AUTO PARTS INC.	384205	OIL FILTER	04/20/2026	4.55	.00	
Total 257:					514.27	.00	
532	OLD WEST PRESS	4109	Summer/FALL PASSES	04/06/2026	230.00	.00	
Total 532:					230.00	.00	
1504	ONE CALL OF WYOMING	79196	TICKETS FOR MAR CDC CODE	04/10/2026	130.20	.00	
Total 1504:					130.20	.00	
5707	PERFORM PRINTING LLC	BCT 1759	BUSINESS CARDS	04/17/2026	177.36	.00	
Total 5707:					177.36	.00	
4894	PLATT	7G14951	HCO LED	04/10/2026	17.27	.00	
4894	PLATT	7G21022	HCO LED	04/13/2026	34.54	.00	
4894	PLATT	7G50203	BLANK PLATE	04/16/2026	4.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4894:					56.25	.00	
6483	PREMIER TRUCK- SALT LAKE C	775818826	HEADLAMP	04/09/2026	1,122.49	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775803766	CORE RETURN	04/17/2026	83.13-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775806798	CORE RETURN	04/17/2026	665.00-	.00	
Total 6483:					374.36	.00	
4922	PREMIER VEHICLE INSTALLATI	50228	LIGHTBAR CONFIGURATION	04/06/2026	1,048.41	.00	
Total 4922:					1,048.41	.00	
6837	PRO-WEST & ASSOC., INC	INV-000000334	40 HOUR BLOCK SUPPORT PA	04/15/2026	2,200.00	.00	
6837	PRO-WEST & ASSOC., INC	INV-000000334	40 HOUR BLOCK SUPPORT PA	04/15/2026	2,200.00	.00	
6837	PRO-WEST & ASSOC., INC	INV-000000334	40 HOUR BLOCK SUPPORT PA	04/15/2026	2,200.00	.00	
Total 6837:					6,600.00	.00	
6069	RAFTELIS	45559	FINPLAN REVIEW & WATER RA	04/13/2026	802.50	.00	
6069	RAFTELIS	45559	FINPLAN REVIEW & WATER RA	04/13/2026	802.50	.00	
Total 6069:					1,605.00	.00	
1839	RAFTER J IMPROV/SERV DIST	4816	WATER SERVICE BILLING	04/10/2026	146.43	.00	
Total 1839:					146.43	.00	
7341	RICH, SAMUEL	02172610158	APOLLO PLUS	04/14/2026	3,995.01	.00	
Total 7341:					3,995.01	.00	
5672	RINK-TEC INTERNATIONAL, INC	6569	MAINTENANCE, AIRFARE, HOT	04/16/2026	6,072.19	.00	
Total 5672:					6,072.19	.00	
7851	SALT LAKE WHOLESALE SPOR	109769	AMMO	04/20/2026	1,362.60	.00	
Total 7851:					1,362.60	.00	
7797	SARAZEN, ALEXANDRA	#05	SOCIAL/COMMS SUPPORT 2/26	04/13/2026	2,625.00	.00	
Total 7797:					2,625.00	.00	
231	SHERVIN'S INDEPENDENT OIL	75395	ALIGNMENT	04/13/2026	120.84	.00	
Total 231:					120.84	.00	
4359	SHERWIN-WILLIAMS CO.	546411605904	XYLENE	04/06/2026	78.70	.00	
4359	SHERWIN-WILLIAMS CO.	592101605904	PAINT	04/15/2026	282.77	.00	
Total 4359:					361.47	.00	
236	SMITH POWER PRODUCTS, INC	3284170	HARNESS, GASKET, FILTER KIT	04/09/2026	520.40	.00	
Total 236:					520.40	.00	
5632	SNAKE RIVER MEP COMPLETE,	14066	PRESSURE WASHER LINE STA	02/20/2026	5,495.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5632	SNAKE RIVER MEP COMPLETE,	14067	GAS VALVE START BUS	02/20/2026	8,455.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	14830	CHECK FURNACE	02/27/2026	1,448.04	.00	
Total 5632:					15,398.04	.00	
7713	Southern Tire Mart LLC	6550001733	TIRES	04/20/2026	1,492.00	.00	
7713	Southern Tire Mart LLC	6550001815	TIRES	04/20/2026	4,500.24	.00	
Total 7713:					5,992.24	.00	
4752	SPECIALTY CONSTRUCTION S	0265248-IN	CHALK REEL & ORANGE CHAL	04/13/2026	99.96	.00	
4752	SPECIALTY CONSTRUCTION S	0265249-IN	SHOVEL RAZORBACK SQUARE	04/13/2026	80.48	.00	
Total 4752:					180.44	.00	
6524	SPEEDY CPS, LLC	IX-541009	SIGNS PLEASE HOLD ON	03/31/2026	456.17	.00	
6524	SPEEDY CPS, LLC	IX-545060	NAME PLAQUES	04/08/2026	157.50	.00	
Total 6524:					613.67	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334664433	NEUTER, HERNIA REPAIR	04/14/2026	656.76	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334664434	VACCINE	04/14/2026	93.66	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334664460	VACCINE	04/15/2026	36.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334664462	MEDICINE	04/15/2026	22.64	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334664463	VACCINE	04/15/2026	36.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334664464	VACCINE	04/15/2026	36.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334664701	VACCINE	04/20/2026	73.66	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334664702	VACCINE	04/20/2026	36.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334664703	VACCINE	04/20/2026	93.66	.00	
Total 1505:					1,087.70	.00	
6871	STANDARD INSURANCE COMP	05012026	EMPLOYEE PAID VOL LIFE	05/01/2026	1,304.75	1,304.75	04/24/2026
6871	STANDARD INSURANCE COMP	05012026	EMPLOYER PAID STD, LTD, GR	05/01/2026	8,044.18	8,044.18	04/24/2026
6871	STANDARD INSURANCE COMP	364464	VOLUNTARY INSURANCES	04/16/2026	2,784.32	2,784.32	04/24/2026
Total 6871:					12,133.25	12,133.25	
7227	STEPHENS, TALON	04152026	WORKING LUNCH	04/15/2026	68.70	.00	
Total 7227:					68.70	.00	
7843	STONE'S TOWN AND COUNTRY	51000206 1	WIRE & CONTROL UNIT	04/14/2026	233.25	.00	
Total 7843:					233.25	.00	
7076	SUSTAINABLE STRATEGIES DC	4926	APRIL 2026	04/01/2026	7,500.00	.00	
Total 7076:					7,500.00	.00	
6703	Teton County Alternative to Incarc	04212026	Q3 FY26 CONTRIBUTION	04/21/2026	18,005.14	.00	
Total 6703:					18,005.14	.00	
581	TETON COUNTY INTEGRATED	12342	CARDBOARD PICKUP	04/03/2026	129.00	.00	
Total 581:					129.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2327	TETON COUNTY SHERIFF-DISP	04202026	RADIO BUDGET	04/20/2026	186,675.20	.00	
Total 2327:					186,675.20	.00	
298	TETON YOUTH & FAMILY SERVI	9252	Q3 2026	03/31/2026	105,292.75	.00	
Total 298:					105,292.75	.00	
3237	THE AFTERMARKET PARTS CO	84226839	FITTING	04/06/2026	11.00	.00	
3237	THE AFTERMARKET PARTS CO	84238296	SEAT RECLINER SWITCH COVE	04/13/2026	13.30	.00	
Total 3237:					24.30	.00	
7131	THOMPSON LOGGING, INC	70076	WOOD	04/06/2026	2,614.00	.00	
Total 7131:					2,614.00	.00	
6363	TMSC LLC	2026-005-02 0	BASEBOARD HEATERS & COVE	04/19/2026	1,188.21	.00	
6363	TMSC LLC	2026-005-06	SURVEY FOR LAYOUT DRAWIN	04/19/2026	1,426.17	.00	
Total 6363:					2,614.38	.00	
3727	TREFREN, TRACEY	04202026	EVAWI CONFERENCE	04/20/2026	360.00	.00	
Total 3727:					360.00	.00	
1949	VERIZON WIRELESS	6140024465	CELL PHONES	04/01/2026	7,178.52	.00	
Total 1949:					7,178.52	.00	
5022	VISION SERVICE PLAN (CT)	825024755	MAY 2026 COBRA	04/17/2026	22.72	22.72	05/01/2026
5022	VISION SERVICE PLAN (CT)	825024755	MAY 2026	04/17/2026	2,052.75	2,052.75	05/01/2026
Total 5022:					2,075.47	2,075.47	
6226	WEST COAST CODE CONSULT	UT26-479B-00	PLAN REVIEW SERVICES MAR	04/13/2026	9,160.00	.00	
Total 6226:					9,160.00	.00	
6788	WESTERN CHARTERS AND TO	17367	SHUTTLES	03/31/2026	91,500.00	.00	
6788	WESTERN CHARTERS AND TO	17467	SHUTTLES	04/14/2026	18,000.00	.00	
Total 6788:					109,500.00	.00	
1640	WESTERN STATE	IN003549908	REPLACE GASKET/RESEAL TIP	03/30/2026	1,032.28	.00	
1640	WESTERN STATE	IN003549913	SEAL KIT & REPAIR	04/14/2026	1,790.77	.00	
1640	WESTERN STATE	IN003549918	SNOW PLOW CYLINDER REPLA	03/30/2026	633.21	.00	
Total 1640:					3,456.26	.00	
6523	WHITE, AMANDA	04202026	EVAWI CONFERENCE	04/20/2026	360.00	.00	
Total 6523:					360.00	.00	
7696	WINDCAVE INC	3167558	SERVICE FEES	03/31/2026	68.80	.00	
Total 7696:					68.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3619	WY CHILD SUPPORT ENFORCE	04172026	266445	04/17/2026	452.30	452.30	04/17/2026
Total 3619:					452.30	452.30	
4139	WY WORKERS' SAFETY & COM	M04/2026	APRIL 2026	04/30/2026	12,266.91	12,266.91	04/30/2026
Total 4139:					12,266.91	12,266.91	
329	WYOMING RETIREMENT SYST	282165, 28216	APRIL 2026	04/30/2026	214,426.13	214,426.13	05/01/2026
Total 329:					214,426.13	214,426.13	
2842	YELLOW IRON WASTE, LLC	260324154758	TRASH 155 E PEARL	03/31/2026	378.00	.00	
2842	YELLOW IRON WASTE, LLC	260324154785	TRASH CORE SERVICES	03/31/2026	168.00	.00	
2842	YELLOW IRON WASTE, LLC	260324154840	TRASH START	03/31/2026	220.00	.00	
Total 2842:					766.00	.00	
6719	ZOOM VIDEO COMMUNICATION	INV349816244	ZOOM 4/13/26-8/25/26	04/13/2026	88.77	.00	
Total 6719:					88.77	.00	
Grand Totals:					2,956,010.47	323,373.77	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	Bid #25-09: East Broadway Storm Inlets Project Bid Award	Public Comment:	Yes

Purpose & Policy Considerations.

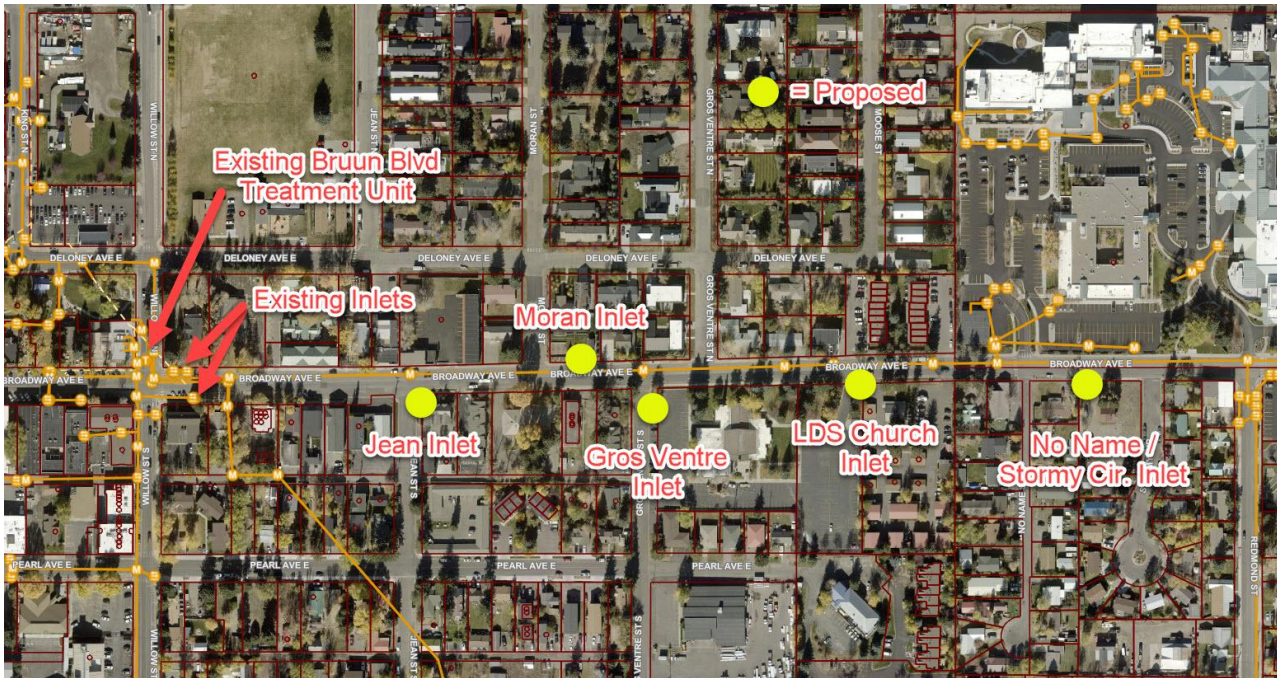
The purpose of this item is for the Council to consider the construction contract and awarding the construction contract for the East Broadway Storm Inlets project, (the Project) to Westwood Curtis Construction (the Contractor). The project improves our stormwater system by increasing runoff diversions to the storm sewer thus reducing the chance of concentrated flooding downtown.

Recommendations.

Staff recommends the Council award the Project's construction contract to the Contractor in the amount of their bid and authorize the Mayor to execute the contract subject to approval by the Town Attorney and Town Engineer.

Background.

The Project generally consists of construction of five stormwater inlets and associated piping and appurtenances on East Broadway at the following locations:



There are no stormwater inlets on East Broadway from Redmond St. to Willow St. During larger storm events the inlets on East Broadway at Willow St. often become overrun resulting in flooding. The five proposed inlets are located to collect stormwater closer to its source, minimize the accumulation of water at the Willow Street/East Broadway intersection, and reduce the chance of flooding East Broadway.

The Project was advertised for bid in the Jackson Hole News & Guide on March 4th and 11th, as well as posted on the Town's Website, and Public Purchase (an online bidding site).

Analysis & Key Policy Questions.

On April 16th, 2026, the Town publicly opened the bids for construction of the Project. The following bids were received.

BIDDER	BID AMOUNT
Contractor (Westwood Curtis Construction, Inc.) ¹	\$273,695.00
Ridgeline Excavation, Inc.	\$322,000.00

¹Lowest Responsible and Qualified Bidder

All the bidders were determined responsible and qualified. All the bids received were determined to be responsive and responsible. Staff recommend awarding the contract to the Contractor.

KEY QUESTION: Does the Council agree with staff's recommendation to award the Project's construction contract to the Contractor in the amount of their bid?

Possible Alternatives.

Possible alternatives for this item include:

Alternative 1: Direct Staff to rebid the Project as revised by Council.

This would delay construction into the next construction season.

Alternative 2: Place the Project on hold by denying the contract.

Council could deny the contract and defer the project indefinitely.

Comprehensive Plan & Priority Alignment.

This project advances the Town Comprehensive Plan under Common Value #3- Quality of Life, through the following specific provisions:

- Principle 8.1- Maintain current, coordinated service delivery
 - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.2.c: Require mitigation of the impacts of growth on service levels
- Strategy 8.1.S.3: Identify critical services and services requiring redundancy in service provision.

This project also aligns with Council's current-year priorities of maintaining Town facilities and assets as stated in the *Work Plan* guiding principles.

Fiscal Impact.

The project will be completed in FY27 and is part of the requested budget. In the event the Project is not funded in FY27, the Town can terminate the contract and is not obligated to complete the work.

Staff Impact.

Public Works staff time to date has included 40-50 hours of for design, contract preparation, bidding, and staff reports. Some coordination between the Contractor, Public Works Street and Engineering staff will be necessary. The Legal Department will have approximately 2-4 hours of contract review.

It is estimated that 4-8 hours/week of Public Works staff time shall be required the month prior to construction and 10-20 hours per week during two to three weeks of construction.

Attachments or Links.

1. Bid 25-09 – Bid Tab.
2. The Project Construction Contract

Suggested Motion.

I move to:

1. award of the 2026 East Broadway Storm Inlets Project to Westwood Curtis Construction, Inc. of Jackson, WY in the amount of \$273,695.00; and
2. approve the 2026 East Broadway Storm Inlets Project Contract for Construction, and authorize the mayor to execute the contract, subject to minor changes by the Town Attorney and Town Engineer

BID FORM

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

ARTICLE 25—OWNER AND BIDDER

25.01 This Bid is submitted to:

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

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

ARTICLE 26—ATTACHMENTS TO THIS BID

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

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

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

27.01 Unit Price Bids

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

ARTICLE 28—TIME OF COMPLETION

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

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

29.01 Bid Acceptance Period

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

29.02 Instructions to Bidders

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

29.03 Receipt of Addenda

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

ARTICLE 30—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

30.01 Bidder's Representations

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

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

30.02 Bidder's Certifications

A. The Bidder certifies the following:

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

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

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

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

Bidder hereby acknowledges receipt of the following Addenda

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

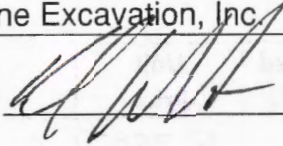
BIDDER HEREBY SUBMITS THIS BID AS SET FORTH ABOVE:

Bidder:

Ridgeline Excavation, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Kirk Hogan

(typed or printed)

Title:

President

(typed or printed)

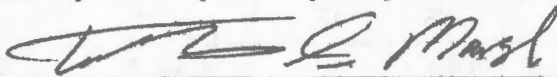
Date:

10/21/2025

(typed or printed)

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

Attest:



(individual's signature)

Name:

Tim Marsh

(typed or printed)

Title:

Project Manager

(typed or printed)

Date:

10/21/2025

(typed or printed)

Address for giving notices:

3520 S. Cornerstone Road, Jackson WY 83001

Bidder's Contact:

Name:

Kirk Hogan

(typed or printed)

Title:

President

(typed or printed)

Phone:

307-699-9393

Email:

kirk@ridgelineexcavation.com

Address:

3520 S. Cornerstone Road, Jackson WY 83001

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

4237

SMALL PROJECT AGREEMENT (“AGREEMENT”)

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents, Division II – Technical Specifications. The Project is generally described as follows:
 - 1. **Installation of 5 storm drain inlets, 1 storm drain manhole, 165 LF of storm drain pipe, and associated street restoration.**
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located on **East Broadway Avenue between Jean Street and Stormy Circle.**
 - 3. The project will include furnishing of all necessary traffic control, labor, equipment, transportation, services, and materials required for the Work.
 - 4. Payment for all items shall be full compensation for providing all materials, tools, labor and equipment necessary to complete the item and all incidental work related thereto, whether specifically mentioned herein or not.

ARTICLE 2 - CONTRACT DOCUMENTS

Intent of Contract Documents

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

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

Contract Documents Defined

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

ARTICLE 3 - ENGINEER

Engineer

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

ARTICLE 4 - CONTRACT TIMES

Contract Times

- A. The Work will commence on or after **September 8, 2026** and shall be completed and ready for final payment on or before **October 30, 2026**.
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 : There are no intermediate milestones identified for this project

Liquidated Damages

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

Delays in Contractor's Progress

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

Progress Schedules

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

ARTICLE 5 - CONTRACT PRICE

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

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Owner.

ARTICLE 6 - BONDS AND INSURANCE

Bonds

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

Insurance

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

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

- a. Workers' Compensation:

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

- b. Commercial General Liability:

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

- c. Automobile Liability herein:

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

Per Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

- e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

- C. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or

renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

- D. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- F. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- G. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- H. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- I. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

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

Other Work at the Site

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

Services, Materials, and Equipment

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

Subcontractors and Suppliers

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

Quality Management

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

Licenses, Fees and Permits

- J. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

- K. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

Laws and Regulations; Taxes

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

Record Documents

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

Safety and Protection

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

Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

Shop Drawings, Samples, and Other Submittals

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

Warranties and Guarantees

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

Correction Period

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

Indemnification

- EE. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against

all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

Owner's Responsibilities

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

ARTICLE 10 - CHANGES IN THE WORK

Authority to Change the Work

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

Change Orders

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

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except

in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

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

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

Claims Process

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

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

Tests and Inspections

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

Defective Work

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR

Progress Payments

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

Applications for Payments:

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

Retainage

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

Review of Applications

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

Contractor's Warranty of Title

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

Substantial Completion

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

Final Inspection

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

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

Final Payment

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

Waiver of Claims

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

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work

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

Owner May Terminate for Cause

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

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

Owner May Terminate for Convenience

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

Contractor May Stop Work or Terminate

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

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

Contractor Representations

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

ARTICLE 17 - MISCELLANEOUS

Cumulative Remedies

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

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

Limitation of Damages

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

No Waiver

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

Survival of Obligations

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

Contractor's Certifications

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

Controlling Law

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

Governmental Immunity

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

Wyoming Preference Act

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

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

Electronic Signatures.

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

[REST OF PAGE LEFT BLANK FOR SIGNATURES TO FOLLOW]

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

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

OWNER:

CONTRACTOR:

Town of Jackson, Wyoming

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Town of Jackson, Attn: Town Engineer

P.O. Box 1687

Jackson, WY 83001

License No.: _____
(where applicable)

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Arne Jorgensen and Riley Hovorka, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of _____, 2026.

Witness my hand and official seal.

My commission Expires:

Notary Public

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular – Consent
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Employee Reviving Right of First Purchase or Rental Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to approve the Second Amendment To, and Assignment and Assumption of, Employee Right of Purchase or Rental Agreement between Teton Adaptive Sports, the Jackson Hole Community Housing Trust, and the Town of Jackson to complete the purchase of an employee reviving right of first purchase or rental (EROP).

Recommendations.

Staff recommend Council approve the Second Amendment To, and Assignment and Assumption of, Employee Right of Purchase or Rental Agreement between Teton Adaptive Sports, the Jackson Hole Community Housing Trust, and the Town of Jackson to complete the purchase of an employee reviving right of first purchase or rental (EROP) and authorize the Mayor's signature on the document subject to any minor corrections by the Town Attorney.

Background.

The Town Council gave direction at their March 2, 2026 regular Town Council meeting for staff to prepare the necessary documents to purchase an EROP through the Housing Trust. This document is now in final form and ready to be executed.

As noted on March 2, 2026, an EROP allows Town employees access to buy or rent a unit in the Community Housing Trust's housing portfolio before it is offered to the Housing Trust's waitlist. Second, it is a "reviving" right meaning when a Town employee leaves the unit or leaves the Town's employ, the right returns to the Town and another Town employee can take advantage of the right. If, at the time of a vacancy, there are no employees able to take advantage of the EROP being offered, the housing entity would then go back to their waiting list to serve the next household on the list.

Analysis and Key Questions

The key questions were answered at the March 2, 2026 regular Town Council meeting.

Possible Alternatives.

Council could decline the purchase.

Comprehensive Plan & Priority Alignment.

Common Value 3: Quality of Life - For us, quality of life means local housing options and economic growth across all income levels, mobility options beyond the single-occupancy vehicle, and quality service provision.

Chapter 5. Local Workforce Housing

Ensure a variety of workforce housing opportunities exist so that at least 65% of those employed locally also live locally. in that it is another tool to support the goal of 65% of those employed locally also living locally.

Fiscal Impact.

The Town will pay the following amounts for this EROP from the Employee Housing Fund:

- \$90,000 to the Housing Trust (remaining balance due)
- \$141,375 to Teton Adaptive Sports (amount due per Teton Adaptive Sports)

Staff Impact.

Legal and administrative staff have spent approximately 50 hours to date and will spend an approximate 1 additional hour obtaining signatures and recording documents to effectuate this purchase.

Attachments or Links.

- Second Amendment To, and Assignment and Assumption of, Employee Right of Purchase or Rental Agreement between Teton Adaptive Sports, the Jackson Hole Community Housing Trust, and the Town of Jackson.

Suggested Motion.

I move to 1) approve the Second Amendment To, and Assignment and Assumption of, Employee Right of Purchase or Rental Agreement between Teton Adaptive Sports, the Jackson Hole Community Housing Trust, and the Town of Jackson, subject to any minor corrections by the Town Attorney, 2) amend the FY26 budget by \$231,375 with funding to come from the Employee Housing Fund, 3) authorize the appropriate Town officials to sign closing documents, and 4) authorize the Finance Director to issue a wire transfer at closing.

**SECOND AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, EMPLOYEE RIGHT OF
PURCHASE OR RENTAL AGREEMENT**

THIS SECOND AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, EMPLOYEE RIGHT OF PURCHASE OR RENTAL AGREEMENT (the "Second Amendment"), is entered into effective as of _____, 2026 (the "Effective Date"), by and between Teton Adaptive Sports, a Wyoming nonprofit corporation ("TAS"), the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation (the "Housing Trust"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming (the "Town").

Whereas, TAS and the Housing Trust entered into that certain Employee Right of Purchase or Rental Agreement effective March 29, 2021 and amended by that certain First Amendment to Employee Right of Purchase or Rental Agreement dated September 1, 2021 (collectively, the "Agreement");

Whereas, pursuant to the First Amendment described above, the Housing Trust and TAS agreed to an installment payment schedule for the \$275,000.00 purchase price of the right of first purchase or rental granted by the Agreement, and limited the duration of the Agreement;

Whereas, TAS has not made the final two payments under the installment payment schedule, which total \$90,000.00 (the "Final Payment");

Whereas, in exchange for the Town's payment to the Housing Trust of the Final Payment and the amendment of the term of the Agreement, TAS desires to assign its rights, interests and obligations under the Agreement to the Town, the Town desires to assume such rights and obligations, and the Housing Trust desires to release TAS from all its obligations under the Agreement and shall accept the Town as the substituted party.

Now, therefore, in consideration of the foregoing, which are incorporated herein by this reference, the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TAS, the Housing Trust, and the Town agree as follows:

1. ***Assignment and Assumption.*** TAS hereby irrevocably transfers, sets over, conveys, and assigns to the Town all TAS's right, title, and interest under the Agreement. The Town hereby accepts the foregoing assignment of the Agreement from and after the Effective Date hereof and assumes and agrees to perform all obligations of TAS thereunder from and after the Effective Date. The Housing Trust hereby (a) consents to the foregoing assignment and assumption, (b) agrees that as of the Effective Date, the Town is substituted in place of TAS as a party to the Agreement, and (c) releases and forever discharges TAS from any and all obligations and liabilities under the Agreement arising from and after the Effective Date. The parties intend that this Section constitutes a novation under applicable law, that the Agreement shall continue in full force and effect as modified herein, and that TAS is released from and the Town is substituted for TAS with respect to the Agreement as of the Effective Date.

2. ***Removal of Installment Payment Schedule.*** All references in the Agreement to the installment payment schedule are hereby deleted. The Town has paid the Housing Trust the Final

Payment, and the purchase price for the right of first purchase or rental is paid in full as of the Effective Date.

3. *Term.* The last sentence of Section 8 of the Agreement is hereby deleted, and Section 3 of the Agreement that limits the term of the Agreement is hereby amended and restated to read as follows:

3. Term. The right to purchase or rent shall be effective as of September 1, 2021 and shall continue and remain in full force and effect, subject to amendment, for a term of thirty (30) years, after which time the term shall automatically extend for successive periods of thirty (30) years each.

4. Capitalized terms used herein but not defined shall have the respective meanings set forth in this Agreement. Except as expressly amended by this Second Amendment, the Agreement is and remains in full force and effect, unchanged. This Second Amendment may be executed in counterparts and scanned signatures shall be acceptable to bind the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum Amendment as of the Effective Date.

HOUSING TRUST:

Jackson Hole Community Housing Trust,
a Wyoming nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

On this ____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors as the free act and deed of the corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires:

TETON ADAPTIVE SPORTS

Teton Adaptive Sports,
a Wyoming nonprofit corporation

By: _____
Christina Fox, Executive Director

STATE OF WYOMING)
COUNTY OF TETON) ss.

On this ____ day of _____, 20____, before me personally appeared Christina Fox, who, being by me duly sworn, did say that she is the Executive Director of Teton Adaptive Sports, a Wyoming nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors as the free act and deed of the corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires:

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Arne O. Jorgensen, Mayor

Dated:_____

ATTEST: Riley Hovorka, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

Witness my hand and official seal.

Notary Public

My commission Expires:

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular – Consent
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Partial Vacation without Replat at 180 South King Street and 145 East Simpson Avenue. (P26-037)	Public Comment:	Yes

Purpose & Policy Considerations.

The applicant is requesting Town Council acknowledgement of a Partial Vacation without Replat to vacate lot lines for the purpose of combining lots and vacating utility and access easements. This request is before the Town Council because certain lot lines and easements on the subject property must be vacated because they are located within the area proposed for the Teton County Justice Center.

Pursuant to Section 8.2.13.C.5 of the Town of Jackson Land Development Regulations (LDRs), a Partial Vacation without Replat is the appropriate process to remove these lot lines and easements, and it requires acknowledgment by the Town Council. The Town Council's role is to formally recognize whether the applicant satisfied the standards in LDR Section 8.2.13.C.5 (See Analysis & Key Policy Questions section below).

Recommendation.

The Planning Director recommends that Town Council acknowledge the Partial Vacation without Replat at the properties addressed at 180 South King Street, and 145 East Simpson Avenue. Staff finds that all applicable standards of LDR Section 8.2.13.C.5 have been met.

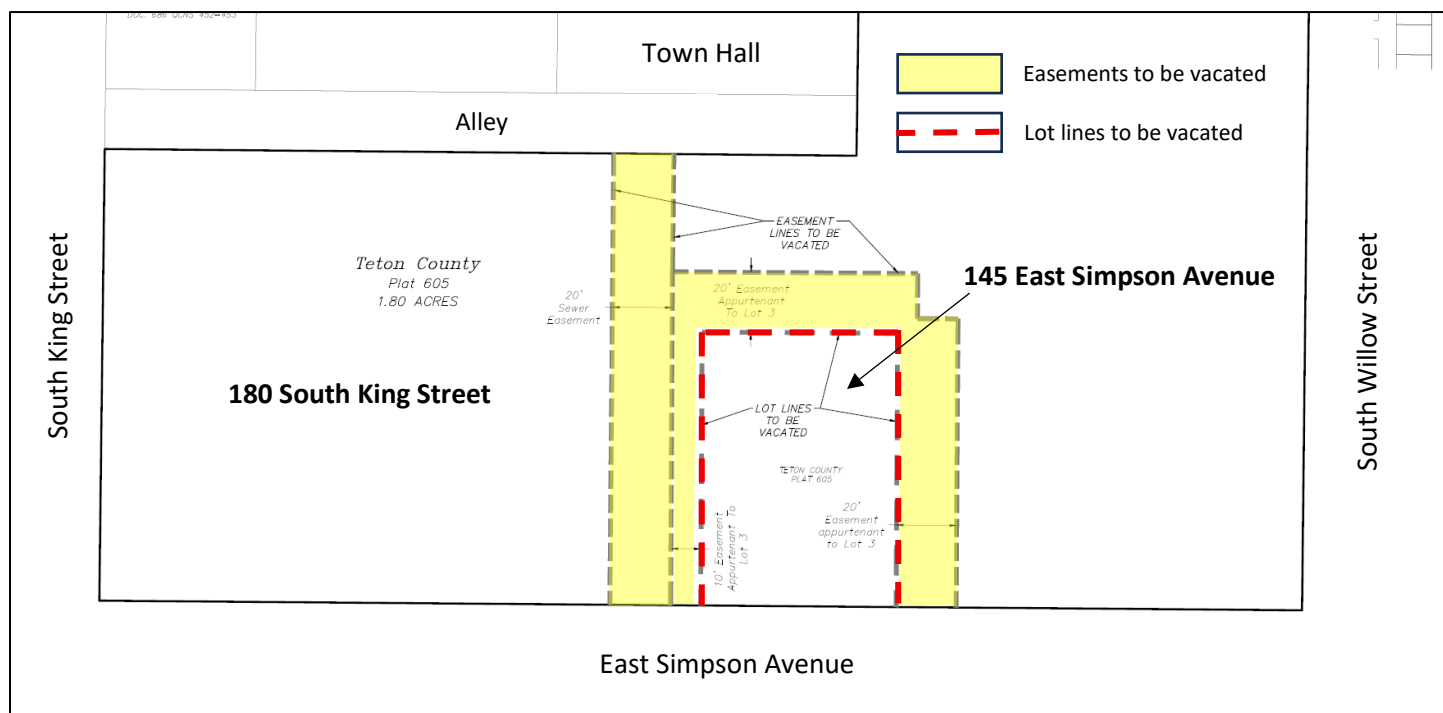
Background.

Teton County is constructing a new Justice Center on properties located at 180 South King Street and 145 East Simpson Avenue. The project requires combining the two lots and vacating existing easements that conflict with the proposed building footprint. The applicant, Jason Berning, on behalf of Teton County, is requesting Town Council acknowledgment of a Partial Vacation without Replat for the properties located at 180 South King Street and 145 East Simpson Avenue. To accommodate the construction of the new Justice Center, certain existing lot lines and easements that conflict with the proposed building footprint must be vacated. Specifically, the applicant is requesting acknowledgment to vacate the following:

- Interior lot lines between Pt. Lot 2 and Lot 3 for the purpose of combining both lots
- 20-foot sewer easement to the Town of Jackson on Pt. Lot 2
- 20-foot easement appurtenant to Lot 3
- 10-foot easement appurtenant to Lot 3

Staff notes that as part of the Justice Center development, the existing sewer line serving Town Hall is proposed to be rerouted because it conflicts with the location of the new building. A new easement for this sewer line was approved by the Town Council on April 20, 2026. Accordingly, staff find that vacating the existing sewer easement will not adversely affect the Town's utilities or operations.

An image of the property with lot lines and easements to be vacated is shown below on the following page:



Analysis & Key Questions.

The Cache Creek Third Addition 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 Pt. Lot 2 and Lot 3, two access easements, and one utility easement, to accommodate construction of the new Justice Center that would otherwise span the noted interior lot lines, and utility and access easements. Under the currently adopted International Building Code, structures may not span multiple lot lines. Under the provisions of the easements, structures cannot encroach on the defined easement area.

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.

Key Question 1: Does Council find that the applicant has satisfied the standards of the LDRs and agree with the Planning Director's recommendation to acknowledge the Partial Vacation without Replat as presented?

Possible Alternatives.

If any alternative from the recommendation and motion are preferred, the item should be pulled from the consent agenda for a discussion.

1. Continue the item to a future meeting to allow additional time for consideration or to request further information from the applicant and/or staff.
2. Take no action. This would effectively halt the approval process and delay construction of the Justice Center. Staff does not recommend this alternative.

Comprehensive Plan & Priority Alignment.

While there is no Comprehensive Plan provision that directly addresses lot line vacations, this item supports the development of the new Teton County Justice Center, a significant public facility that serves the broader community. The project aligns with the Comprehensive Plan under Common Value #3 — Quality of Life, and Principle 8.2 — Coordinate the provision of infrastructure and facilities needed for service delivery, consistent with the Town's commitment to supporting intergovernmental cooperation and community facility development.

Fiscal Impact.

None.

Staff Impact.

Staff impact for this project including review, drafting staff report, and recording documents is estimated at 15 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Draft Acknowledgement Instrument

Suggested Motion.

I move to acknowledge a Partial Vacation without Replat between Pt. Lot 2 and Lot 3, and for a 20-foot sewer easement to the Town of Jackson on Pt. Lot 2, a 20-foot easement appurtenant to Lot 3, and a 10-foot easement appurtenant to Lot 3, all within the Cache Creek Third Addition subdivision, subject to the Town LDRs, the departmental reviews, minor changes by staff, and this staff report dated May 4, 2026.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P26-037		COUNTY CLERK REVIEW COMMENTS	On the Affidavit Affecting Title: #6 Should say the complete legal description of the map (include the map number and date of filing. It could also say Instrument Number instead of book and page because we dont record by book and page anymore. #7 Legal of the new lot needs review. The legal description should probably not call out Lot 3 because if it is being vacated? The legal description is also missing the reference to the plat number.		
P26-037		ENGINEERING DEPARTMENT COMMENTS	See attached conditions of approval.		
	03/13/2026	LEGAL DEPARTMENT COMMENTS		BTLENZ@JACKSON NWY.GOV	03/13/2026
	03/17/2026	PLANNING DEPARTMENT COMMENTS		MTIPPETTS@JACKSON SONWY.GOV	
		DETERMINATION OF SUFFICIENCY			
		FINAL LETTER			
		FINAL REPORT			
		COMPLETE REPORT			
		TOWN COUNCIL MEETING			
		COMPLETENESS REVIEW			
		BUILDING DEPARTMENT COMMENTS			
		INITIAL REPORT			

Partial Vacation without Replat– APPROVED w CONDTITIONS

P26-0307

ADDRESS: 180 S King St & 145 E Simpson Ave

OWNER: Teton County

APPLICANT: Berning Project Management, c/o Jason Berning

3/13/2026

Brian Lenz, 733-3079

DATE OF SUBMITTAL: 3/6/2026

DATE OF MATERIALS: 3/6/2026

REVISION NO.: 00

The engineering division has reviewed your application for a **PARTIAL VACATION WITHOUT REPLAT** submitted on and with application materials as dated above.

PRIOR TO FINAL APPROVAL THE FOLLOWING CONDITIONS MUST BE ADDRESSED:

1. AFFIDAVIT – Line 3: Revise 23nd to 23rd, March 6th, or the appropriate date.
2. AFFIDAVIT – Review the document and revise it to clarify that the easements appurtenant to Lot 3 are also being vacated. For Example, Line 4 “... vacate the Lot Lines between Lot2 & Lot 3 and Easements appurtenant to Lot 3 of the Properties...” Similar for Line 6.
3. AFFIDAVIT – Review the affidavit and revisit it to clarify that the sewer easement will also be vacated. State that vacation of the sewer easement is effective at the time the new sewer easement has been executed, the new sewer constructed, and the sewer has been accepted by the Town. A separate affidavit may be a better instrument. Revise as necessary.
4. AFFIDAVIT – Line 7: Revise to include the name of the subdivision, Cache Creek Third Addition.
5. EXHIBIT A – Revise as necessary to reflect changes to the affidavit(s). Reduce the exhibit to 11X17 or smaller.
6. EXHIBIT A – Revise the title to The Teton County Justice Center if appropriate.
7. EXHIBIT A – Add lot 3 to the vicinity map and legal description in the title if appropriate.
8. EXHIBIT A – Add the block number and lot numbers from Plats 102 & 605 to the Exhibit. Add any additional information to clarify that the Exhibit is identical to Plats 102 & 605.
9. EXHIBIT A – Remove all easements that are not created by Plat 605. Or and include a note that clarifies all easements of record and sight are not shown. Add the vacated alley reservation for utilities and any other existing easements, including their record document citation. Or



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

March 6, 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 Pt. Lot 2 & Lot 3, Block 5, Cache Creek Third Addition, Plat No. 605, for The Justice Center on Behalf of Teton County
Jorgensen Associates, Inc., Project No. 21036

Dear Staff,

Enclosed you will find the necessary materials for a Planning Permit Application for a Partial Vacation Without Replat for the new Justice Center. We are submitting this application on behalf of Teton County. The structure will span Lots 2 and 3 of Block 5 of Cache Creek Third Addition, as described on Plat 605 of record in the Office of the Clerk of Teton County, Wyoming. Partial vacation of said lots is required to accommodate the structure.

For processing, please find enclosed the following items:

- Project Narrative
- Planning Permit Application
- Letter of Authorization
- 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.

Isaac Boettcher

Isaac Boettcher
Planning Technician II

**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: Teton County Justice Center Partial Vacation Request

Physical Address: 180 S KING STREET, JACKSON, WY 83001

Lot, Subdivision: PT. LOT 2, BLK. 5, CACHE-3 (COUNTY COURTHOUSE, SOCIAL SERVICES, JAIL & PARKING LOT) PLAT NO. 605 PIDN: 22-41-16-34-2-07-003

PROPERTY OWNER

Name: Teton County C/O Jason Berning

Phone: 307-699-3733

Mailing Address: PO Box 485, Victor ID 83455

Email: berningpm@gmail.com

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

03-06-2026

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:

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

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: Jason Berning Title: Owners Representative

Being duly sworn, deposes and says that Teton County is the owner in fee of the premises located at: _____
Name of legal property owner as listed on deed

Address of Premises: 180 S King Street / Jackson, WY 83001

Legal Description: PT. LOT 2, BLK 5, CACHE-3 / LOT 1, SUNRISE ADDITION

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Jason Berning / Berning Project Management

Mailing address of Applicant/agent: PO Box 485 / Victor, ID 83455

Email address of Applicant/agent: berningpm@gmail.com

Phone Number of Applicant/agent: 307-699-3733

Is authorized to act as property owner's agent 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 ☐ Home Occupation ☐ Other (describe) _____

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.

Jodie Pond

Property Owner Signature

BCC Administrator

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

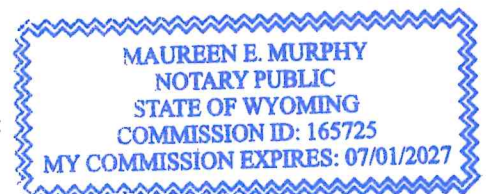
STATE OF Wyoming)
) SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Jodie Pond this 17th day of November, 2005. WITNESS my hand and official seal.

Notary Public

Maureen E. Murphy

My commission expires:





April 16, 2026

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

-via email to planning@jacksonwy.gov -

RE: Partial Vacation Without Replat between Pt. Lot 2 & Lot 3, Block 5, Cache Creek Third Addition, Plat No. 605 – Response to Review Comments and submittal of revised Affidavit and Partial Vacation Exhibit.

Mr. Valentine,

We are in receipt of all review comments and have addressed said comments in **bold**:

Teton County Clerk

ON THE AFFIDAVIT AFFECTING TITLE:

1. #6 Should say the complete legal description of the map (include the map number and date of filing. It could also say Instrument Number instead of book and page because we don't record by book and page anymore.
 - a. **Added**
2. #7 Legal of the new lot needs review. The legal description should probably not call out Lot 3 because if it is being vacated? The legal description is also missing the reference to the plat number.
 - a. **Added**

Engineering

AFFADAVIT:

1. Line 3: Revise 23nd to 23rd, March 6th, or the appropriate date.
 - a. **Revised to 23rd**
2. Review the document and revise it to clarify that the easements appurtenant to Lot 3 are also being vacated. For Example, Line 4 "... vacate the Lot Lines between Lot2 & Lot 3 and Easements appurtenant to Lot 3 of the Properties..." Similar for Line 6.
 - a. **Revised to include appurtenant easements including the sewer with conditions.**

3. Review the affidavit and revisit it to clarify that the sewer easement will also be vacated. State that vacation of the sewer easement is effective at the time the new sewer easement has been executed, the new sewer constructed, and the sewer has been accepted by the Town. A separate affidavit may be a better instrument. Revise as necessary.
 - a. **Added specific verbiage vacating easement based on the conditions provided above.**
4. Line 7: Revise to include the name of the subdivision, Cache Creek Third Addition.
 - a. **Revised.**

EXHIBIT A:

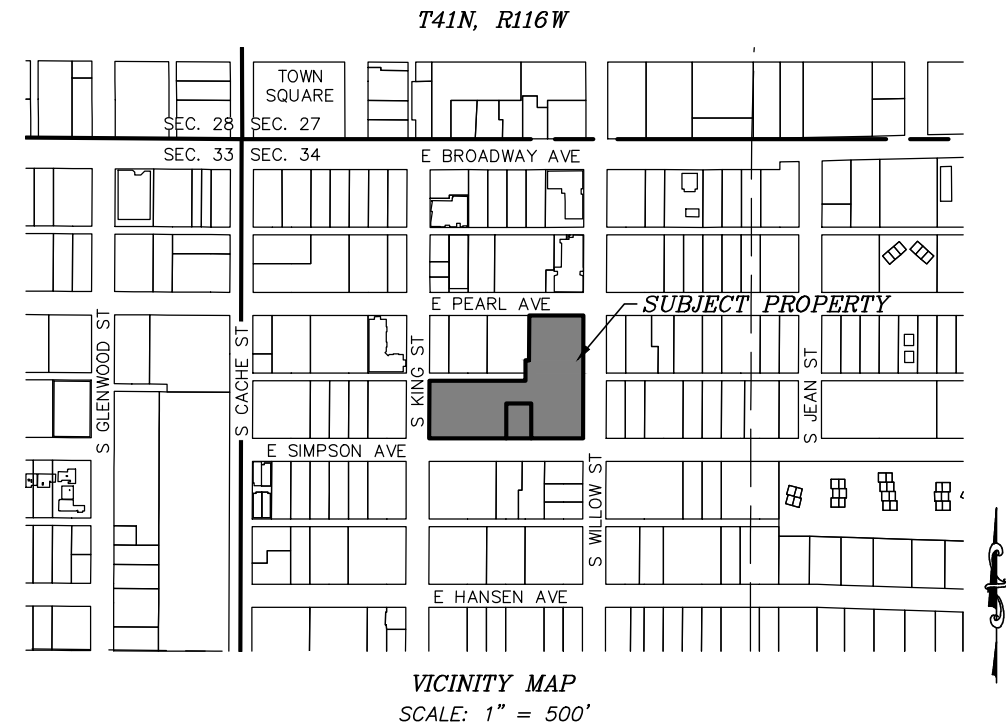
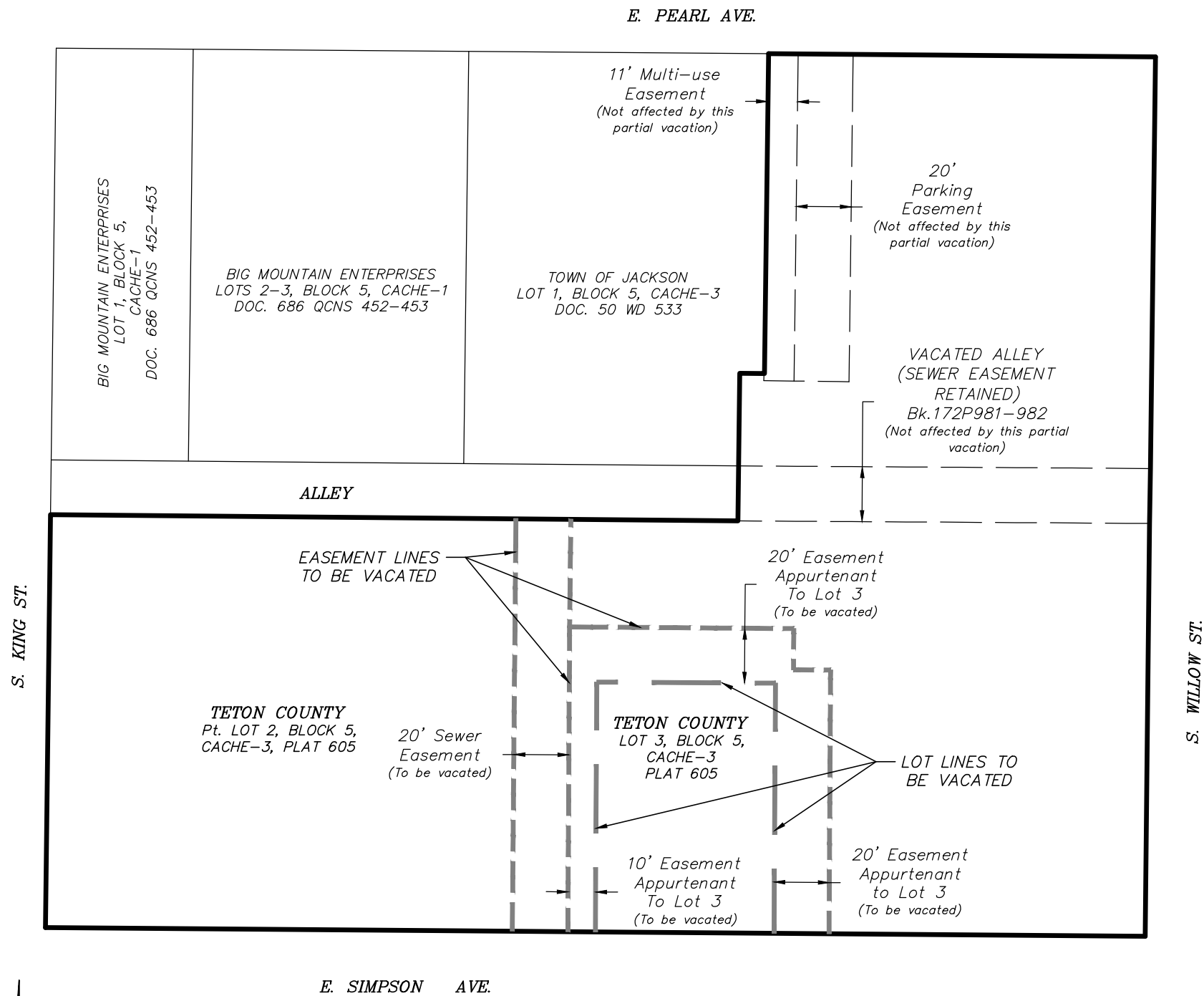
5. Revise as necessary to reflect changes to the affidavit(s). Reduce the exhibit to 11X17 or smaller.
 - a. **Exhibit was reduced to 11X17**
6. Revise the title to The Teton County Justice Center if appropriate.
 - a. **Title is revised to include The Teton County Justice Center**
7. Add lot 3 to the vicinity map and legal description in the title if appropriate.
 - a. **Added**
8. Add the block number and lot numbers from Plats 102 & 605 to the Exhibit. Add any additional information to clarify that the Exhibit is identical to Plats 102 & 605.
 - a. **Added**
9. Remove all easements that are not created by Plat 605. Or and include a note that clarifies all easements of record and sight are not shown. Add the vacated alley reservation for utilities and any other existing easements, including their record document citation. Or
 - a. **Added**

There were no comments from any other departments to our knowledge.

Sincerely,
JORGENSEN ASSOCIATES, Inc.

Isaac Boettcher
Isaac Boettcher
Planning Technician II

P:\2021\21036-TC Courthouse\20-Planning\CAD\21036_TC Justice Center_Partial Vacation Exhibit.dwg

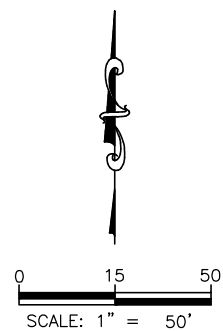


LEGEND	
	boundary, subject property
	boundary, adjoining property
	boundary, easement, as noted
	property boundary, vacated
	easement boundary, vacated

NOTE
Easements shown are based on record information from Plat 605, however, a complete search of public records was not conducted. Easements of sight or record may exist that are not shown.

EXHIBIT A
PARTIAL VACATION FOR
The Teton County Justice Center
Part of Lot 2, Lot 3, Block 5, Cache Creek Third
Addition to the Town of Jackson

LOCATED WITHIN
Section 34, Township 41 North, Range 116 West, 6th P.M.
Teton County, Wyoming



PREPARED BY: KB

MAP PREPARED: 04/16/2026

PROJECT NUMBER: 21036

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 180 S King Street, Jackson, Wy 83001 & 145 E Simpson Avenue, Jackson, Wy 83001, which is legally described as Lot 2 & Lot 3, Block 5, *Cache Creek Third Addition*, Plat No. 605 as recorded as Instrument Number 265148 in the Office of the Teton County, Wyoming Clerk on May 15, 1986 with the PIDN 22-41-16-34-2-07-003 & 22-41-16-34-2-07-006 ("Properties).
2. As of the record date of this Affidavit, the record owner(s) of the Properties is Teton County
3. On January 23rd, 2025, the record owner(s) requested the vacation of the Lot Lines between *Lot 2 & Lot 3 Block 5*, together with the vacation of the sewer easement and the easements appurtenant to, and surrounding Lot 3, as created by *Cache Creek Third Addition*, Plat No. 605. Said lot lines and easements to be vacated are graphically depicted on EXHIBIT "A" attached hereto.
4. On _____, 20__, the Jackson Town Council met to consider a request to vacate the Lot Lines between *Lot 2 & Lot 3 Block 5* of the Properties, together with the vacation of the sewer easement and the easements appurtenant to, and surrounding, Lot 3, as created by *Cache Creek Third Addition*, Plat No. 605, and acknowledged the vacation.
5. On _____, 20__, the Jackson Town Council determined the requested vacation of the lot line between Lot 2 and Lot 3, Block 5 of the Properties, together with the vacation of the sewer easement and the easements appurtenant to, and surrounding, Lot 3, as created by *Cache Creek Third Addition*, Plat No. 605, 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, subject to the conditions set forth herein with respect to the sewer easement.

6. As a result, the Teton County Clerk is hereby directed to:
 - a. note "VACATED" across the former lot line between Lot 2 and Lot 3, Block 5, Cache Creek Third Addition, Plat No. 605, as recorded as Instrument No. 265148.
 - b. terminate and vacate all easements appurtenant solely to Lot 3, Block 5, as created by Cache Creek Third Addition, Plat No. 605, except as otherwise provided herein.
 - c. With respect to the sewer easement serving Lot 3 as created by Cache Creek Third Addition, Plat No. 605, said easement shall be deemed vacated only upon satisfaction of the following conditions:
 - i. a new sewer easement has been executed and recorded,
 - ii. the new sewer infrastructure has been constructed, and
 - iii. the new sewer infrastructure has been accepted by the Town of Jackson.

Upon satisfaction of the foregoing conditions, the existing sewer easement shall be deemed vacated without further action, and the Teton County Clerk may reference this instrument accordingly.

7. As a result of the partial vacation, the Property shall be considered a single lot and shall be referred to as Lot 2 and Lot 3, Block 5, Cache Creek Third Addition, Plat No. 605, recorded May 15, 1986, in the Office of the Teton County Clerk.
8. As a result, the combined lots cannot be re-subdivided without first receiving subdivision approval from the Town of Jackson, the combination of lots shall be treated as one for all purposes under the Town of Jackson Land Development Regulations in effect at that time, and the combined lots shall be treated as one lot for all purposes under the Town of Jackson Land Development Regulations.

FURTHER AFFIANT SAYETH NAUGHT.

Dated: _____,

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, Town of Jackson Planning Director, on this ____ day of _____, 20__.

WITNESS, my hand and official seal.

My Commission Expires:

Dated: _____,

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	External Affairs	Presenter:	Susan Scarlata
Agenda Item:	Working Agreements Check-In & Council Pay Philosophy	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and adopt updates to its Working Agreements and to consider adopting a Council Pay Philosophy to guide future salary decisions. At its Retreat, Council directed staff to schedule regular check-ins about Council's Working Agreements starting with one in May of 2026. In February, Council also directed staff to draft a Scoping Report about a potential Town Council Pay Philosophy. As staff began the second item, presenting the two together made sense as they are both relatively small and there is some overlap between the two.

Recommendations.

Staff recommends Council accept the additions to the Working Agreements as presented and direct staff to bring back Resolutions related to both the Working Agreements and the Town Council Pay Philosophy.

Background.

Working Agreements: At Town Council's Retreat in January of 2026, Council went through its Working Agreements, suggested updates, and supported having quarterly check-ins to review and discuss these agreements. Staff has incorporated Council's suggested updates into the current Working Agreements and noted where some updates were already in the agreements. Where appropriate, staff added suggestions to phrases to emphasize points or explain intended meanings.

Pay Philosophy: In February of 2026, Council reviewed its salary structure. In recent years, the Town developed an 'Employee Pay Philosophy.' After Council reviewed its salaries, it passed a motion for a Scoping Report about developing a 'Council Pay Philosophy.' As staff began to plot out work on that item, we realized that it could be folded into this staff report to cover both at once. Staff has included the 'Employee Pay Philosophy' here with related analysis and a proposal for Council later in this report. In addition, State Statutes have some guidance about elected official salaries. Statutes set minimum per meetings salaries of \$600 for Mayors and \$10 for Councilors but do not outline salary maximums. Statutes also prohibit changing the salary of any elective officer during their term in office.

Analysis & Key Questions.

Topic #1: Working Agreements

Staff updated the attached Working Agreements to reflect related Council dialogue at the Retreat. New elements are highlighted in red font and, where appropriate, are added as explanations or emphasis on the prior version. Red font on its own indicates entirely new statements that Council generated. An asterisk* and red font denotes statements added to sentiments already present in the agreements.

Key Question #1: Does Council want to direct staff to bring back a Resolution with this version of the Working Agreements? Are there additions, subtractions, or amendments to what is provided?

Topic #2: Council Pay Philosophy

Staff understand Council's interest in having a 'Council Pay Philosophy' is to establish a guide and consistent perspective for future Councils to reference as they are asked to consider Council salaries every two years. Staff used the Town's 'Employee Pay Philosophy,' which was developed by consultants in 2023, State Statute, and other reference points to

pull together an initial draft of a potential philosophy.

TOWN EMPLOYEE PAY PHILOSOPHY: The Town of Jackson recognizes that its employees are its greatest asset in providing quality municipal services and strives to maintain a positive organizational culture. To maintain that positive culture, the Town is committed to showing how much it values its employees through comprehensive compensation and benefits packages. The Town of Jackson's philosophy is to retain the incredible staff we have, recruit new staff fitting into our organizational culture and philosophy through providing clear and transparent pay bands, grade assignments, and an overall pay plan competitive with the market. The Town also prioritizes retention of current employees through an advancement program that fosters career progression across the organization. In addition, the Town encourages work/life balance by providing a significant paid time off program and regularly recognizes staff through appreciation awards. Going forward, the Town is committing to complete annual cost of labor check-ins to guide annual market and merit adjustments, and a comprehensive compensation study every 5-7 years.

While the Employee Pay Philosophy provides a useful frame, Council's role as elected officials differs significantly from staff, so staff recommends that the two philosophies not directly mirror one another. For the draft below, staff also referenced verbiage in the lead-in to the 'Working Agreements' that enumerates that Town Council sees its 'service as a privilege, not a career.' Staff also considered the most recent updates and related discussion to Town Council's salary, which were approved in the winter of 2026. Increases to Council's salary proposed and adopted then were based on 'inflation related to all items in the U.S. city average...' and rounded to a 5.64% increase from Council's 2024 salaries. Staff sees adjusting Council salaries for inflation as a reasonable approach. Another factor to consider is if increasing Council's salary impacts the number of Town residents able to serve on Town Council. Staff based the following 'Council Pay Philosophy' on these factors and the fact that Councilors are elected, not hired.

DRAFT COUNCIL PAY PHILOSOPHY: The Mayor and members of Town Council are compensated for serving the Town of Jackson and its constituents with salaries and comprehensive benefit packages. Town Council is integral to the organization and to moving the Town's policy-level business forward. Councilors serve as a privilege, not a career. Council is tasked with preparing for and attending meetings and voting on a wide range of items and issues. Town Council is compensated at rates that reflect part-time work, so time commitments for success in this role should reflect that. Per Jackson Municipal Code, Council reviews its salaries every two years, during General Election or even years, when it can increase, decrease, or leave its salaries the same. Changes to elected official's salaries cannot take effect for anyone currently in office. Considering average annual inflation rates as a guide is a reasonable benchmark for Council to consider when reviewing salaries, subject to the Town's fiscal condition and broader economic context.

Key Question #2: Does Council want to adopt this 'Council Pay Philosophy?' Are there additions, subtractions, or amendments to what is provided?

Possible Alternatives.

Alternative 1: Council can suggest additions or revisions to the Working Agreements or the 'Council Pay Philosophy.'

Alternative 2: Council can table the Pay Philosophy for further development as a standalone item.

Comprehensive Plan & Priority Alignment.

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

- Strategy 8.1.S.7 – Explore the affordability of community services to support equitable access throughout the Town and County.

Section 9: Adaptive Management.

- Policy 9.3.c – Engage the public to seek new ideas.

Section 10: Plan Implementation.

- Policy 10.3.a – The Community will implement the Plan daily.

Fiscal Impact.

None at this time.

Staff Impact.

Staff spent approximately five hours researching for and preparing this staff report. Having a 'Council Pay Philosophy' to reference in the future could save time in the future.

Attachments or Links.

- Updated Working Agreements

Suggested Motion.

Motion #1: I move to direct staff to prepare a Resolution for Council consideration at an upcoming meeting about Council's Working Agreements based on the presentation and discussion today.

Motion #2: I move to direct staff to prepare a Resolution for Council consideration at an upcoming meeting about a Council Pay Philosophy based on the presentation and discussion to.



TOWN COUNCIL WORKING AGREEMENTS

We establish these working agreements to create a shared understanding of how we will move work we do for the community forward, how we treat one another, what we expect from one another, and to emphasize that we have a shared commitment to civility, compassion, and service as a privilege, not a career. **We agree to check-in on how we are doing with these regularly.**

Assuming positive intent between and among one another we agree to the following.

DISCUSSION

We agree to:

- Avoid grandstanding. ***Be less political, do not fill meetings with speeches.**
- Minimize repetition. ***Once said, it's said, then move on.**
- Refrain from back and forth debate.

CONSENSUS & VOTING

We agree to:

- Express our opinion and vote.
- Work towards consensus when appropriate.
- Understand that a split vote is not personal.

RESPECT

We agree to:

- Not surprise each other or staff at meetings.
- ***Ask questions of staff before meetings and notify Mayor and Town Manager of major concerns.**
- Act professionally.
- Treat staff and constituents with respect at and beyond the lectern.

POSITIVITY

We agree to:

- Thank each other.
- Celebrate successes.

FAIRNESS & EQUITY

We agree to:

- **Share the air. Leave space for everyone to speak and *have equal time.**
- **Share responsibility to speak first.**
- Be consistent.
- Transparency in our words and deeds.

THE BODY POLITIC

We agree to:

- Support the decision and Council even if we voted in opposition.
- Not undermine decisions already made.
- Refrain from belaboring or lobbying issues with each other or staff after action has been taken.
- ***Mayor works to clearly define shift from time for questions to discussion.**

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Internal Services	Presenter:	Lynsey Lenamond
Agenda Item:	Application for New Restaurant Liquor License at 975 Alpine Lane Suite #2	Public Comment:	Yes

Purpose & Policy Considerations.

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

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

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

Recommendations.

Staff recommends approval of the application.

Background.

On March 13, 2026, staff received an application for a new Restaurant liquor license from Tacos La Chapis LLC for operation at 975 Alpine Lane, Suite #2. Tacos La Chapis LLC is proposing to operate a restaurant at this location. The application has been reviewed by the Town Clerk's office, Town Attorney, Administration, Planning and Building, and the Fire Department, and has been coordinated with the Wyoming Liquor Division.

Analysis & Key Questions.

Staff reviewed this application against each of the statutory criteria below and finds no basis for denial. The Town Council should consider the following from Wyoming Statute §12-4-104(b) regarding a new liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

Key Question: Does Council agree with staff's recommendation to approve the application?

Possible Alternatives.

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

1. Continue the public hearing to gain further public comment or information on issues related to the findings. Staff does not recommend this alternative absent a specific unresolved issue raised during the hearing.
2. Deny the application. Council may deny the application if it finds, based on evidence presented at the hearing, that one or more of the statutory grounds for denial under Wyoming Statute §12-4-104(b) have been established.

Comprehensive Plan & Priority Alignment.

This application relates to the Comprehensive Plan under:

Principle 8.1 – Maintain current, coordinated service delivery.

- Policy 8.1.a, the delivery of quality levels of service to the community.

It also relates to the health, safety and welfare of the community as discussed in section 8.

Fiscal Impact.

Upon approval, Tacos La Chapis LLC will pay a prorated Restaurant liquor license fee of \$2,712.33, reflecting the remaining portion of the current license year. The full annual license fee will apply at renewal. Upon approval, the fee will be deposited in the Town's General Fund.

Staff Impact.

The impact on the Clerk's office will total approximately 5 hours, including time spent with the applicant reviewing the license and application requirements, processing the application, reviewing the application and license with the Wyoming Liquor Division, and preparing the license. The Town Attorney, Administration, Planning and Building, and Fire Department spent time reviewing the application as well.

Attachments or Links.

Application for New Restaurant Liquor License.

Suggested Motion.

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

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

**NEW OR RENEWAL
LIQUOR LICENSE OR
PERMIT APPLICATION**

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY			
Customer #; _____			
Transf. from; _____			
1 st Reviewer;		<i>/</i>	<i>/</i>
2 nd Reviewer;		<i>/</i>	<i>/</i>

CLERK SECTION: Completed by City / Town / County Clerk		Local License #	
Filing in Jurisdiction: <u>Jackson</u>		Date filed with clerk: <u>3</u> / <u>13</u> / <u>26</u>	
☒ CITY or TOWN OF: <u>Jackson</u>		Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing) <u>4</u> / <u>22</u> / <u>26</u> & <u>4</u> / <u>29</u> / <u>26</u>	
☐ COUNTY OF: _____		Public Hearing Date: <u>5</u> / <u>4</u> / <u>26</u>	
Fees Annual License Fee: \$ _____ Prorated License Fee: \$ <u>2712.33</u> Transfer Fee: \$ _____		Publishing Fee: \$ <u>50.00</u> Publishing Fee Direct Billed to Applicant: ☐	
License Term: <u>5</u> / <u>5</u> / <u>26</u> Through <u>3</u> / <u>31</u> / <u>27</u> Month / Day / Year Month / Day / Year			
LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY! PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION. NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.			
SECTION 1: APPLICANT & LOCATION INFORMATION			
Applicant (Business Name): <u>Tacos La Chapis LLC</u>			
Doing Business As (DBA) / Trade Name: <u>Tacos La Chapis</u>			
Building to be licensed / Building Address: <u>975, Suite #12, Alamo Lane</u> (Address Number, and Suite or Unit Number, and Street or Road Name)			
<u>Jackson</u> <u>WY</u> <u>83002</u> <u>Teton</u> City State Zip County			
Local Mailing Address: <u>PO Box 13945</u> (Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)			
<u>Jackson</u> <u>WY</u> <u>83002</u> <u>Teton</u> City State Zip County			
Business Telephone Number: <u>307-264-9444</u> Fax Number: _____			
Business E-Mail Address: <u>aempresarialesjh@gmail.com</u>			
Business Primary Contact: <u>Maribel</u> <u>Robles</u> First Name Last Name			
SECTION 2: FILING AS (CHOOSE ONLY ONE)			
☐ INDIVIDUAL ☐ GENERAL PARTNERSHIP ☐ LP ☐ LLP ☐ LLLP ☒ LLC ☐ LC ☐ CORPORATION (INC)			
☐ NON-PROFIT CORPORATION (NCORP) ☐ POLITICAL SUBDIVISION ☐ ORGANIZATION ☐ OTHER _____			
SECTION 3: FILING FOR (CHOOSE ONLY ONE)			
☒ NEW LICENSE OR PERMIT ☐ RENEWAL OF LICENSE OR PERMIT			
☐ TRANSFER OF LOCATION ☐ TRANSFER OF OWNERSHIP* ☐ TRANSFER OF OWNERSHIP* and LOCATION			
*For a Transfer of Ownership: Attach a Form of Assignment Formerly Held by: _____			
SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)			
(a) <u>Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales</u>			
☐ RETAIL LIQUOR LICENSE ☐ COUNTY MALT BEVERAGE PERMIT ☐ MICROBREWERY PERMIT			
☐ WINERY PERMIT ☐ WINERY SATELLITE PERMIT ☐ MANUFACTURER SATELLITE PERMIT			
(i) <u>Primary Business Type (CHOOSE ONLY ONE)</u> (W.S. 12-6-101(c)(vi))			
☐ ON-PREMISE: BAR ☐ OFF-PREMISE: PACKAGE STORE ☐ ON & OFF PREMISE: BAR & PACKAGE STORE			
(b) <u>Licenses and Permits Authorized for ONLY On-Premise Sales</u>			
☒ RESTAURANT LIQUOR LICENSE ☐ BAR AND GRILL LIQUOR LICENSE ☐ SPECIAL MALT BEVERAGE PERMIT			
☐ RESORT LIQUOR LICENSE ☐ RESORT HOTEL LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE-SKI RESORT			
LIMITED RETAIL LIQUOR LICENSE (CLUB) ☐ GOLF CLUB ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ SOCIAL CLUB			
SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)			
☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv)) ☐ GOLF CLUB (W.S. 12-5-201(f)) ☐ GUEST RANCH (W.S. 12-5-201(f))			
☐ Other: _____			
SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)) and to assist the Liquor Division with Scheduling Inspections)			
☐ SEASONAL MONTHS OF OPERATION: from <u>Jan</u> to <u>Dec</u> ☒ All Year (Jan-Dec)			
☐ NON-OPERATIONAL / PARKED DAYS OF WEEK OF OPERATION: from <u>Mon</u> to <u>Sun</u> ☒ Every Day (Mon-Sun)			
HOURS OF OPERATION: from <u>10am</u> to <u>10pm</u> ☐ 24 Hours a Day			

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

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

Does the Applicant own or lease the licensed building?

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

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

- (i) The lease term expiration date is: 11 / 30 / 2030; or, ☐ Does not expire / Automatically Renews.

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

- (ii) The lease term information is located on page(s) 1 paragraph(s) 2-3
- (iii) Sales provision for alcoholic or malt beverages: located, on page(s) 5 paragraph(s) 3-6

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

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

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

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

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

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

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

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

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

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

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

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

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

8. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-406

Does the resort complex:

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

9. RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-406

Does the resort hotel:

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

10. MICROBREWERY PERMIT:

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

- (a) Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO
- If YES to (a); contact the Wyoming Liquor Division for further information.
- RENEWAL ONLY: PRODUCTION REQUIREMENTS: W.S. 12-1-101(a)(xix)
- (b) Malt Beverage Production
- Minimum barrel production required for the current license term: 50,000
- (i) Barrels produced to date for the current license term: _____
- (ii) Variance: _____
- (c) Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) by the end of the current license term as required by law? ☐ YES ☐ NO
- (d) If NO to (c), attach a written explanation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Maribel Robles Sanchez							
Benjamin Perez							
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(May 2025)

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

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

FILING FOR: RENEWAL

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

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

Requires signatures by:

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

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

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

STATE OF WYOMING

COUNTY OF Teton

J.S.S.

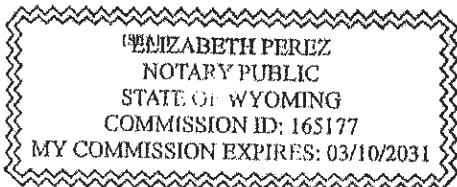
Signed and sworn to before me on this 7th day of January, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) <u>Maribel R S</u> (Signature)	<u>Maribel Robles</u> (Printed Name)	<u>Member</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires: March 10th 2031



Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002**

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 14679

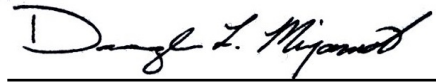
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

**TACOS LA CHAPIS LLC
975 ALPINE LN #2
JACKSON, WY 83001**

**EXPIRATION DATE:
1/19/2027**

**TACOS LA CHAPIS LLC
MARIBEL ROBLES SANCHEZ
PO BOX 10824
JACKSON, WY 83002**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION**

TACOS \$4.50 EA.

ASADA

Grilled, marinated beef served in a warm handmade corn tortilla

AL PASTOR

Marinated pork cooked on a vertical trompo with spices and pineapple

CHORIZO

Savory Mexican sausage grilled until crispy, served on a handmade corn tortilla

CABEZA

Slow-cooked beef head meat, rich and tender, served on a handmade corn tortilla

LENGUA

Beef tongue braised until tender, sliced and served on a handmade corn tortilla

CACHETE

Beef cheek slow-cooked until melt-in-your-mouth tender, served on a handmade corn tortilla

BISTEC CON NOPALES

Grilled beef steak sautéed with fresh nopales (cactus), served on a handmade corn tortilla

MENU



MÁS TACOS

CARNITAS

Pork slowly cooked in its own manteca until tender and lightly crispy, served on a handmade corn tortilla

CUERITO

Tender pork skin with a soft texture, served on a handmade corn tortilla

SUADERO

Thin-cut beef slow-cooked until juicy with lightly crispy edges, served on a handmade corn tortilla

CAMPECHANO

A classic mix of beef and chorizo grilled together, served on a handmade corn tortilla

BUCHE

Pork stomach slow-cooked until tender, then lightly grilled, served on a handmade corn tortilla

ESTILLO
TLAXCALA

QUESADILLAS DE MAIZ

ASADA

Grilled, marinated beef, served with Oaxaca cheese

AL PASTOR

Marinated pork cooked on a vertical trompo with spices and pineapple

CHORIZO

Savory Mexican sausage grilled until crispy, served with Oaxaca cheese

CABEZA

Slow-cooked beef head meat, rich and tender, served with Oaxaca cheese

LENGUA

Beef tongue braised until tender, sliced, served with Oaxaca cheese

CACHETE

Beef cheek slow-cooked until melt-in-your-mouth tender, served with Oaxaca cheese

BISTEC CON NOPALES

Grilled beef steak sautéed with fresh nopales (cactus), served with Oaxaca cheese

MENU



*Nada como el estilo
del Tecuandador ...*

TORTAS

JAMON

Ham with beans, melted cheese, avocado, tomato, onion, and your choice of jalapeño, chipotle, or habanero.

SALCHICHA

Fried sausage with beans, melted cheese, avocado, tomato, onion, and your choice of jalapeño, chipotle, or habanero.

MILANESA DE POLLO

Breaded chicken cutlet with beans, melted cheese, avocado, tomato, onion, and your choice of jalapeño, chipotle, or habanero.

MILANESA DE RES

Breaded beef cutlet with beans, melted cheese, avocado, tomato, onion, and your choice of jalapeño, chipotle, or habanero.

QUESO DE PUERCO

Pork head cheese with beans, melted cheese, avocado, tomato, onion, and your choice of jalapeño, chipotle, or habanero.

CUBANA

Ham, Pork head cheese, sausage, breaded beef or breaded chicken, cheese, beans, with: avocado, tomato, onion, and your choice of jalapeño, chipotle, or habanero.

DESSERTS

CHOCOFLAN

Chocolate cake topped with rich flan

FLAN

Creamy Mexican caramel custard with a smooth, melt-in-your-mouth texture.

CHURROFLAN

Flan topped with crunchy cinnamon-sugar churro pieces.

3 LECHE

Moist sponge cake soaked in three kinds of milk, finished with whipped cream.

MENU



APPETIZERS

CHIPS AND GUACAMOLE

Crispy tortilla chips served with fresh, creamy guacamole.



Liquor License Application
Type:

Plan of Operations

Applicant: Tacos La Chapis LLC

DBA: _____

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

Full-service restaurant providing prepared food for on-premises
consumption, with alcoholic beverages offered as an accessory to meals

What type of alcoholic beverages will be available to customers?

Beer

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

Alcoholic beverages will be served by trained staff to seated customers.
No self-service or vending of alcohol. Alcohol will only be served
during normal kitchen operating hours.

No take-out or off-premise alcohol sales unless authorized by the license.

What is the official building capacity? 100 people

Do you plan to serve alcohol outside on a deck or patio? No

If so, include a sketch or site plan showing the outside area.

If so, describe the outside area, including egress: _____

What is your plan to keep customers from leaving with open alcohol containers?

All alcoholic beverages will be served in designated glassware for on-premises
Staff will monitor exits and dining areas to ensure that no customers leave
the premises with alcohol containers. Signage will be posted at exits.

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

	<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1)	<u>Maribel Robles</u>	<u>Owner</u>	<u>maryrobles650@yahoo.com</u>
2)	<u>Benjamin Perez</u>	<u>General Manager</u>	<u>benjattarmas@gmail.com</u>
3)	<u>Juan Perez</u>	<u>Office Manager</u>	<u>qempresariales@gmail.com</u>

Completed by: Maribel RS Date: 12-18-2025

LEASE MODIFICATION AGREEMENT

This Lease Modification Agreement ("Modification") is made as of 10 March, 2026, by and between 975 Alpine LLC, having an address c/o BNS Real Estate LLC, 1536 Third Avenue, New York, NY 10028 ("Landlord"), and La Bodega LLC, having an address at 975 Alpine Street Jackson, WY ("Tenant").

WHEREAS:

A. Landlord and Tenant's predecessor-in-interest entered into a certain lease dated as of May 16, 2016 which lease was assigned to La Bodega LLC pursuant to a certain Assignment and Assumption of Lease December 1, 2020 (hereinafter collectively called the "Lease"), with respect to a portion of the building located at 975 Alpine Street, Jackson, Wyoming, as more particularly described in Appendix "A" to the Lease (hereinafter called the "Premises"); and

B. Tenant has requested permission to sell and serve alcoholic and/or malt beverages in connection with the operation of a restaurant at the Premises; and

C. Landlord is willing to grant such permission, subject to the terms, conditions, and limitations set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Limited Permission to Sell Alcoholic and Malt Beverages. Notwithstanding anything to the contrary contained in the Lease, Landlord hereby grants Tenant limited permission to sell and serve alcoholic beverages and/or malt beverages solely in conjunction with the operation of a restaurant at the Premises (the "Alcohol Permission"). Such permission shall apply only to the portion of the Premises used as a restaurant, and shall not apply to any other portion of the Premises, whether now existing or hereafter designated.

2. Compliance With Laws and Licensing. The Alcohol Permission is expressly conditioned upon Tenant's strict and continuous compliance with (i) all applicable federal, state, and local laws, statutes, codes, rules, and regulations; (ii) all applicable licensing and permitting requirements, including without limitation liquor licenses, permits, and approvals issued by any governmental or regulatory authority; and (iii) all requirements, conditions, and limitations contained in any such licenses or permits.

Tenant shall be solely responsible, at its cost and expense, for obtaining, maintaining, renewing, and complying with all required licenses and permits. Tenant shall provide Landlord with a copy

of the New or Renewal Liquor License or Permit Application promptly upon submission to the applicable licensing authority, and a copy of the issued license or permit promptly upon approval.

3. Revocation of Permission. Landlord reserves the right, upon written notice to Tenant, to revoke the Alcohol Permission in the event that (a) Any required license or permit is revoked, suspended, canceled, expires without renewal, or is otherwise withdrawn; (b) Tenant violates any applicable law or regulation relating to the sale or service of alcoholic or malt beverages; or (c) Tenant is in default under the Lease beyond any applicable notice and cure period.

Upon revocation, Tenant shall immediately cease the sale and service of alcoholic and malt beverages at the Premises.

4. No Waiver; No Expansion of Use. Nothing contained herein shall be deemed to (a) Expand or modify the Permitted Use under the Lease beyond the limited permission expressly granted herein; (b) Constitute Landlord's consent to any assignment, sublease, or change in operation; or (c) Waive any rights or remedies of Landlord under the Lease.

Except as expressly modified hereby, all terms, covenants, and conditions of the Lease shall remain in full force and effect.

5. Sublease. Notwithstanding anything contained in the Lease to the contrary, Tenant may sublease the Premises, or a portion thereof, to a subtenant (the "Restaurant Subtenant") for the purpose of operating a restaurant and selling and serving alcoholic and/or malt beverages in connection therewith, provided that: (a) the identity of the Restaurant Subtenant and the form of the proposed sublease are first submitted to and approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; (b) the Restaurant Subtenant obtains and maintains all licenses, permits, and governmental approvals required for the lawful operation of a restaurant and the sale and service of alcoholic and/or malt beverages, including any required liquor license; (c) the Restaurant Subtenant complies with all applicable federal, state, and local laws, statutes, codes, rules, and regulations governing the operation of restaurants and the sale and service of alcoholic and/or malt beverages; and (d) no such sublease shall release Tenant from any of its obligations under the Lease, and Tenant shall remain fully liable for the performance of all terms, covenants, and conditions of the Lease.

A. Insurance Requirements for Restaurant Operations. Tenant shall cause the Restaurant Subtenant to maintain, at all times during the term of the sublease and any occupancy of the Premises, liquor liability (dram shop) insurance and commercial general liability insurance covering the operation of the restaurant and the sale and service of alcoholic and/or malt beverages at the Premises. Such policies shall be issued by insurers reasonably acceptable to Landlord and shall provide limits of liability of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate, or such greater amounts as Landlord

may reasonably require from time to time. Landlord, and any mortgagee of Landlord shall be named as additional insureds on such policies. Certificates of insurance evidencing such coverage shall be delivered to Landlord prior to the commencement of restaurant operations and upon renewal of such policies.

Indemnification. Tenant shall indemnify, defend and hold harmless Landlord, its agents, members, partners, officers, employees and mortgagees from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to (i) the operation of the restaurant at the Premises, (ii) the sale, service or consumption of alcoholic and/or malt beverages at the Premises, or (iii) any act or omission of the Restaurant Subtenant or its employees, agents, contractors or patrons. The provisions of this Section shall survive the expiration or earlier termination of the Lease.

6. Governing Law. This Modification shall be governed by and construed in accordance with the laws of the State of Wyoming.

7. Counterparts. This Modification may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement.

IN WITNESS WHEREOF: The parties have executed this Lease Modification Agreement as of the date first written above.

LANDLORD:
975 Alpine LLC

Name:
Title:

MARY BLODGETT
MEMBER

TENANT:
La Bodega LLC

Maribel RS
Name: Maribel Robles Sanchez
Title: owner

See attached counter signature

This Lease Modification Agreement ("Modification") is made as of 17 Feb, 2026, by and between 975 Alpine LLC, having an address c/o BNS Real Estate LLC, 1536 Third Avenue, New York, NY 10028 ("Landlord"), and La Bodega LLC, having an address at 975 Alpine Street Jackson, WY ("Tenant").

WHEREAS:

A. Landlord and Tenant's predecessor-in-interest entered into a certain lease dated as of May 16, 2016 which lease was assigned to La Bodega LLC pursuant to a certain Assignment and Assumption of Lease December 1, 2020 (hereinafter collectively called the "Lease"), with respect to a portion of the building located at 975 Alpine Street, Jackson, Wyoming, as more particularly described in Appendix "A" to the Lease (hereinafter called the "Premises"); and

B. Tenant has requested permission to sell and serve alcoholic and/or malt beverages in connection with the operation of a restaurant at the Premises; and

C. Landlord is willing to grant such permission, subject to the terms, conditions, and limitations set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Limited Permission to Sell Alcoholic and Malt Beverages. Notwithstanding anything to the contrary contained in the Lease, Landlord hereby grants Tenant limited permission to sell and serve alcoholic beverages and/or malt beverages solely in conjunction with the operation of a restaurant at the Premises (the "Alcohol Permission"). Such permission shall apply only to the portion of the Premises used as a restaurant, and shall not apply to any other portion of the Premises, whether now existing or hereafter designated.

2. Compliance With Laws and Licensing. The Alcohol Permission is expressly conditioned upon Tenant's strict and continuous compliance with (i) all applicable federal, state, and local laws, statutes, codes, rules, and regulations; (ii) all applicable licensing and permitting requirements, including without limitation liquor licenses, permits, and approvals issued by any governmental or regulatory authority; and (iii) all requirements, conditions, and limitations contained in any such licenses or permits.

Tenant shall be solely responsible, at its cost and expense, for obtaining, maintaining, renewing, and complying with all required licenses and permits. Tenant shall provide Landlord with a copy of the New or Renewal Liquor License or Permit Application promptly upon submission to the

SUBLEASE AGREEMENT

This Sublease Agreement is made as of March 12 2026, by and between:

La Bodega LLC, a Wyoming limited liability company, hereinafter referred to as Sublandlord,

and

Tacos La Chapis LLC, a Wyoming limited liability company, hereinafter referred to as Subtenant.

RECITALS

A. Sublandlord is the lawful Tenant under that certain Lease dated May 16, 2016, as assigned and modified, with 975 Alpine LLC as Landlord, covering the premises located at 975 Alpine Lane #2, Jackson, Wyoming, hereinafter referred to as the Premises.

B. Sublandlord desires to sublease the Premises, or a portion thereof, to Subtenant, and Subtenant desires to accept such sublease, subject to the terms and conditions set forth herein and in the Master Lease.

AGREEMENT

1. Premises

Sublandlord hereby subleases to Subtenant the Premises located at 975 Alpine Lane #2, Jackson, Wyoming, as more particularly described in the Master Lease. The Premises shall be used for the operation of a restaurant and related lawful business activities.

2. Term

The term of this Sublease shall commence on March 12 2026 and shall expire on November 30, 2030, unless earlier terminated in accordance with this Agreement. In no event shall the term extend beyond the expiration of the Master Lease.

3. Rent

Subtenant shall also be responsible for its proportionate share of utilities, common area expenses, and any other costs attributable to its operation of the Premises.

4. Incorporation of Master Lease

This Sublease is expressly subject and subordinate to the terms and conditions of the Master Lease between Sublandlord and Landlord.

Subtenant agrees to comply with all applicable terms, covenants, and restrictions contained in the Master Lease to the extent they apply to the Premises and are not inconsistent with this Sublease.

In the event of any default by Sublandlord under the Master Lease that results in termination, this Sublease shall automatically terminate.

5. Use and Compliance

Subtenant shall use the Premises solely for lawful purposes and in compliance with all federal, state, and local laws and regulations.

Subtenant shall be solely responsible for obtaining and maintaining all required licenses and permits, including any liquor license necessary for the sale and service of alcoholic and malt beverages.

6. Condition of Premises

Subtenant accepts the Premises in its present condition and acknowledges that Sublandlord has made no representations or warranties except as expressly stated herein.

7. Insurance

Subtenant shall maintain commercial general liability insurance, liquor liability insurance if applicable, and any other insurance required under the Master Lease.

Sublandlord and Landlord shall be named as additional insureds where required.

8. Indemnification

Subtenant shall defend, indemnify, and hold harmless Sublandlord and Landlord from and against any and all claims, liabilities, damages, losses, and expenses arising out of Subtenant's use and occupancy of the Premises.

9. No Release of Sublandlord

Nothing in this Sublease shall release Sublandlord from its obligations under the Master Lease. Subtenant acknowledges that Sublandlord remains liable to Landlord for all obligations under the Master Lease.

10. Landlord Consent

This Sublease is expressly conditioned upon the prior written consent of Landlord. If such consent is not obtained, this Sublease shall be null and void.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

IN WITNESS WHEREOF, the parties have executed this Sublease Agreement as of the date first written above.

SUBLANDLORD

La Bodega LLC

By: Maribel RS

Name: Maribel Robles Sanchez

Title: Owner

SUBTENANT

Tacos La Chapis LLC

By: Maribel RS

Name: Maribel Robles Sanchez

Title: Owner

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form **CANNOT** be submitted in place of your Annual Report.

Name **TACOS LA CHAPIS LLC**

Filing ID **2025-001795819**

Type	Limited Liability Company	Status	Active
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General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	10/21/2025 10:02 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

975 Alpine Lane #2
Jackson, WY 83002

Mailing Address

PO Box 10824
Jackson, WY 83002

Registered Agent Address

Elizabeth Perez
970 W Broadway Suite 211
PO Box 13945
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Benjamin Perez PO Box 10824, Jackson, WY, 83002
Organizer	Maribel Robles Sanchez PO Box 10824, Jackson, WY, 83002

Notes

Date	Recorded By	Note
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Annual Report History

Num	Status	Date	Year	Tax
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Amendment History

ID	Description	Date
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Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **TACOS LA CHAPIS LLC**

Filing ID **2025-001795819**

Type Limited Liability Company

Status

Active

See Filing ID Initial Filing

10/21/2025

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

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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

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

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

AFFIDAVIT of UNDERSTANDING

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

PLEASE PRINT:

Maribel Robles Sanchez
Legal Name: First Name Full Middle Name Last Name

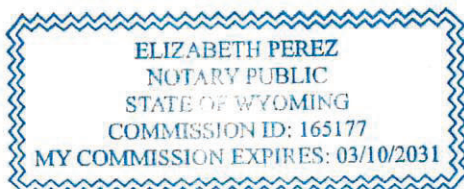


Maribel R S
Applicant Signature

State of Wyoming)
County of Teton) ss

Subscribed and sworn to before me this 7th day of January, 2020

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths

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

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

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PLEASE PRINT:

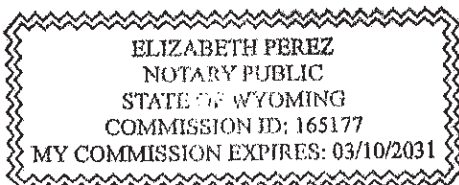
Legal Name: Maribel First Name Robles Sanchez Last Name
Full Middle Name

Maribel R S
Applicant Signature

State of Wyoming)
County of Teton) ss

Subscribed and sworn to before me this 7th day of January, 2020

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Town Square Policy	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider updates to two policies affecting the Town Square: 1) Special Event Municipal Code Sections and 2) Temporary Unattended Displays.

Recommendations.

Staff recommend Council:

1. Special Event Code Sections:
Staff recommend amending the Municipal Code as shown in the attached Ordinance D.
2. Temporary Unattended Displays:
Staff recommend repealing the temporary unattended display policy.

Background.

1. Special Event Code Sections:
In recent years, the Town of Jackson has worked methodically to update titles of the Municipal Code. However, the title hosting provisions that involve special events (Title 12) has not been updated yet. For some time, special events have been a pressure point for staff resources and time, and the provisions at issue, from 2008, would benefit from technical updates to support staff and keep pace with legal standards. Special events are an integral part of the community fabric, providing important economic activity and community gathering opportunities. Moreover, some events involve individuals First Amendment rights to gather, assemble, etc. While the Council will discuss reimagining special events comprehensively in December 2026, staff find it important to make some precise updates to the special event provisions now. These updates are technical and neither those putting on special events nor community members attending them will experience meaningful changes to how special events are processed at the Town.
2. Temporary Unattended Displays:
In working through recent special event issues, staff identified a 2013 policy that has implications for the Town Square. This policy allows private, temporary unattended displays to be placed on the Town Square, which implicates various issues on the Town Square (including aesthetics, usage, accessibility for competing uses/users, and potential damage to the turf, irrigation, electrical, etc.). Moreover, it requires significant staff resources and time when new applications arrive. In light of the impacts and the upcoming busy summer season, staff suggest Council consider this policy at this time.

Analysis & Key Questions.

1. Special Event Code Sections:
Staff's recommended updates to the special event code sections, summarized, are:
 - a. *Internal Processes.* The Code refers to a previous iteration of internal processes when the Town Clerk processed applications. The language has been updated to now state a permit administrator handles applications so that the Code both corrects that the Town Clerk no longer processes these applications and is flexible enough to be accurate if there are future changes to the internal process.
 - b. *Timelines.* Generally, there was some lack of clarity around timelines, e.g., timelines for filing applications and expedited applications and for Town decisions on applications. Clear timelines were added.

- c. *Discretionary Language*. Generally, staff identified and deleted language that could be interpreted as providing too much discretion / not enough guidance to the staff accepting, processing, and issuing permits.
- d. *Minimum Attendance*. The Code referenced events with 10 or more attendees needing a permit; it was raised to 50 people.
- e. *Insurance*. Special events for expressive activity are now exempt from insurance requirements.
- f. *Appeal*. The Code did not have a clear appeal procedure; an appeal procedure was added.

Key Question: Does Council agree with staff's recommended updates to the special event ordinance provisions?

2. Temporary Unattended Displays:

Staff recommend terminating this policy for, among other issues, ensuring availability for uses and users / pedestrian flow/safety (Town Square has many competing pressures on it all year round, this will relieve it of this use in light of others and in favor of active uses); aesthetics (maintaining the Town Square in an attractive and intact condition, with views, and in its traditional state given it is the most prominent, busy, central public space in the community and is on the national historic register); staff resources required when the policy is applied (multiple departments and staff are required when new applications are filed, including Legal, Police, Public Works, Parks & Recreation, etc.). Notably, terminating this policy brings the Town Square into alignment with all other parks in the Town and, importantly, the Town Square will remain available for countless other types of activities and events. Finally, and relevant to the analysis for this recommendation, Council, at its discretion, may reopen discussion on this policy at future meetings.

Key Question: Does Council agree with staff's recommendation to repeal the unattended display policy?

Possible Alternatives.

1. Special Event Code Sections:

Council has the option to either not update the Jackson Municipal Code as set forth in the draft ordinance, or direct staff to alter the updates provided in the draft ordinance.

2. Temporary Unattended Displays:

Council has the option to either leave the temporary unattended display in place, or direct staff to alter the temporary unattended display policy and present a draft in the future.

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.

There are no fiscal impacts resulting from the recommendations provided in this staff report.

Staff Impact.

The staff impact of this item was mostly felt in the Legal Department (40 hours); however, the Police, Public Works, and Administrative Departments were also involved to a lesser degree (2-5 hours each). While adjusting the special event ordinance will not have significant future staff resource/time savings, there will be a reduction of staff resource/time associated with withdrawal of the temporary unattended display policy.

Attachments or Links.

- 1. Special Event Code Sections: Ordinance D.
- 2. Temporary Unattended Display Update: Existing Temporary Unattended Display Policy

Suggested Motions.

Item 1: Special Event Code Sections

I move to direct staff to present Ordinance D at first reading.

Item 2: Temporary Unattended Display Update

I move to repeal the unattended display policy enacted via motion on November 18, 2013.

ORDINANCE D

AN ORDINANCE AMENDING SECTIONS 12.28.030, DEFINITIONS, 12.28.040, SPECIAL EVENT PERMIT—WHEN REQUIRED, EXCEPTIONS, 12.28.050, SPECIAL EVENT PERMIT—APPLICATION PROCEDURE—FILING PERIOD, 12.28.070, SPECIAL EVENT PERMIT—CONDITIONS OF ISSUANCE—GROUNDS FOR DENIAL, 12.28.080, SPECIAL EVENT PERMIT—NOTICE OF REJECTION, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 12.28.030, Definitions, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.030 Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. . . .
- B. . . .
- C. . . .
- D. . . .
- E. . . .
- F. . . .
- G. . . .
- H. . . .
- I. . . .

J. Short Notice Expressive Activity Event means a special event which arises out of, or is related to, events or other public issues which could not have been reasonably anticipated far enough in advance to allow for standard advance planning and review. The Applicant bears the burden of demonstrating that the application is for a Short Notice Expressive Activity Event.

K. Special Event means a preplanned single gathering, event or series of related gatherings or events of an entertainment, cultural, recreational, educational, political, religious or sporting nature, or of any other nature including, but not limited to, any parade, march, protest, demonstration, public ceremony, street fair, art and craft show, carnival, block party, soap box derby, farmer's market or jubilee day, athletic event, show, exhibition, pageant or procession of any kind, or any similar display, in the Town, including the Town Square. Short Notice Expressive Activity Events are a type of Special Event.

~~K~~L. . . .

~~L~~M. . . .

N. Permit Administrator means any person designated by the Town to administer, implement, and enforce the provisions of this chapter. The Permit Administrator shall have the authority to receive and review Special Event permit applications; issue, deny, suspend, revoke, or modify Special Event permits; impose reasonable conditions consistent with this chapter; and perform such other duties as are necessary to carry out its intent and purpose. The Permit Administrator may be an employee, officer, or authorized agent of the Town.

SECTION II

Section 12.28.040, Special Event Permit—When required, exceptions, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.040 Special Event Permit—When required, exceptions.

A. A Special Event Permit shall be obtained for either of the following:

~~A. Any Special Event in or upon a street, alley, sidewalk, Public Building or Public Park.~~

1B. An Special eEvent ion public property~~the Town Square for the purpose of informing, engaging or inviting the public with ten-fifty or more people in attendance, including the Applicant and its representatives and/or which may attract or accumulate ten-fifty or more people, as determined at the discretion of the Town Manager or designee. Events in the Town Square for the purpose of informing, engaging or inviting the public with less than ten people in attendance, including the Applicant and its representatives and/or which may attract or accumulate less than ten people as determined at the discretion of the Town Manager or designee are required to file an application with the Town Clerk on forms prepared by the Town Manager or designee within the timeframe outlined in Section 12.28.050(B) of this chapter. The forms provided by the Town Clerk shall require information reasonably necessary to make a fair determination as to whether a Special Event Permit should be required and/or issued.~~

2C. To request or enlist the services of Town personnel for a Special Event.

B~~D~~. This chapter shall not apply to:

1. Funeral processions or oversize load escorts;
2. Regularly scheduled school events, such as athletic events, which use existing parking, traffic controls and public safety support;
3. The Town of Jackson acting within the scope of its functions, or an event sponsored in whole or in part by the Town;
4. Any section or part of any Public Park or Public Building declared closed to the public by the Director of the Parks and Recreation Department or designee or the Town Manager or designee and for any interval of time, either temporarily or at regular and stated intervals, daily or otherwise and either entirely or merely to certain uses,~~as the Town Manager or designee or the Director of the Parks and Recreation Department or designee finds reasonably necessary;~~

5. Events in Public Parks managed by the Parks and Recreation Department, with the exception of George Washington Memorial Park, when no services of Town personnel are requested or enlisted or when no exemptions from Town of Jackson Municipal Code are requested, and when the proper applications have been approved by the Parks and Recreation Director or designee;
6. When police services are enlisted or requested for private events when a Special Event Permit is not otherwise required and when the proper applications have been approved by the Chief of Police or designee;
7. When START services are enlisted or requested for events when a Special Event Permit is not otherwise required and when no other services of Town personnel are enlisted or requested, when no exemptions from Town of Jackson Municipal Code are requested, and when the proper applications have been approved by the START Board or designee;
8. Events held at the Fair Grounds and approved by the Fair Board, when no services of Town personnel are requested or enlisted or when no exemptions from Town of Jackson Municipal Code are requested; or
9. ~~Expressive Activity in traditional public forums as alternative channels of communication by the public, provided such use is for the free exercise of constitutionally protected activities, does not exceed the number or persons threshold set forth in Section 12.28.040(B), does not require sound amplification and does not disrupt or interfere with traffic on public streets or the use of public places by other members of the public. Such Expressive Activity, however, is subject to the same requirements and/or permits for signs, banners or structures, including, but limited to height or dimensional limitations, as set forth in this chapter, the Land Development Regulations, and/or Municipal Code.~~ Special Events with attendance i) less than fifty people, and ii) the Event does not have amplified sound, and iii) the Event does not require a permit from a local, state, or federal agency (including permits issued by the Jackson/Teton County Fire Department), and iv) the Event is not conducted as part of a commercial enterprise. Nothing in this chapter shall be interpreted to preclude the Town from permitting groups of fewer than 50 people if voluntarily applied for.

SECTION III

Section 12.28.050, Special Event Permit—Application procedure—Filing period, exceptions, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.050 Special Event Permit—Application procedure—Filing period.

- A. A person or organization seeking a Special Event Permit in or upon a street, alley, sidewalk, Public Building or a Public Park shall file an application with the Town ~~Clerk~~ Permit Administrator on forms prepared by the Town Manager or designee. The forms provided by the Town ~~Clerk~~ shall require information reasonably necessary to make a fair determination as to whether a Special Event Permit should be issued.
- B. Special Event applications ~~shall~~ may be filed with the Permit Administrator no earlier than 365 days ~~Town Clerk at least 21 days~~ prior to the ~~date that a proposed~~ Special Event date. ~~is proposed to be~~

~~conducted.~~ The Permit Administrator ~~Town Clerk~~ shall determine if the application is complete or requires Town Council approval.

1. Applications requesting Town Council exemption from Town of Jackson Municipal Code 6.40.050 prohibiting the consumption of Alcoholic Beverages in George Washington Memorial Park shall not be ~~granted~~accepted or processed by the Town Clerk.
 2. The Permit Administrator shall apply best efforts to provide approval, approval with conditions, or denial of Special Event applications within 30 days of receipt of a complete application, or at least seven days before the scheduled event, whichever is earlier.
 3. Applications for Short Notice Expressive Activity Events shall be processed on an expedited basis. The Permit Administrator shall apply best efforts to provide approval, approval with conditions, or denial of the application within three business days of the Town's receipt of a complete application, or prior to the event date, whichever is earlier.~~Any application filed less than 21 days before the date such Special Event is proposed to be conducted shall be subject to any conditions or restrictions deemed necessary by Town Council, or the Town Manager or designee. Such conditions or restrictions may be placed on the application prior to or after Town Council approval until such time the application and any other application associated with the Special Event may be fully reviewed by all Town Departments, Teton County Fire Department, Parks and Recreation Department, Pathways Department, and other agencies.~~
- C. ~~The Town Council shall approve or deny all Special Event Permit applications and related additional permits or applications, which are filed less than 21 days before the date such Special Event permit is proposed to be conducted or are new Special Event Permit applications.~~ The following Special Event Permit applications may be approved at the Staff level:
1. Applications for Special Events that have been previously approved by the Town Council in prior years and no significant or material changes are requested.
 2. Applications in which all potentially impacted Town, County and Joint departments have reviewed the application and signed off on the Special Event.
 3. Repealed.~~Applications in which the anticipated or estimated number of attendance/participants is 250 people or less.~~
 4. Applications for Short Notice Expressive Activity Events~~minor changes to a previously approved Special Event (e.g. a date change).~~
- D. ...
- E. ...
- F. ...
- G. ...
- H. ...
- I. ...
- J. Insurance. An insurance certificate naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and stating that coverage is primary and noncontributory is required for every Special Event and must be submitted to the Permit Administrator~~Town Clerk~~ at least ten days prior to the Special Event. Insurance limits must be at least \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The additional insured language on the

certificate may not include any limitations or exclusions. The policy shall include general liability insurance protecting against liability for bodily injury, death, and property damage in an amount not less than \$1,000,000.00 each occurrence. The ~~Permit Administrator-Town Manager, or designee,~~ or Town Attorney, may require additional insurance requirements to be met by the Applicant when deemed necessary. ~~Associated catering and/or Malt Beverage Permits for Special Events are required to include liquor liability insurance. Special Events for Expressive Activity, including Short Notice Expressive Activity Events, are exempt from this insurance provision.~~

- K. Sponsorship. The ~~Permit Administrator-Town Council,~~ may approve the sale of goods, products and/or services, food or alcohol by for-profit vendors or Applicants during a Special Event that is on public property or in a Public Park provided that Special Event is sponsored by a nonprofit organization. The Applicant shall submit to the ~~Permit Administrator-Town Clerk,~~ with the Special Event ~~A~~pplication a letter from the nonprofit sponsor which describes in detail the direct benefit the nonprofit sponsor will receive as a result of the Special Event, financial or otherwise.

(Ord. 1353 § I, 2023; Ord. 1280 § 7, 2021; Ord. 1112 § 1, 2016; Ord. 1011 § 1, 2012; Ord. 1003 § 1, 2012).

SECTION III

Section 12.28.070, Special Event Permit—Conditions of issuance—Grounds for denial, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.070 Special Event Permit—Conditions of issuance—Grounds for denial.

- A. The ~~Permit Administrator-Town Council~~ may approve applications for Special Events, ~~deny them, or approve them, in whole or in part, with time, place, or manner restrictions-application.~~ In reviewing applications and placing time, place, or manner restrictions on a Special Event, the Town shall tailor restrictions to address governmental interests, and shall consider: partially or in its entirety for events as provided for under this chapter unless the Town Council finds, from a consideration of the application and from such other information and recommendations and/or conditions obtained from the Town Police Department, Town Fire Department, Planning Department, Town Attorney, Town Administration and Town Public Works, that it may be denied on the grounds that:
1. The ~~conduct of the~~ Special Event ~~Permit~~ will substantially interrupt the safe and orderly movement of other traffic, whether vehicular, pedestrian, or otherwise-contiguous to its route;
 2. The ~~conduct of the~~ Special Event will require the diversion of so great a number of police officers of the Town to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the Town;
 3. The ~~conduct of such~~ Special Event will require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the Town other than that to be occupied by the proposed line of movement and the areas contiguous thereto;
 4. ...
 5. ...
 6. With ~~T~~he size, nature, or location of the Special Event, the applicant failed to provide sufficient safety, health, or portable sanitation equipment, services, or facilities that are reasonably

necessary to ensure that the event will be conducted with due regard for safety~~is reasonably likely to cause a clear and present danger of injury to persons and property;~~

7. ...

8. ...

9. Another Special Event Permit application has been received prior in time or has already been approved for the same time and place requested by the Applicant or so close in time and place to that requested by the Applicant that the issuance of both permits would unreasonably impede, obstruct, impair, or interfere with: cause undue traffic (vehicular, pedestrian or otherwise); police or emergency service provision, access, or care for participants, spectators, or individuals near the events; ability of residents and others not participating in the special event, to travel on the roadways and to access other public and private property without unreasonable disruption or parking congestion or cause the police or fire departments to be unable to meet the needs for police or fire services for both events;

10. The location of the Special Event will substantially interfere with Town or utility operations, or any event, construction, or maintenance work scheduled to take place or taking place upon Town streets, right-of-way, alleys, parks or Town property; ~~or~~

11. The Special Event will violate a federal, state, or local law or regulation~~Town Ordinance or Wyoming State Statute;~~

12. The Special Event will unreasonably impede, obstruct, impair, or interfere with reasonable access to adjacent properties and the applicant will not agree to redesign the proposed event so as to allow reasonable access to the adjacent properties.

B. Repealed.~~An Applicant for a Special Event Permit and any other permit application associated with a Special Event desiring to accept the modified Special Event Permit or any other permit associated with a Special Event shall, after receiving notice of the action of the Town Council, file a written notice of acceptance with the Town Clerk or designee prior to the event. The modified Special Event Permit shall conform to the requirements of, and shall have the effect of, a Special Event Permit and any other permit associated with the Special Event Permit under this chapter.~~

C. Repealed.~~The Town Council may condition or restrict the issuance of a Special Event Permit or any other permit associated with a Special Event by imposing reasonable requirements concerning the time, place and route of the event and such requirements as are necessary to protect the health, safety or welfare of persons and property and control of traffic.~~

D. ...

E. Appeal.

1. An Applicant may appeal the denial of a Special Event Permit or any time, place, or manner restriction placed on a Special Event Permit to the Town Manager. Appeals shall be filed with the Office of the Town Clerk.

2. Any appeal shall be filed within ten business days of the denial or issuance of a Special Event Permit with conditions, in writing, and include: (i) A statement of the basis for the appeal, (ii) Any supporting documents the Applicant wishes to be considered in the appeal, and (iii) A copy of any written decision issued by the Permit Administrator.

~~2-3.~~ The Town Manager shall issue a decision that affirms, modifies, or reverses the decision of the Permit Administrator as soon as reasonably practicable, but no later than seven business days after

receiving the written appeal, not including the day the appeal is received. Such decision shall be final unless further appeal is provided by law.

SECTION IV

Section 12.28.080, Special Event Permit—Notice of rejection, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.080 Special Event Permit—Notice of rejection.

If the Permit Administrator ~~Town Council disapproves~~ ~~denies the an~~ application ~~for failure to meet the conditions as outlined in Section 12.28.060 of this chapter,~~ they ~~Town Clerk~~ shall state in writing the reason for the ~~recommendation of denial or stipulate additional conditions.~~

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

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

SECTION VIII

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

Riley Hovorka, Town Clerk

Existing Temporary Unattended Display Policy

At the November 18, 2013 Special Workshop Meeting, the Jackson Town Council approved a policy regarding unattended holiday displays in Town Square. The Town Square Holiday Display policy states the following:

1. All unattended holiday display applications shall be subject to the standard, uniform special event application process and be subject to all standard departmental reviews;
2. All unattended holiday displays shall be displayed for no more than 14 consecutive days (this does NOT include one day before and one day after display for setup and teardown respectively);
3. All unattended holiday displays shall be placed on the eastern quadrant of the Town Square;
4. The timing of an unattended holiday display application shall have no bearing on the ultimate location of a display on the Town Square, instead the location of each display shall be awarded by lottery;
5. All unattended holiday displays will include a placard noting the group that sponsored the display.

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	Planning & Building Department	Presenter:	Paul Anthony
Agenda Item:	DEM26-0002, DEM26-0003, and DEM26-0004 335 and 325 Redmond Street	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to review and consider three demolition permit applications for structures at 335 and 325 Redmond Street pursuant to Jackson Municipal Code Chapter 15.38. The Teton County Historic Preservation Board has determined all three structures to be historically significant and has recommended a 90-day stay on issuance of the demolition permits. Council is being asked to determine the length of the stay, which must be between 60 and 100 days under the Municipal Code.

Recommendations.

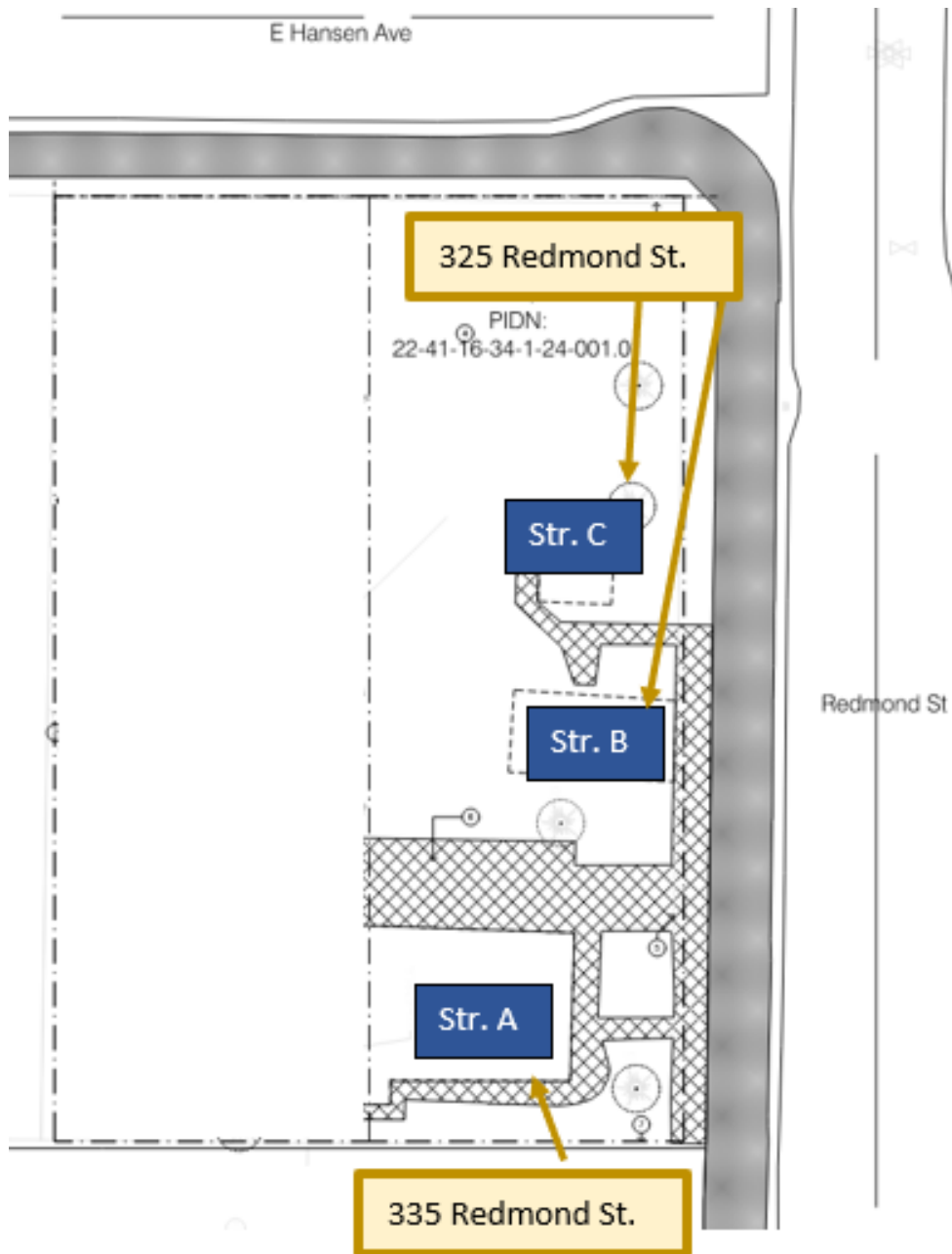
The Teton County Historic Preservation Board ("TCHPB") recommends a 90 day stay in the issuance of demolition permits DEM26-0002, DEM26-0003, and DEM26-0004 to allow for public comment and for the Applicant, the TCHPB, and other interested parties to explore alternatives to demolition.

Background.

On March 20, 2026, Zac Maddry, DMARC studio ("Applicant"), representing landowner Lewis Creek Holdings LLC (John Stricklin), applied for demolition permits (DEM26-0002, DEM26-0003, and DEM26-0004) to remove a total of three structures at the properties 335 Redmond Street and 325 Redmond Street (summary of permits are provided below, map, and photos of the structures are provided below).

The Applicant has not indicated the intended use of the properties following demolition. The demolition permit review process is limited to the question of whether a stay is appropriate and does not evaluate the proposed future use of the site.

Site Plan



Structure Photos



Jackson Municipal Code provides that no building or structure within the Town may be demolished without first obtaining a demolition permit from the Building Official. This requirement is in place in recognition of the fact that

buildings, structures, and areas of the Town have special historic or aesthetic interest and providing a stay before demolition is valuable for public comment and so the applicant explores alternatives to demolition.

The process for obtaining a permit is set out in Chapter 15.38 and includes that, upon receiving an application pursuant to the International Building Code, the Planning and Building Department provides the application to the TCHPB, which in turn provides a recommendation to the Town Council within 45 calendar days. The TCHPB determines either:

- 1) The building or structure is not historically significant, is not architecturally significant, and is not more than 50 years old; or
- 2) The building or structure is historically significant, is architecturally significant, or is more than 50 years old.

If the TCHPB determines the latter, it must recommend a stay in the issuance of a demolition permit for a period of *not less* than 60 days and *not more* than 100 days, which begins on the day of TCHPB's recommendation, and is for the purpose:

- i) of public comment; and
- ii) for the applicant and other interested parties to explore alternatives to demolition.

In the event the TCHPB does not make a recommendation to the Town Council within 45 calendar days from its receipt of the demolition application, the TCHPB will be deemed to concur with demolition, and the application shall proceed through the regular permitting process.

Analysis & Key Policy Questions.

For these projects, the TCHPB met on April 14, 2026, and determined each of the below structures to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register for the following reasons.

Permit	Address	Structure (Description)	Determination
DEM26-0002	335 Redmond Street	"Structure A" (Residence)	Over 50 years old and contributes to the ranch style of buildings popular in the 1960s and to the development of East Jackson.
DEM26-0003	325 Redmond Street	"Structure B" (Garage)	Over 50 years old and has a strong relation to the main residence (Structure C - DEM26-0004)
DEM26-0004	325 Redmond Street	"Structure C" (Residence)	Over 50 years old and contributes to the vernacular style of buildings popular in Jackson in the 1950s and to the development of East Jackson.

Because the proposed structure is over 50 years old, the demolition ordinance requires that the TCHPB recommend a stay of between 60-100 days. This is true even if the TCHPB finds that the structure has no significant historic or architectural value. In such cases, the TCHPB would likely recommend a stay of 60 days at the lower end of the stay period. However,

if the TCHPB also finds that the structure has significant historic or architectural value, then it would likely use that determination to recommend a stay at the higher end of the stay period (i.e., approximately 100 days).

In evaluating the historic significance of a structure, the TCHPB – and Council – uses the criteria in LDR Sec. 5.9.4 for considering designating structures on the Jackson Historic Register and reviewing structures proposed for demolition. The LDR historic designation criteria closely follow federal National Register historic preservation standards.

Below are the historic preservation criteria found in LDR Sec. 5.9.4:

A. Age. Individual properties shall be at least 50 years old. However, a property may be exempted from the age standard if Council finds it to be exceptionally important.

B. Historic Significance. Properties shall be found to have historic significance in these categories in order to be considered for designation:

1. Association with events that have made a significant contribution to history;
2. Connection with persons significant in history;
3. Distinctive characteristics of a type, period, method of construction, or artisan;
4. Geographic importance; and/or
5. Possibility to yield important information related to prehistory of history.

C. Integrity. In addition to having historic significance as outlined above, a property must be found to retain sufficient integrity. All properties shall be evaluated for their physical integrity by using the National Register bulletins to evaluate the following criteria:

1. Location;
2. Design;
3. Setting;
4. Materials;
5. Workmanship;
6. Feeling;
7. Association.

It is critical to note that, unlike the TCHPB, the Council is not required to limit its decision to the same 60-100 day stay window for structures over 50 years. Instead, the Council can approve a stay of between 1 – 100 days, or no stay at all.

The attached demolition permit application has a full summary of the request, background materials, and photos.

Key Policy Question.

Does the Council support the TCHPB's recommended 90-day stay on the issuance of demolition permits DEM26-0002, DEM26-0003, and DEM26-0004?

- ✓ Pros: A 90-day stay provides adequate time for public comment and meaningful exploration of alternatives to demolition for three structures that the TCHPB has determined to be historically significant.
- ✓ Cons: A 90-day stay will delay the Applicant's demolition timeline. A stay ending July 13, 2026, falls in the middle of the construction season, which may affect the Applicant's planning for the site.

Possible Alternatives.

Alternative 1: The Council may impose a stay of one to 100 days.

- A 90-day stay beginning April 14, 2026, ends on July 13, 2026.

Alternative 2: The Council may elect not to impose a stay.

Comprehensive Plan & Priority Alignment.

The Comprehensive Plan addresses historic preservation under Chapter 4 – Community Character, with the following policies:

- Policy 4.5a: Identify and preserve historically significant structures and sites;
- Policy 4.5.b: Support the Historic Preservation Board; and
- Policy 4.5.c: Enhance historic preservation education, outreach, and awareness.

Fiscal Impact.

There is no fiscal impact to the Town of this item.

Staff Impact.

The impact of the demolition permit process falls in the Planning & Building Department. This application required approximately 7 hours of staff time from the Department.

Attachments or Links.

1. Demolition permit application
2. Recommendation from TCHPB (email)

Suggested Motion

I move to **approve** a stay of **[0-100 DAYS] beginning April 14, 2026**, for the demolition of Structure A (Residence) located at 335 Redmond Street (DEM26-0002) as presented in this staff report.

I move to **approve** a stay of **[0-100 DAYS] beginning April 14, 2026**, for the demolition of Structure B (Garage) located at 325 Redmond Street (DEM26-0003) as presented in this staff report.

I move to **approve** a stay of **[0-100 DAYS] beginning April 14, 2026**, for the demolition of Structure C (Residence) located at 325 Redmond Street (DEM26-0004) as presented in this staff report.

Teton County Historic Preservation Board

April 14, 2026 Demolition Permit Review and Recommendations

TOJ Historic Register Nominations

1. P26-027_50 East Broadway

This application has been tabled until the May 12, 2026 TCHPB Meeting.

Demolition Permits

1. DEM26-0002

The resources identified in DEM-26-0002: 335 Redmond Street: Residence (c. 1962) "Structure A" are found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register: The build date of 1962 makes the building 50 years old, and found to be historically significant. It contributes to the ranch style of buildings popular in the 1960s, and to the development of east Jackson.

The TCHPB recommends a ninety (90) day stay in the issuance of a demolition permit for public comment and in order for the applicant, the TCHPB and other interested parties to explore alternatives to demolition.

2. DEM26-0003

The resources identified in DEM26-0003: 325 Redmond Street: Garage (c. 1955, altered c.1962) "Structure B" are found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register: Structure B is over 50 years old, and meets the age requirement for historic significance. Accessory buildings generally are not evaluated for significance due to their ephemeral nature, unless there is a strong relation to the main structure. Structure B was found to be historically significant due to its association with Structure C.

The TCHPB recommends a ninety (90) day stay in the issuance of a demolition permit for public comment and in order for the applicant, the TCHPB and other interested parties to explore alternatives to demolition.

3. DEM26-0004

The resources identified in DEM26-0004: 325 Redmond Street: Residence (c. 1955) "Structure C" are found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register: The build date of 1955 makes the building 50 years old, and found to be historically significant. It contributes to the vernacular style of buildings popular in Jackson in the 1950s, and to the development of east Jackson.

The TCHPB recommends a ninety (90) day stay in the issuance of a demolition permit for public comment and in order for the applicant, the TCHPB and other interested parties to explore alternatives to demolition.

4. DEM26-0005

The resources identified in DEM26-0005: 590 E. Hansen Avenue: Residence (c.1972) "Structure D" are not found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register.

5. DEM26-0006

The resources identified in DEM-26-0006: 335 Redmond Street: Garage (c.1977) "Structure E" are not found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register.

6. DEM26-0007 (Residence)

The resources identified in DEM26-0007 and located at 580 E. Hansen are found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register: The building is more than 50 years old, and found to be historically significant. It contributes to the ranch style of buildings popular in the 1960s, and to the development of east Jackson.

The TCHPB recommends a ninety (90) day stay in the issuance of a demolition permit for public comment and in order for the applicant, the TCHPB and other interested parties to explore alternatives to demolition.

7. DEM26-0008 (Shed)

The resources identified in DEM26-0008 and located at 580 E. Hansen are not found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register.

Town of Jackson, Wyoming-Key Designation Criteria (Sec. 5.9.4):

Properties must meet specific criteria for significance, which include:

- A. Age: Typically, properties must be at least 50 years old.
- B. Historical Significance: Properties must demonstrate one or more of the following:
 - Association with events that have made a significant contribution to history
 - Connection with persons significant in history
 - Distinctive characteristics of a type, period, method of construction, or artisan
 - Geographic importance
 - Potential to yield important information related to prehistory or history
- C. Integrity: The property must retain sufficient integrity (location, design, setting, materials, workmanship, feeling, and association).

Turn Stone Research

TCHPB DEMOLITION PERMIT REVIEW FORM

Permit #: DEM26-0002, 0003, 0004, 0005, 0006

Address: 335-325 Redmond Street & 590 E. Hansen Avenue

Year Built: c.1955, c.1962, c.1977

Building(s) to be Demolished:

Overview of lot: 335-325 Redmond Street & 590 E. Hansen Avenue

The property comprises Lots 1 & 2 on Block 6 of the Hall Addition. A cluster of five buildings occupy the structure, both residential and non-residential. All of the buildings are proposed to be demolished. The double-lot is largely grassed, with mature trees lining E. Hansen and Redmond Streets. The buildings were constructed at different times, starting around 1952.

The materials of all three residences (Structure A, Structure C, and Structure D) appear to have had few changes. They retain integrity of all seven aspects when evaluated together. See “Property Notes” for a discussion about context and the integrity of the lot.

1.) DEM-26-0002: 335 Redmond Street: Residence (c. 1962) “Structure A”

Structure A is a 1-story 864sqft residence built in 1962. It was the second residence to be built on the property, at the southeast rear corner of Lot 2. It overlaps onto Lot 1. It is accessed by a carport off Redmond Street, and also from the rear alleyway. It retains the most integrity of the buildings on the property, with all seven aspects.

The build date of 1962 makes the building 50 years old, and found to be historically significant. It contributes to the ranch style of buildings popular in the 1960s, and to the development of east Jackson.

2.) DEM26-0003: 325 Redmond Street: Garage (c. 1955, altered c.1962) “Structure B”

Structure B is a small 1-story garage, associated with Structure C. Structure B is located on the east half of Lot 1. It appears to have been constructed at the same time as Structure C in 1955. It appears to have been enlarged at some point in the 1960s. There were some modifications to window and door openings.

Structure B is over 50 years old, and meets the age requirement for historic significance. Accessory buildings generally are not evaluated for significance due to their ephemeral nature, unless there is a strong relation to the main structure. Structure B was found to be historically significant due to its association with Structure C.

3.) DEM26-0004: 325 Redmond Street: Residence (c. 1955) “Structure C”

Structure C is a 1-story 527sqft residence built in 1955. Structure C is located on the north half of Lot 1. It was the first residence, and building, to be built on the property.

It is oriented toward Redmond Street, with access via the garage which is listed as Structure B. It has had some modifications with replacement windows, and potentially siding.

The build date of 1955 makes the building 50 years old, and found to be historically significant. It contributes to the vernacular style of buildings popular in Jackson in the 1950s, and to the development of east Jackson.

4.) DEM26-0005: 590 E. Hansen Avenue: Residence (c.1972) “Structure D”

Structure D is a small 1-story 868sqft mobile home, and the third residence to be added to the property. Structure D is located on the west half of Lot 2. It appears on the aerial views in 1977, and likely dates to 1972. This is the only structure accessed by E. Hansen Avenue, with parallel streetside parking.

The build date is likely 50 years old, which meets the age requirement for historic significance. However, the location and context for a mobile home is missing. Structure D was not found to be historically significant.

5.) DEM-26-0006: 335 Redmond Street: Garage (c.1977) “Structure E”

Structure E is a 1-story garage associated with Structure A. Structure E appears in its current form in the southwest corner of Lot 2 on the 1977 aerial. It is accessed by the rear alleyway. It retains the least integrity of the buildings on the property, with multiple replacement materials and no discernible architectural value or connection to the other buildings.

Structure E is likely 50 years old, and meets the age requirement for historic significance. However, accessory buildings generally are not evaluated for significance due to their ephemeral nature, unless there is a strong relation to the main structure. Structure E was not found to be historically significant.

Property Notes: Lots 1 & 2, Block 6, Hall Addition.

The evolution of this property as a multi-building and multi-residential lot is one of the emerging patterns of development in Jackson. The 50-year mark has been recently met, which unfortunately does not allow enough time for a proper context to be formed. This consideration is important as Jackson loses more of its 20th century architecture. Separately, these buildings do not retain a high enough degree of integrity to be historically significant. Together they represent the emergence of the complex housing crisis faced today. As a whole, the lot was found to be historically significant.

According to an interview with [John M. Ryan](#), the antler arch was constructed by him and his wife [Marjorie](#) on a whim, about the time they constructed the house. The first arch on the Town Square was built in 1953. Both John and Marjorie are significant members of Jackson’s history. They built the house in 1955, and retained ownership through Marjorie’s death in 2018. Since 2018 “Record Keeping Account” has owned the property.

Turn Stone Research

TCHPB DEMOLITION PERMIT REVIEW FORM

Permit #: DEM26-0007, 0008

Address: 580 E. Hansen Avenue

Year Built: c.1966, c.1978-1983

Building(s) to be Demolished:

Overview of lot: 580 E. Hansen Avenue

The property comprises Lots 3 & 4 on Block 6 of the Hall Addition. Two buildings occupy the structure, one residential and one shed. Both buildings are proposed to be demolished. The residence is oriented toward E. Hansen Avenue. The double-lot is largely grassed, with mature trees lining E. Hansen and the rear alleyway.

1.) DEM26-0007: Residence (c. 1966)

The building is a 1-story 1,160sqft residence built in 1966. It was the second residence to be built on the property, at the southeast rear corner of Lot 2. It overlaps onto Lot 1. It is accessed by a large, paved driveway on E. Hansen. It retains integrity of location, design, materials, workmanship, feeling and association. Setting has been impacted by adjacent demolition and development.

The building is more than 50 years old, and found to be historically significant. It contributes to the ranch style of buildings popular in the 1960s, and to the development of east Jackson.

2.) DEM26-0008: Shed (c.1978-1983)

The building is a small 450sqft shed, located on the southwest rear corner of the property. It is accessed by the rear alleyway. It appears to have been built between 1978 and 1983. It retains original materials.

Accessory buildings generally are not evaluated for significance due to their ephemeral nature, unless there is a strong relation to the main structure. The shed at 580 E. Hansen Avenue was not found to be historically significant for this reason and for being less than 50 years old.

Property Notes: Lots 3 & 4, Block 6, Hall Addition.

1947-1957: Helen Burnett (foreclosed)

1957-2018: Bruce Petersen

2018-Present: Pearsall/Jannotta Family Trust/E. Hansen LLC

Bruce Petersen is the grandson of Frank and Rena Petersen, who homesteaded on the Elk Refuge. The Petersen family kept their homestead until 1939 when they moved into town.



DEMOLITION PERMIT APPLICATION
Planning & Building Department
Building Division

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

For Office Use Only

Permit No.	Permit Fee:	Date Received:	Date Due:
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APPLICABILITY. The purpose of the Demolition Permit is to review and permit demolition of structures and utilities in accordance with Town of Jackson Municipal Code Section 15.38. Submit completed application package to townbuilding@jacksonwy.gov

When is a Demolition Permit Required?

Demolition includes the act of demolishing or removing (including removals without destruction of the component elements of the structure):

- Fifty percent or more of the exterior walls of a building as measured continuously around the building coverage; or
- Fifty percent or more of the roof area as measured in plan view (defined as the view of a building from directly above which reveals the outer perimeter of building roof areas to be measured across a horizontal plane); or
- Any exterior wall facing a public street or right of way.

PROJECT INFORMATION.

Physical Address: 335 REDMOND ST, JACKSON, WY 83001 / (STRUCTURE A)

PIDN: 22-41-16-34-1-24-001 Original Year Built: 1962

Please answer the following questions to the best of your ability if unknown please write UNKNOWN.

Years and Description of any Additions: UNKNOWN

Years and Description of any Remodels: UNKNOWN

Years and Description of any other Demolitions: UNKNOWN

PROJECT DESCRIPTION. Describe the precise nature of the proposed activity.

Demolition and removal of residential structure marked in plans as structure A, including foundations
Scope includes utility disconnects and capping at the property line and fencing.

APPLICANT/AGENT. This is the responsible party for the permit, bonding, inspections, and execution of the work.

Name: ZACHARY MADDRY Phone: 415.690.0800

Mailing Address: 3611 PORTOLA DR, SANTA CRUZ, CA ZIP: 95062

E-mail: ZAC@DMARCSTUDIO.COM

**If applicant is other than owner, a notarized Town of Jackson Letter of Authorization must accompany this application. Only the Owner or their authorized agent may sign the application.*

PROPERTY OWNER. If other than APPLICANT

Property Owner: LEWIS CREEK HOLDINGS LLC Phone: 415.355.0900

Mailing Address: 115 W SNOW KING AVE, JACKSON WY ZIP: 83001

E-mail:

CONTRACTOR.

Name: Mateosky Construction Inc. Phone: 307-413-0570

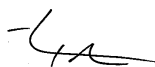
E-mail: info@mateoskyinc.com License: 1831

NOTICES. <i>The following information should be considered with any demolition permit application.</i>	
A bond for the cost to abandon the water and sewer services as determined by Town Engineering is due at permit issuance.	
An Encroachment (Public Right-of-Way Permit) must be submitted prior to any work within the right-of-way.	
All work to be completed in accordance with the IBC Section 3303.	
All public and commercial / multifamily facilities must be inspected by a trained professional for the presence of asbestos prior to demolition. For more information contact Linda Dewitt the Asbestos Coordinator with the Wyoming DEQ Air Quality Division 307-777-7394.	
A notification of Demolition form is required to be sent to Asbestos.notice@wyo.gov 10-working days before the start of any demolition whether asbestos is present or not.	
Performing demolition work without a permit may result in higher permit fees, fines, and/or loss of business license.	
After Issuance permit is valid for 180 days.	
Permit Fee of \$259.00 is due at time of permit issuance.	
A 48-hour advanced notice is required to deliver demolition material to the County transfer station. Please call 307-733-7172.	
DEMOLITION PERMIT SUBMITTAL REQUIREMENTS. <i>In order to be considered complete the following elements must be supplied with this application (Please contact the Engineering Division at 733-3079 with any questions regarding this permit):</i>	
APPLICANT INITIALS	Application shall include the following items or acknowledgments:
ZM	Notarized Town of Jackson Letter off Authorization, if applicant is other than the owner.
ZM	Copy or receipt of written notification to the Wyoming DEQ Asbestos program. <i>See attached form for submittal to DEQ.</i>
ZM	Demolition Plans showing: • Extent of the demolition work • Existing utilities to be abandoned and patching in the right-of way. • Finished Conditions Plan or Statement: the vacant lot shall be backfilled and maintained to the existing grade or without slopes steeper than 2:1. • Construction access point and access stabilization methods • Equipment parking areas • Location of construction and silt fencing
ZM	Photographs of existing exterior conditions: • elevation photos (front, back, sides) of each building or structure intended for removal. If multiple structures or features are proposed for demolition, overall site photographs should be provided for context.

APPLICANT'S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

Under penalty of perjury I hereby certify that I have read this application and state that, to the best of my knowledge, all of the information herein is true and correct and I swear that any information which may be hereafter given by me in hearing before the Planning Commission of Town of Jackson or the Town Council of the Town of Jackson shall be truthful and correct. I agree to comply with all Town, State, and Federal laws relating to the subject matter of this application and hereby authorize representatives of the Town of Jackson to enter the property described herein during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering the property.

In signing this application, I acknowledge that the Town's acceptance of this application does not constitute approval of a permit. I agree not to commence any work for which this application is being made prior to approval of this application by the appropriate Town agencies and payment of any fees due.



Signature of Owner or Authorized Applicant/Agent

Zac Maddry

Name Printed

2026.03.20

Date

Principal Architect

Title

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On 3-17-26 before me, Shirley E. Busch, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John Stricklin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shirley E. Busch
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Letter of Authorization

Document Date: 3-17-26 Number of Pages: 1

Signer(s) Other Than Named Above: n/a

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Truly Title - Jackson Hole Title & Escrow
270 W Pearl Ave.
Jackson, Wyoming 83001

GRANTOR: WEBER, MARY BENEFICARY
GRANTEE: LEWIS RIVER HOLDINGS LLC
Doc 1119473 Filed At 12:47 ON 02/17/26
Maureen Murphy Teton County Clerk fees: 15.00
By Corrina Dorman Deputy Clerk

WARRANTY DEED

Record Keeping Account, Gasdoc P.C. 401K Profit Sharing, TTEE FBO Mary Weber GRANTOR(S),
for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is
hereby acknowledged, CONVEY(S) AND WARRANT(S) to

Lewis River Holdings LLC, a Wyoming limited liability company,

GRANTEE(S), whose mailing address is PO Box 1114, Jackson, Wyoming, 83001-1114, the following
described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all
rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to-wit:

Lots 1 and 2 of Block 6 of the John D. Hall Plat, Teton County, Wyoming, according to that plat
recorded in the Office of the Teton County Clerk on August 12, 1947, as Plat No. 131.

PIDN: 22-41-16-34-1-24-001

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto
belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed
revenues to utility companies, building and zoning regulations, city, county and state subdivision and
zoning regulations laws, easements, restrictive covenants, and reservations of record.

WITNESS the execution and delivery of this Warranty Deed

this 7 day of February, 2026.

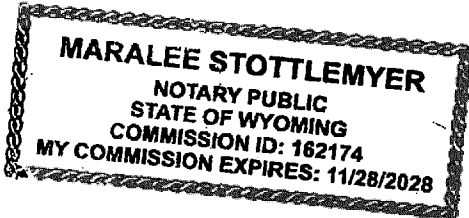
Record Keeping Account, Gasdoc P.C. 401K Profit Sharing, TTEE FBO Mary Weber

BY: Mary Weber
Mary Weber
as beneficiary and owner

State of Wyoming
County of Natrona

This instrument was acknowledged before me on this 7 day of February,
2026, by Mary Weber as as beneficiary and owner of Record Keeping Account, Gasdoc P.C. 401K
Profit Sharing, TTEE FBO Mary Weber.

Witness my hand and official seal.



M. Stottlemeyer
Notary Public
My Commission expires: Nov 28, 2028

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FILE: AutoDesk Docs://0235 - 335 Richmond/2535 - 335 Richmond.rvt
3/20/2026 6:56:06 PM



CLIENT INFORMATION
LEWIS RIVER HOLDINGS LLC
115 W SNOW KING JACKSON
WY, 83001
JOHN STRICKLIN
john@stricklin.com

ARCHITECT
DMARCSTUDIO
3611 PORTOLA DRIVE,
SANTA CRUZ, CA 95062
ZAC MADDRY
zac@dmarcstudio.com
415.690.0800



REVISIONS

#	DATE	DESCRIPTION
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MILESTONES

NO.	DATE	DESCRIPTION
1	2026.03.16	DEMO PERMIT APPLICATION

PROJECT

PIDN:
22-41-16-34-1-24-001.01
22-41-16-34-1-24-001.02

DEMOLITION PERMIT
SET

SHEET

COVER SHEET

G0.0

DATE:
NUMBER: 2535

PIDN: 22-41-16-34-1-24-001.01
22-41-16-34-1-24-001.02

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3/20/2026 6:56:06 PM



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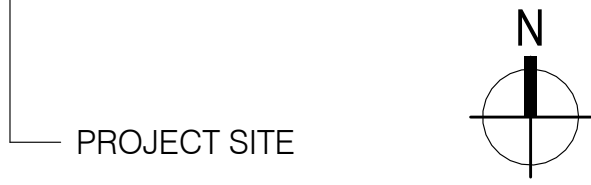
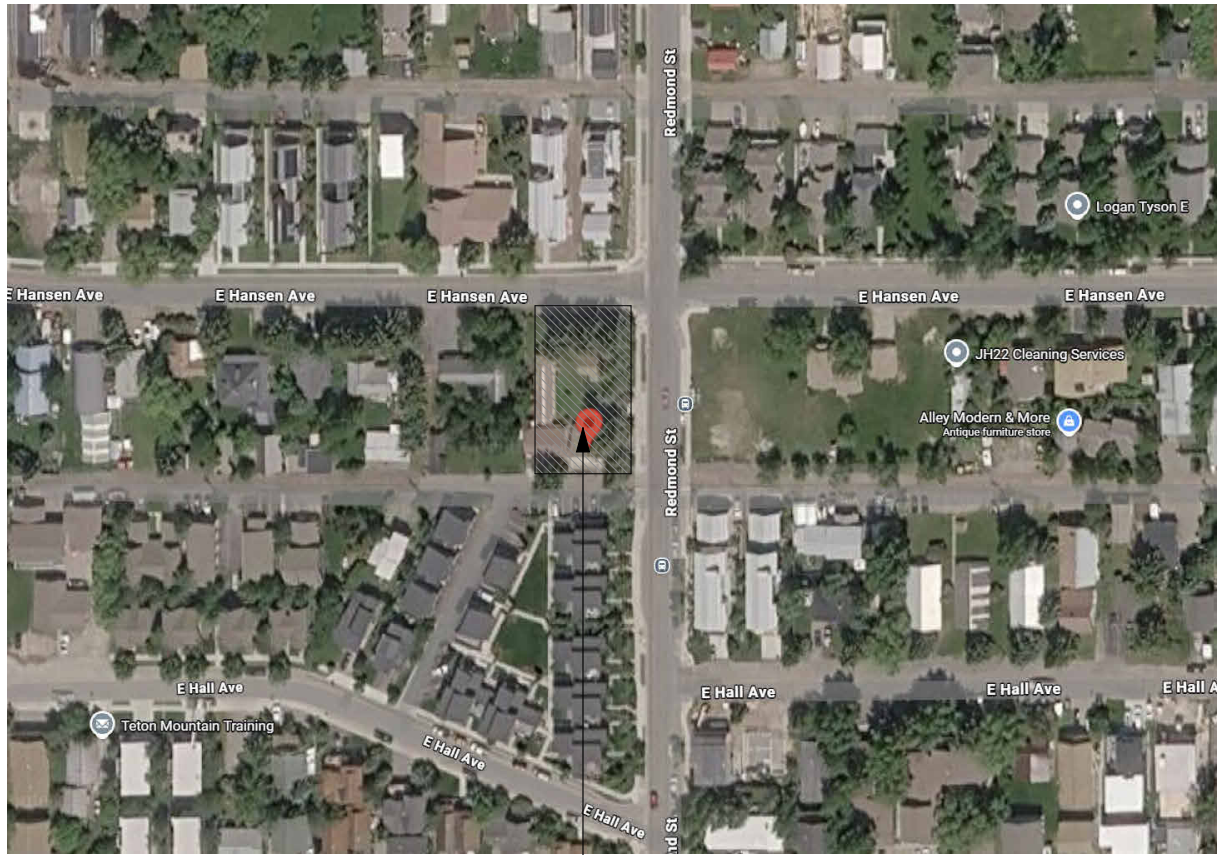
DEMOLITION PERMIT
SET

SHEET

GEN INFO INDEX

G0.1

DATE:
NUMBER: 2535



VICINITY MAP

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SANTA CRUZ, CA 95062
ZAC MADDRY
zac@dmarcstudio.com
415.690.0800

PROJECT TEAM

PROJECT DESCRIPTION
DEMOLITION AND REMOVAL OF RESIDENTIAL STRUCTURES, INCLUDING FOUNDATIONS AND ACCESSORY STRUCTURES. SCOPE INCLUDES UTILITY DISCONNECTS AND CAPPING AT THE PROPERTY LINE, INSTALLATION OF SILT FENCING.

PROJECT DATA

SUMMARY:	DEMOLITION OF RESIDENTIAL STRUCTURE, INCLUDING FOUNDATIONS AND ACCESSORY STRUCTURES
FIRE SPRINKLER TYPE:	NONE EXISTING.
ADDRESS:	335 REDMOND ST., JACKSON, WY 325 REDMOND ST., JACKSON, WY 592 E. HANSEN AVE., JACKSON, WY
PIDN:	22-41-16-34-1-24-001
OCCUPANCY TYPE:	R-3
STORIES:	1 STORY
APPLICABLE CODES:	2025 CALIFORNIA BUILDING CODE 2025 CALIFORNIA MECHANICAL CODE 2025 CALIFORNIA PLUMBING CODE 2025 CALIFORNIA ELECTRICAL CODE 2025 CALIFORNIA ENERGY CODE 2025 CALIFORNIA GREEN BUILDING STANDARD CODE ALL OF THE ABOVE AS ADOPTED BY THE CITY OF JACKSON & COUNTY OF TETON.

PROJECT DATA

LEWIS RIVER HOLDINGS LLC

DMARCSTUDIO



NO DAT

1557

NUMB

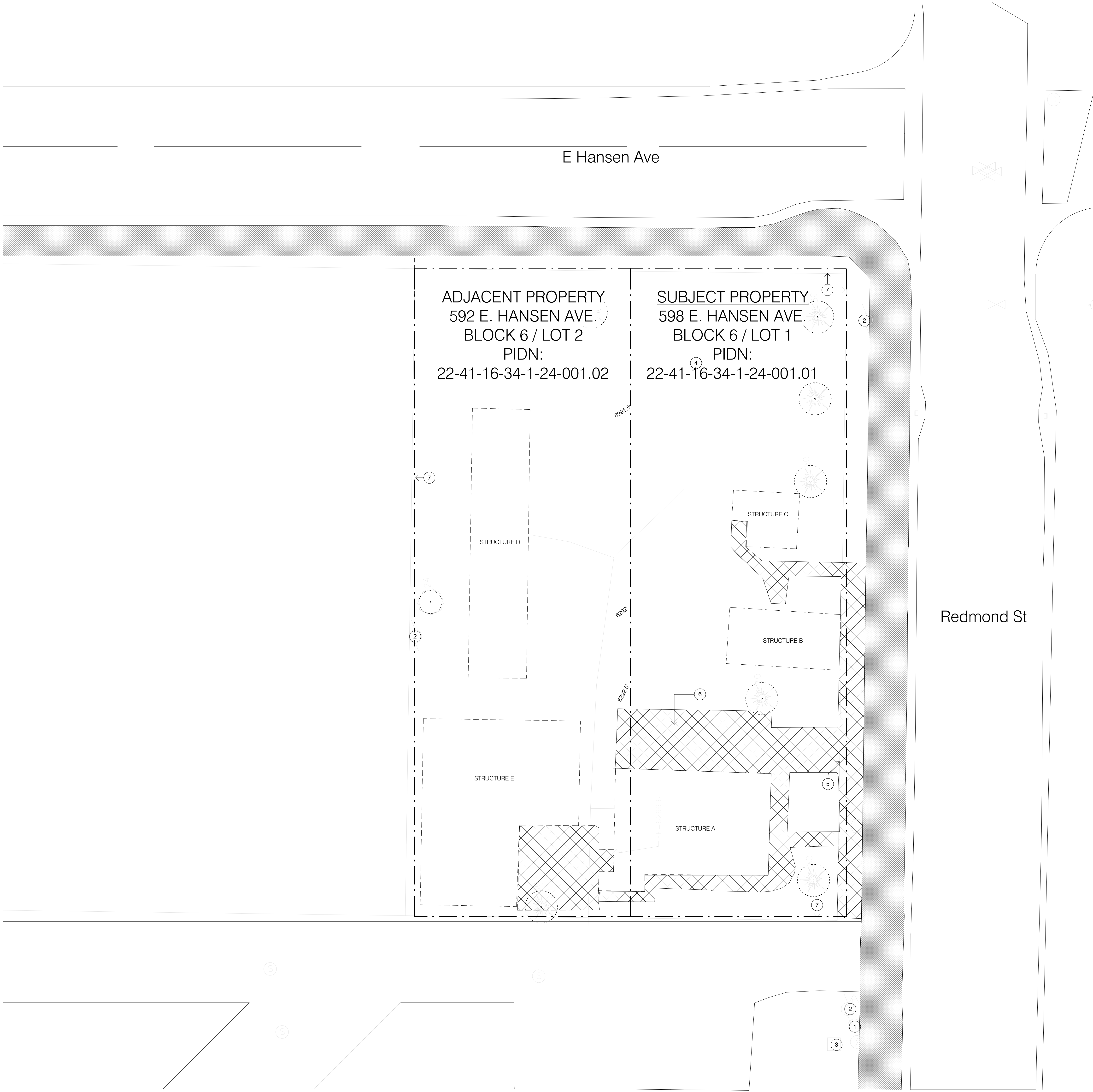
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FILE: AutoDesk Docs://0235 - 335 Redmond/2535 - 335 Redmond.rvt
3/20/2026 6:56:07 PM

1 SITE PLAN

3/32" = 1'-0"

REFERENCED NOTES LEGEND

N.T.S.



1. ARCHITECTURAL SITE PLAN IS PROVIDED FOR REFERENCE ONLY. SEE PLUMBING AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
2. REFER TO ARCHITECTURAL SIGNAGE SHEETS FOR SIGN TYPES AND DETAILS.
3. THE VACANT LOT SHALL BE BACKFILLED AND MAINTAINED TO THE EXISTING GRADE OR WITHOUT SLOPES STEEPER THAN 2:1.
4. SILT FENCES SHALL BE INSTALLED PRIOR TO ANY LAND-DISTURBING ACTIVITY.
5. DUST CONTROL MEASURES (WATER TRUCK/HOSE) WILL BE USED AS NEEDED DURING DEMOLITION.
6. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED WITHIN 14 DAYS OF FINAL GRADING.

SITE PLAN GENERAL NOTES

- PAVEMENT/SIDEWALK RESTORATION PER TOWN OF JACKSON STANDARDS
- DRIVEWAY AND ENTRY PATHS TO BE REMOVED
- DEMOLISHED / REMOVED ELEMENTS
- PROPERTY LINES

SITE PLAN LEGEND

REFERENCED NOTE TAG

← # REFERENCED NOTE

1. ELECTRICAL METER
2. POWER POLE
3. TELEPHONE PEDESTAL
4. WATER SERVICE
5. CONSTRUCTION ACCESS POINT
6. EQUIPMENT PARKING AREAS
7. PROPOSED LOCATION FOR SILT FENCING

dmarc

CLIENT INFORMATION
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115 W SNOW KING JACKSON
WY, 83001
JOHN STRICKLIN
john@stricklin.com

ARCHITECT
DMARCSSTUDIO
3611 PORTOLA DRIVE,
SANTA CRUZ, CA 95062
NICK MCCrackEN
nick@dmarcstudio.com
831.889.0865

REVISIONS

#	DATE	DESCRIPTION
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MILESTONES

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PROJECT

PIDN:
22-41-16-34-1-24-001.01
22-41-16-34-1-24-001.02

DEMOLITION PERMIT
SET

SHEET

EXISTING/DEMO
SITE PLAN

A1.D0

DATE:
NUMBER: 2535

CLIENT INFORMATION
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115 W SNOW KING JACKSON
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JOHN STRICKLIN
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REVISIONS		
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PIDN:
22-41-16-34-1-24-001.01
22-41-16-34-1-24-001.02

DEMOLITION PERMIT
SET

SHEET

PHOTOGRAPHS OF
EXISTING EXTERIOR
CONDITIONS

A2.D1

DATE:
NUMBER: 2535



Asbestos Sampling Report



Client: Ben Mateosky
Inspector: Brian Finn
Date: 4 March 2026

CLIENT INFORMATION

Phone: 307-413-0570
Email: info@mateoskyinc.com
Address: 325 Redmond St, Jackson, WY 83001
Reference: IF2602012

INSPECTION PROCESS AND SAMPLING PROCEDURES

Asbestos is a generic name given to several naturally occurring hydrated mineral silicates that possess a unique crystalline structure, are incombustible in air, and are separable into fibers. Asbestos includes asbestiform varieties of chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite-grunerite); anthophyllite; tremolite, and actinolite.

Inhalation of asbestos fibers has been linked to diseases such as asbestosis, lung cancer, and mesothelioma. All asbestos sampling performed by Healthy Home Environmental Services LLC is carried out pursuant to 40 CFR 763.86 as required by both AHERA and ASHARA.

NOTES AND TERMS

- **Homogeneous Sampling Area-** An area of suspected asbestos containing building materials which appears similar throughout in color, texture, and date of material application.
- **Thermal System Insulation-** Material applied to pipes, fittings, boilers, breechings, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.
- **Surfacing Material-** Material that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.
- **Miscellaneous Material-** Interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include thermal system insulation or surfacing materials.

INTERPRETING YOUR RESULTS

- **ND:** None detected. No asbestos fibers were detected. Therefore, no additional precautions are necessary.
- **<1%:** When asbestos is detected below 1% (and above zero), a certified asbestos contractor is not necessary. However, asbestos regulations do require specialized protective equipment and containment of the work area. Please reference Puget Sound Clean Air Agency for specific regulations.
- **1%-3%.** Considered an asbestos containing material. If your sample results were between 1-3%, you have the option of reanalyzing the sample using a point counting technique. Point counting often results in an asbestos content of <1%, thereby eliminating the need for a certified asbestos contractor.
- **>3%.** Considered an asbestos containing material. Point counting can be utilized, however; it rarely achieves a result under the 1% threshold. A certified asbestos contractor will be required to remove or disturb these materials.

ADDITIONAL NOTES

- **What is a composite sample?** Composite sampling is utilized when testing wall systems (i.e. sheetrock, joint compound, tape, texture). This technique allows the entire wall system to be analyzed as a single component. This can be beneficial because while a single layer may have a high percentage of asbestos, the layer may only account for a small percentage of the entire sample. This will often result in a significantly lower overall percentage of asbestos fibers, and bring the total under 1%. NOTE, if the texture (surfacing material) is over 1%, the composite value is discarded and the sample is considered 'asbestos containing'. In this case, a point count analysis can be utilized.
- **What is a point count?** Point counting is a more accurate technique for counting asbestos fibers. When utilized, these results will supercede the initial results. Point counting is used when the initial results were greater than 1%. Often if the initial result is between 1-3%, the point counting technique will lower the result to under 1%. NOTE: Point counting is an additional charge.

Section 1 Survey

Section 1.0 Introduction

Ben Mateosky engaged Healthy Home Environmental Services to perform an Asbestos Good Faith Survey at the following address: 325 Redmond St, Jackson, WY 83001, 335, Redmoud Street, Jackson, Wyoming, 83001. This survey adhered to the EPA guidelines detailed in 40 CFR Part 763. Its purpose was to locate any asbestos-containing materials within the Location of Concern that might be affected by upcoming renovation or demolition activities. On Month Day, Year, Brenda Corona, a certified Asbestos Hazard Emergency Response Act (AHERA) Building Inspector (Cer# ON-188748-15320-030125) accredited by the MAP-Program, carried out the inspection and sampling of potential Asbestos Containing Material (ACM). Enclosed are the relevant AHERA MAP Program certificates.

12 ACM was identified Total

3 ACM was identified in the following materials: Drywall and Floor Tile

Located: Building B In the Home with the small Garage to the left of Mobile home

Samples: B-LRF-001, B-LRF-002, B-LRF-003, Laundry Room - Tile

9 ACM was identified in the following materials: Floor Tile In the Basement

Located: Building D Home with Basement and Stone exterior

Samples: B-LRF-001, B-LRF-002, B-LRF-003, Laundry Room - Tile

No ACM was found in Building A< Building B, Building C Builing storey Home small Garage to the left of Mobile home Buildingb

Section 1.1 Building Information

The residential home/commercial/building/apartment complex is located at 123 Street, City, Idaho, Zip. The approximately _____ sq. ft. house/building/school/ apartment complex – description of the building and information of the built.

Section 1.2 Asbestos Survey Scope of Work

The purpose of the asbestos survey was to locate materials containing asbestos that could be affected by the demolition/remodeling activities in the building. Healthy Home Environmental Services of Idaho Falls utilized EPA-compliant methods, including destructive sampling in line with the standards set in 40 CFR 763.85 and 763.86, to gather bulk samples of materials suspected to contain asbestos. These methods adhere to the Environmental Protection Agency's (EPA) interpretations and guidelines under the Asbestos Hazard Emergency Response Act (AHERA). The materials that were identified and/or sampled to determine asbestos content include:

of Samples of Asbestos Containing Materials (AMC's) Were Identified for the first homogenous zone, known as the _____.

The methods used for asbestos inspection and sampling adhered to the standards detailed in 40 CFR 763.85 and 763.86. The collected samples were sent to Eurofins Aerotech Built Environment Testing, Inc., located at 1501 West Knudsen Drive, Phoenix, AZ 85027, under NVLAP Lab Code: 500031-0. The method of analysis employed was Asbestos PLM, in accordance with EPA 40 CFR Appendix E to Subpart E of Part 763 and EPA METHOD 600/R-93-116, SOP EM-AS-S-1267.

INSPECTOR CERTIFICATION



20033 N. 19th Ave. Bldg. 6 PHX, AZ 85027
602.864.6564
www.theasbestosinstitute.com

This certificate is awarded to:

Brian Finn

has attended and received instruction in the EPA approved course
AHERA CONTRACTOR/SUPERVISOR INITIAL

Course Date(s): July 7-11 2025
Examination Date: 11-Jul-2025
Expiration Date: 11-Jul-2026
Course Hours: 40

Certificate Number: 4610-19805-071125


ANDRE ZWANENBURG
DIRECTOR

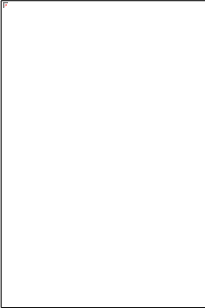


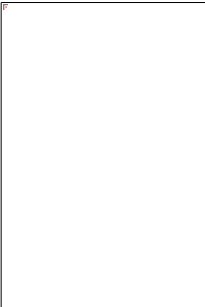
Renew Certificate

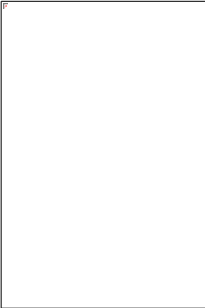

ANDRE ZWANENBURG
APPROVED INSTRUCTOR

The person receiving this certificate has successfully passed the competency exam
and completed the requisite for asbestos accreditation under TSCA Title II.

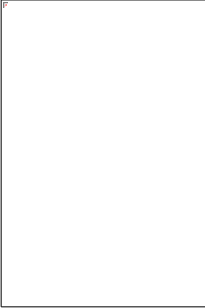
Building B In the Home with the small Garage to the left of Mobile home

SAMPLE NUMBER: B-RS-001		
	Description of Material	Roofing Tan Shingle
	Category	Misc.
	Room Collected	Roof
	Location in Room	front side by door
	Approx. Size	800 SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

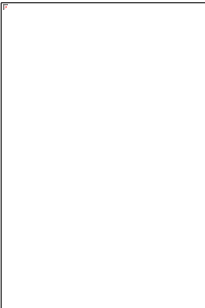
SAMPLE NUMBER: B-RS-002		
	Description of Material	Roofing Tan Shingle
	Category	Misc
	Room Collected	Roof
	Location in Room	Left side roof
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: B-RS-003		
	Description of Material	Roofing Tan Shingle
	Category	Misc
	Room Collected	Roof
	Location in Room	Back side roof
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

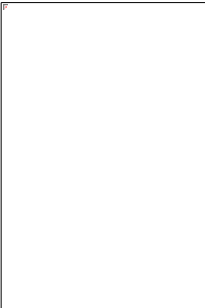
SAMPLE NUMBER: BKT-001

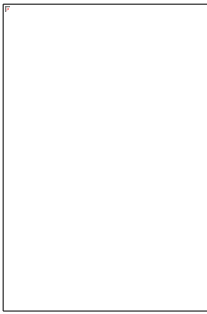
	Description of Material	Blue floor vinyl
	Category	Misc
	Room Collected	Kitchen
	Location in Room	Entry to kitchen from bedroom
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: BKT-002

	Description of Material	Blue floor vinyl
	Category	Misc
	Room Collected	Kitchen
	Location in Room	Middle of kitchen
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: BKT-003

	Description of Material	Blue floor vinyl
	Category	Misc
	Room Collected	Kitchen
	Location in Room	Entry to living room area
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: B-BT-001

Description of Material

Category

Room Collected

Location in Room

Approx. Size

Condition of Material

White floor tile

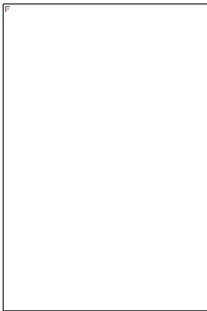
Misc

Bathroom

Next to toilet

SF

Fair

Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned**SAMPLE NUMBER:** B-BT-002

Description of Material

Category

Room Collected

Location in Room

Approx. Size

Condition of Material

White floor tile

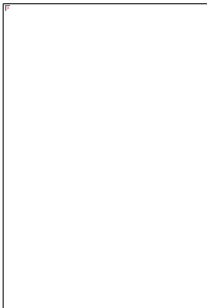
Misc

Bathroom

Under sink

SF

Fair

Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned**SAMPLE NUMBER:** B-DW-001

Description of Material

Category

Room Collected

Location in Room

Approx. Size

Condition of Material

Joint compound mud

Misc

Bedroom

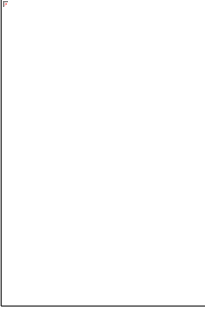
Behind picture above desk

SF

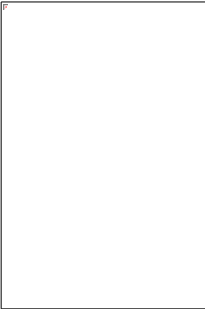
Fair

Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned

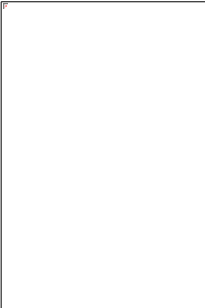
SAMPLE NUMBER: B-DW-002

	Description of Material	Joint compound mud
	Category	Misc. SM TSI
	Room Collected	Living room
	Location in Room	Above blue couch
	Approx. Size	SF
	Condition of Material	Fair

Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned**SAMPLE NUMBER:** B-DW003

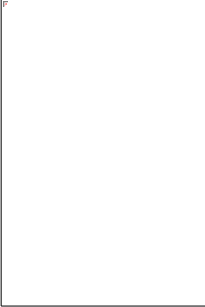
	Description of Material	Joint compound mud
	Category	Misc
	Room Collected	Kitchen
	Location in Room	Above countertop
	Approx. Size	SF
	Condition of Material	Fair

Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned**SAMPLE NUMBER:** B-LRF-001

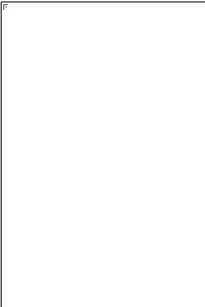
	Description of Material	Floor tile
	Category	Misc
	Room Collected	Laundry room
	Location in Room	Next washer
	Approx. Size	SF
	Condition of Material	Fair

Results of Analysis: Asbestos Fibers Detected! 2% Chrysotile Tan Tile**Recommendations:** Proper abatement required for this material if disturbed.

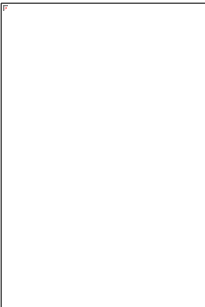
SAMPLE NUMBER: B-LRF-002

	Description of Material	Floor tile
	Category	Misc
	Room Collected	Laundry room
	Location in Room	Next to dryer
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: Asbestos Fibers Detected! 2% Chrysotile Tan Tile Recommendations: Proper abatement required for this material if disturbed.		

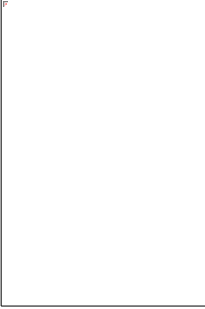
SAMPLE NUMBER: B-LRF-003

	Description of Material	Floor tile
	Category	Misc
	Room Collected	Laundry room
	Location in Room	Entry
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: Asbestos Fibers Detected! 2% Chrysotile Tan Tile Recommendations: Proper abatement required for this material if disturbed.		

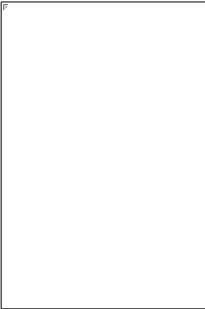
Building A – The building structure mobile home**SAMPLE NUMBER:** EC-001

	Description of Material	White painted chalk
	Category	Misc
	Room Collected	Exterior caulk outside of window
	Location in Room	Window outside back of trailer
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

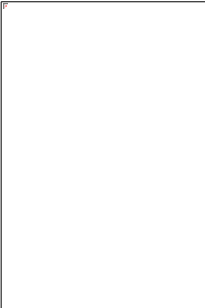
SAMPLE NUMBER: EC-002

	Description of Material	White painted window trim
	Category	Misc
	Room Collected	Exterior window
	Location in Room	Front exterior window
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

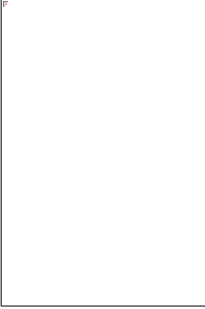
SAMPLE NUMBER: EC-003

	Description of Material	White painted window trim
	Category	Misc
	Room Collected	Exterior window
	Location in Room	Back side exterior window
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

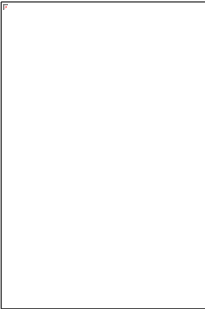
SAMPLE NUMBER: C-001

	Description of Material	Grey padding carpet adhesive
	Category	Misc
	Room Collected	Kitchen
	Location in Room	Kitchen under trash bin area
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

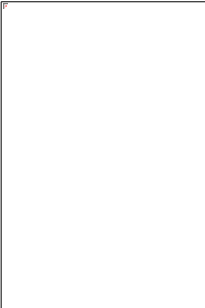
SAMPLE NUMBER: C-002

	Description of Material	Grey padding carpet adhesive
	Category	Misc
	Room Collected	Kitchen
	Location in Room	Under stove area
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

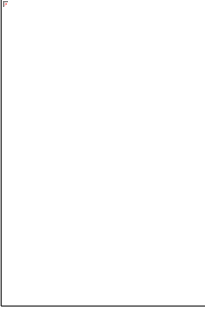
SAMPLE NUMBER: C-003

	Description of Material	Grey padding carpet adhesive
	Category	Misc
	Room Collected	Kitchen
	Location in Room	Under sink counter
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

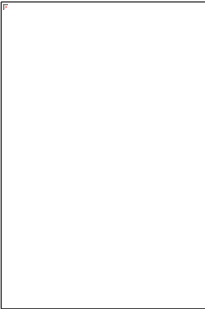
SAMPLE NUMBER: KW-001

	Description of Material	Interior window caulk
	Category	Misc
	Room Collected	Bedroom window interior
	Location in Room	Bedroom window caulk interior
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

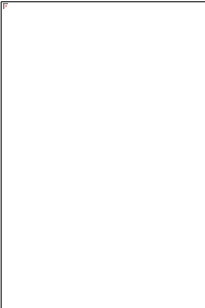
SAMPLE NUMBER: KW-002

	Description of Material	Interior window caulk
	Category	Misc
	Room Collected	Kitchen window interior
	Location in Room	Kitchen window caulk interior
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

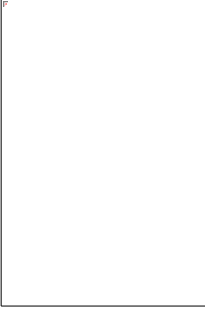
SAMPLE NUMBER: KW-003

	Description of Material	Interior window caulk
	Category	Misc
	Room Collected	Kitchen window interior
	Location in Room	Back bedroom window interior caulk
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

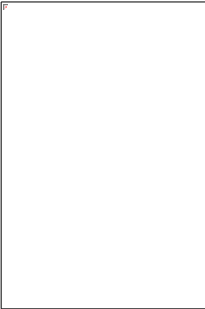
SAMPLE NUMBER: CT-001

	Description of Material	Countertop adhesive
	Category	Misc
	Room Collected	Bedroom countertop
	Location in Room	Back bedroom countertop
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

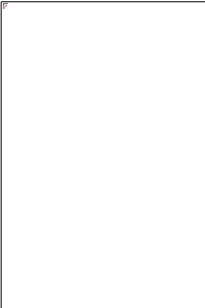
SAMPLE NUMBER: BF-001

	Description of Material	Bathroom flooring vinyl
	Category	Misc
	Room Collected	Bathroom
	Location in Room	Next to door
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

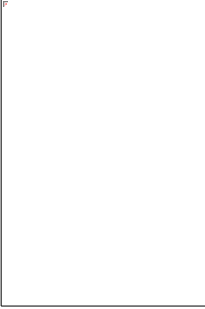
SAMPLE NUMBER: BF-002

	Description of Material	Bathroom flooring vinyl
	Category	Misc
	Room Collected	Bathroom
	Location in Room	Next to sink
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

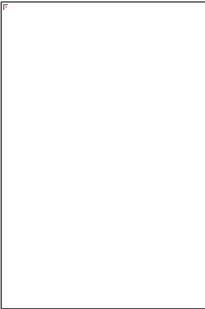
SAMPLE NUMBER: BF-003

	Description of Material	Bathroom flooring vinyl
	Category	Misc
	Room Collected	Bathroom
	Location in Room	Next to shower
	Approx. Size	SF
	Condition of Material	Fair
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

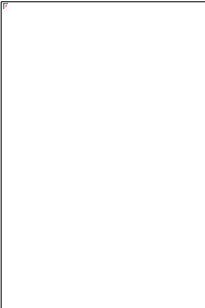
SAMPLE NUMBER: FT-001

	Description of Material	Ceiling acoustic board
	Category	Misc
	Room Collected	Living room
	Location in Room	Living room ceiling above wall shelves
	Approx. Size	SF
	Condition of Material	Fair

Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned**SAMPLE NUMBER:** FT-002

	Description of Material	Ceiling acoustic board
	Category	Misc
	Room Collected	Hallway
	Location in Room	Hallway ceiling
	Approx. Size	SF
	Condition of Material	Fair

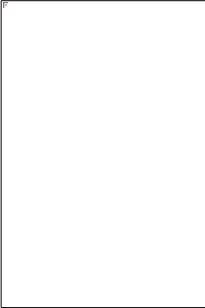
Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned**SAMPLE NUMBER:** FT-003

	Description of Material	Ceiling acoustic board
	Category	Misc
	Room Collected	Back room
	Location in Room	Back room above window
	Approx. Size	SF
	Condition of Material	Fair

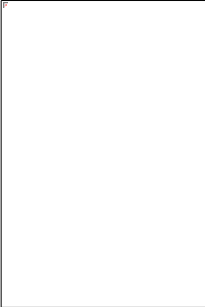
Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned

Building D Home with Basement and Stone exterior

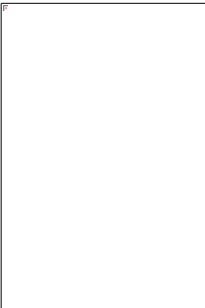
SAMPLE NUMBER: BDRB-001

	Description of Material	Floor Tile – Green and Beige
	Category	Misc.
	Room Collected	Basement Room B
	Location in Room	Floor Entry Room
	Approx. Size	90 SF
	Condition of Material	Good
Results of Analysis: Asbestos Fibers Detected! 4% Chrysotile Beige Floor Tile Recommendations: Proper abatement required for this material if disturbed.		

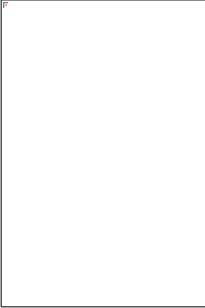
SAMPLE NUMBER: DBRB-002

	Description of Material	Green and beige floor tile
	Category	Misc
	Room Collected	Basement room B
	Location in Room	Next to brick wall
	Approx. Size	90 SF
	Condition of Material	Good
Results of Analysis: Asbestos Fibers Detected! 4% Chrysotile Beige Floor Tile Recommendations: Proper abatement required for this material if disturbed.		

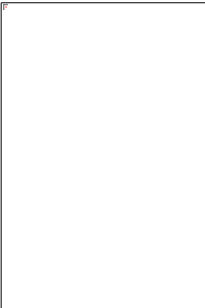
SAMPLE NUMBER: D-DSDW-001

	Description of Material	Drywall
	Category	Misc
	Room Collected	Basement
	Location in Room	Inside closet above water heater
	Approx. Size	528 SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

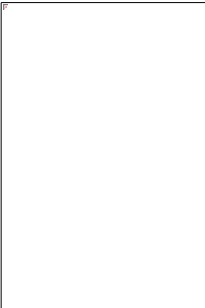
SAMPLE NUMBER: D-DSDW-002

	Description of Material	Drywall
	Category	Misc
	Room Collected	Basement
	Location in Room	Entry hallway to basement
	Approx. Size	528 SF
	Condition of Material	Good
Results of Analysis: Asbestos Fibers Detected! 2% Chrysotile Off-White Compound with Paint Recommendations: Proper abatement required for this material if disturbed.		

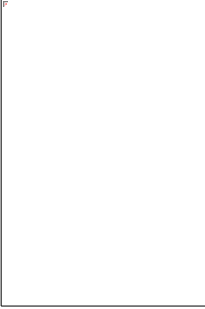
SAMPLE NUMBER: D-DSDW-003

	Description of Material	Drywall
	Category	Misc
	Room Collected	Basement
	Location in Room	Wall next to utility closet
	Approx. Size	528 SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: DLR-001

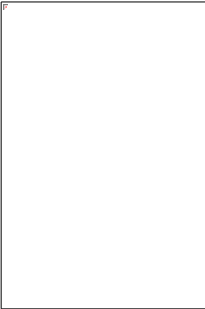
	Description of Material	Floor tile
	Category	Misc
	Room Collected	Laundry room
	Location in Room	Right side of washer
	Approx. Size	SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: DLR-002

	Description of Material	Floor tile
	Category	Misc
	Room Collected	Laundry room
	Location in Room	In front of dryer
	Approx. Size	SF
	Condition of Material	Good

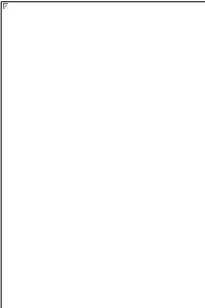
Results of Analysis: No Asbestos Fibers Detected!
Recommendations: Project may proceed as planned

SAMPLE NUMBER: DBS-001

	Description of Material	Floor tile
	Category	Misc
	Room Collected	Basement exit door
	Location in Room	End of stairs basement
	Approx. Size	SF
	Condition of Material	Good

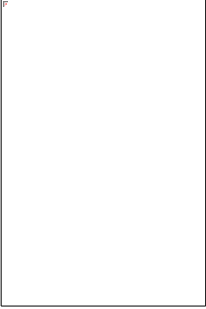
Results of Analysis: No Asbestos Fibers Detected!
Recommendations: Project may proceed as planned

SAMPLE NUMBER: OR-001

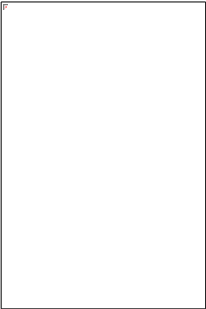
	Description of Material	Mortar/grout
	Category	Misc
	Room Collected	Outside rock wall
	Location in Room	Rock wall middle
	Approx. Size	SF
	Condition of Material	Good

Results of Analysis: No Asbestos Fibers Detected!
Recommendations: Project may proceed as planned

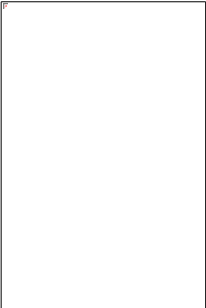
SAMPLE NUMBER: OR-002

	Description of Material	Mortar/grout
	Category	Misc
	Room Collected	Outside rock wall
	Location in Room	Rock base of patio
	Approx. Size	SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

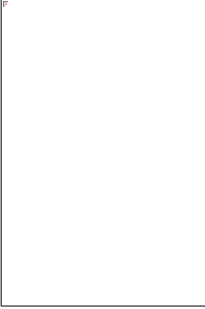
SAMPLE NUMBER: DBBR-001

	Description of Material	Tile/mastic
	Category	Misc
	Room Collected	Bathroom basement
	Location in Room	Under carpet
	Approx. Size	64 SF
	Condition of Material	Good
Results of Analysis: Asbestos Fibers Detected! 7% Chrysotile - Gray Floor Tile Recommendations: Proper abatement required for this material if disturbed.		

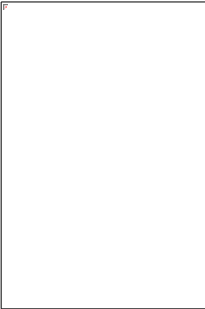
SAMPLE NUMBER: DBBR-002

	Description of Material	Tile/mastic
	Category	Misc
	Room Collected	Basement bathroom
	Location in Room	In front of shower
	Approx. Size	64 SF
	Condition of Material	Good
Results of Analysis: Asbestos Fibers Detected! 7% Chrysotile - Gray Floor Tile Recommendations: Proper abatement required for this material if disturbed.		

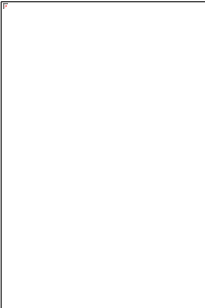
SAMPLE NUMBER: DBRA-001

	Description of Material	Tile/mastic
	Category	Misc
	Room Collected	Basement room A
	Location in Room	Entry way
	Approx. Size	35 SF
	Condition of Material	Good

Results of Analysis: **Asbestos Fibers Detected! 6% Chrysotile - Gray Floor Tile****Recommendations:** Proper abatement required for this material if disturbed.**SAMPLE NUMBER:** DBRA-002

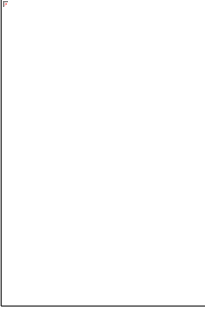
	Description of Material	Tile/mastic
	Category	Misc. SM TSI
	Room Collected	Basement room A
	Location in Room	Next to left wall
	Approx. Size	35 SF
	Condition of Material	Good

Results of Analysis: **Asbestos Fibers Detected! 6% Chrysotile - Gray Floor Tile****Recommendations:** Proper abatement required for this material if disturbed.**SAMPLE NUMBER:** DBRA-003

	Description of Material	Tile/mastic
	Category	Misc
	Room Collected	Basement room A
	Location in Room	Under rug
	Approx. Size	35 SF
	Condition of Material	Good

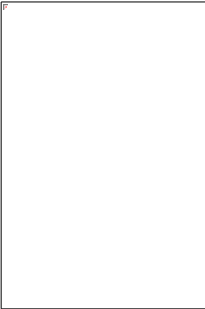
Results of Analysis: **Asbestos Fibers Detected! 6% Chrysotile - Gray Floor Tile****Recommendations:** Proper abatement required for this material if disturbed.

SAMPLE NUMBER: D-ACT-001

	Description of Material	Acoustic ceiling tile
	Category	Misc
	Room Collected	Basement room
	Location in Room	Above furnace
	Approx. Size	SF
	Condition of Material	Good

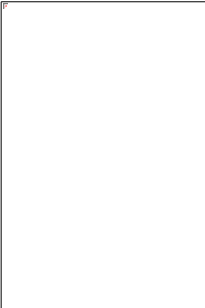
Results of Analysis: **No Asbestos Fibers Detected!**
Recommendations: Project may proceed as planned

SAMPLE NUMBER: D-ACT-002

	Description of Material	Acoustic ceiling tile
	Category	Misc
	Room Collected	Basement room
	Location in Room	Center of basement ceiling
	Approx. Size	SF
	Condition of Material	Good

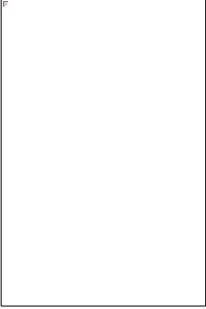
Results of Analysis: **No Asbestos Fibers Detected!**
Recommendations: Project may proceed as planned

SAMPLE NUMBER: D-ACT-003

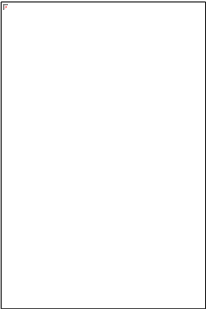
	Description of Material	Acoustic ceiling tile
	Category	Misc
	Room Collected	Basement room
	Location in Room	Ceiling left of furnace
	Approx. Size	SF
	Condition of Material	Good

Results of Analysis: **No Asbestos Fibers Detected!**
Recommendations: Project may proceed as planned

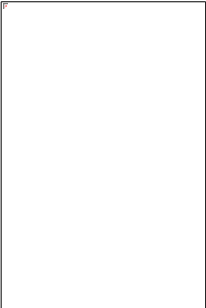
SAMPLE NUMBER: D-ACT1-001

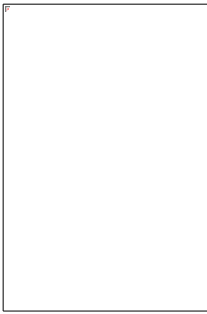
	Description of Material	Acoustic ceiling tile
	Category	Misc
	Room Collected	Basement room A
	Location in Room	Above furnace
	Approx. Size	SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: D-ACT1-002

	Description of Material	Acoustic ceiling tile
	Category	Misc
	Room Collected	Basement room A
	Location in Room	Left of furnace
	Approx. Size	SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: D-ACT1-003

	Description of Material	Acoustic ceiling tile
	Category	Misc
	Room Collected	Basement room A
	Location in Room	Center of ceiling
	Approx. Size	SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: D-USDW-001

Description of Material

Drywall

Category

Misc

Room Collected

Main floor living room

Location in Room

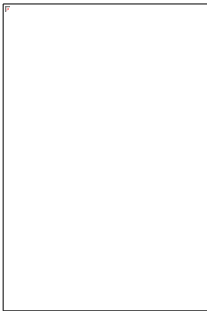
Behind kitchen table

Approx. Size

SF

Condition of Material

Good

Results of Analysis: Asbestos Fibers Detected! 2% Chrysotile Tan Compound with Paint Layers**Recommendations: Proper abatement required for this material if disturbed.****SAMPLE NUMBER: D-USDW-002**

Description of Material

Drywall

Category

Misc

Room Collected

Main floor living room

Location in Room

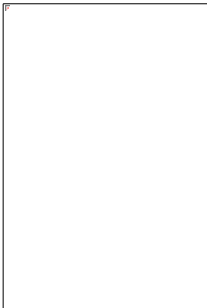
Entry room

Approx. Size

SF

Condition of Material

Good

Results of Analysis: No Asbestos Fibers Detected!**Recommendations: Project may proceed as planned****SAMPLE NUMBER: D-USDW-003**

Description of Material

Drywall

Category

Misc

Room Collected

Main floor living room

Location in Room

Kitchen

Approx. Size

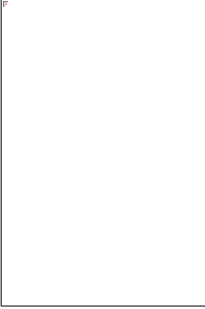
SF

Condition of Material

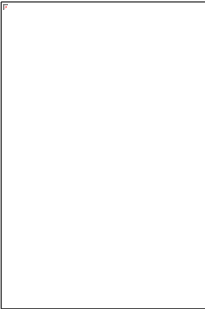
Good

Results of Analysis: No Asbestos Fibers Detected!**Recommendations: Project may proceed as planned**

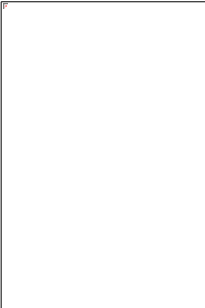
SAMPLE NUMBER: D-FP1-001

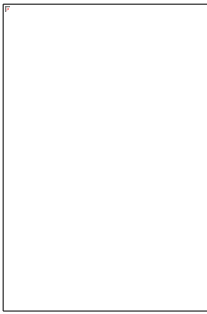
	Description of Material	Fireplace insulation
	Category	Misc
	Room Collected	Main floor living room
	Location in Room	Middle of fireplace
	Approx. Size	SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: D-FPM-1

	Description of Material	Fireplace grout
	Category	Misc
	Room Collected	Main floor living room
	Location in Room	Fireplace
	Approx. Size	SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: D-FPM-2

	Description of Material	Fireplace grout
	Category	Misc
	Room Collected	Main floor living room
	Location in Room	Above fireplace pit
	Approx. Size	SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SAMPLE NUMBER: D-M2-001

Description of Material

Category

Room Collected

Location in Room

Approx. Size

Condition of Material

Grout

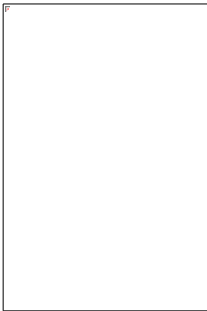
Misc

Main floor living room

Entry brick

SF

Good

Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned**SAMPLE NUMBER:** D-M2-002

Description of Material

Category

Room Collected

Location in Room

Approx. Size

Condition of Material

Grout

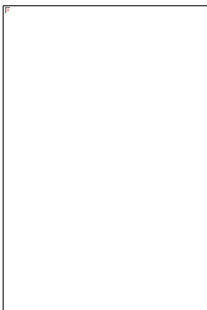
Misc

Main floor living room

Inside brick planter

SF

Good

Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned**SAMPLE NUMBER:** D-M-001

Description of Material

Category

Room Collected

Location in Room

Approx. Size

Condition of Material

Grout

Misc

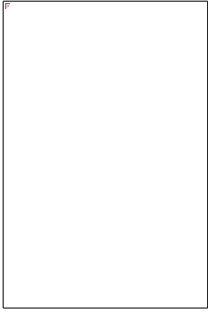
Main floor living room

Entry brick

SF

Good

Results of Analysis: No Asbestos Fibers Detected!**Recommendations:** Project may proceed as planned

SAMPLE NUMBER: D-M-002		
	Description of Material	Grout
	Category	Misc
	Room Collected	Main floor living room
	Location in Room	Entry brick
	Approx. Size	SF
	Condition of Material	Good
Results of Analysis: No Asbestos Fibers Detected! Recommendations: Project may proceed as planned		

SUMMARY

Section 1.6 Recommendations

Property owners bear the obligation to inform all workers and contractors involved in renovation or demolition about the existence or non-existence of materials containing asbestos. The EPA and OSHA advise that a summary of the asbestos survey findings should be displayed at the worksite or conveyed in writing to anyone who might interact with these materials. This can be done either by the property owner or their representative, such as a general contractor. Additionally, a signed confirmation from a responsible individual, either the owner or the owner's delegate, should be incorporated in or appended to the report.

IMPORTANT: Should any suspect building material not classified in this report as ACM or non-ACM, or not specified in a separate report by an AHERA Building Inspector for this site, be encountered and potentially affected during this project, it is mandatory to either have it tested for asbestos content by an AHERA Asbestos Building Inspector or to presume that it contains asbestos (ACM).

Section 1.7 Limiting Conditions

This report's recommendations were formulated in compliance with current asbestos regulations and the generally accepted enforcement guidelines set by the EPA and OSHA, specifically for the property as it was at the time of the inspection. The approaches used by Healthy Home Environmental Services of Idaho Falls in carrying out this study align with the customary standards of care and professionalism typically practiced by experts in environmental science and engineering.

The Client recognizes that their engagement of Healthy Home Environmental Services is exclusively for aiding in the identification of asbestos-containing building materials at the specific site structure within the defined scope of work. It is understood that Healthy Home Environmental Services' responsibilities are limited to conducting this inspection and providing the ensuing report and recommendations to the Client. The Client is aware that Healthy Home Environmental Services does not serve as a representative for the Client or any other party or entity concerning work related to asbestos-containing materials. Healthy Home Environmental Services neither acts on behalf of, nor possesses the authority to represent the Client, their heirs, or assignees.

Furthermore, by conducting this inspection, Healthy Home Environmental Services neither represents the Client nor authorizes, endorses, or engages in any construction, renovation, remodeling, maintenance, repair, or demolition activities.

Healthy Home Environmental Services will not bear liability for failing to identify asbestos-containing materials that are atypical in the construction industry. Additionally, the accuracy and reliability of any information or data provided by the Client, which originated from previous inspections conducted by other parties and requested to be utilized by Healthy Home Environmental Services in any capacity, is not the responsibility of Healthy Home Environmental Services.

The identification of asbestos took place on the same day as the inspection of the facility. Healthy Home Environmental Services is not accountable for any alterations or discrepancies in the site conditions or any modifications in the scope of work that might have happened subsequent to the execution of this inspection.

Sincerely,
Brian Finn
AHERA Building Inspector/Supervisor

Twin Falls: 208 825-2025
Coeur d'Alene: 208 618-8808
Idaho Falls: 208 535-3289



Contact Us

Call Us

Twin Falls Office
208 825-2025

Coeur d'Alene Office
208 618-8808

Idaho Falls Office
208 535-3289

Visit Us

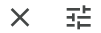
550 2nd Street STE #292
Idaho Falls ID 83401

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Notes

Notification of Demolition at 335 Redmond St and 325 Redmond St, Jacks

**Carlos Daniel Gómez Oñate** <carlos@dmarcstudio.com>

to asbestos.notice, Zac, Nick, John

To the Wyoming DEQ Asbestos Program,

On behalf of Zachary Maddry (Applicant/Agent), I am submitting the "Notification of Demolition and Renovation" for the prope
A "Good Faith Survey" has been conducted by a certified AHERA inspector, and asbestos-containing materials (ACM) were i
all regulated materials prior to any structural demolition.

Property Owner: Lewis Creek Holdings LLC.

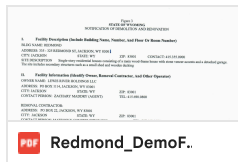
Project Address: 335 Redmond St, Jackson, WY. / 325 Redmond St, Jackson, WY.

Please find the completed notification form attached. Let us know if you require any additional information.

Best regards,

One attachment • Scanned by Gmail

Add to Drive



Reply

Reply all

Forward



Share in chat

New

M

Report for:

Brenda Corona
JC Trusted Enterprise LLC (DBA- Healthy Home Environmental)
148 Blue lakes Blvd N STE 179
Twin Falls, ID 83301

Regarding: Eurofins Aerotech Built Environment Testing, LLC
Project: IF26020012-D; Ben Mateosky
EML ID: 4437326

Approved by:

Dates of Analysis:
Asbestos PLM: 03-05-2026



Approved Signatory
Renee Luna-Trepczynski

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA 600/R-93-116, EBET-PLM-SOP83921)
NVLAP Lab Code 500031-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Aerotech Built Environment Testing, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins Aerotech Built Environment Testing, LLC

1501 West Knudsen Drive, Phoenix, AZ 85027

(800) 651-4802 www.eurofinsus.com/Built

Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)

C/O: Brenda Corona

Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-05-2026

ASBESTOS PLM REPORT**Total Samples Submitted:** 16**Total Samples Analyzed:** 16**Total Samples with Layer Asbestos Content > 1%:** 0**Location: EC-001**

Lab ID-Version‡: 22283175-1

Sample Layers	Asbestos Content
Semi-Transparent Caulk with Paint	ND
White Caulk	ND
Sample Composite Homogeneity:	Moderate

Location: EC-002

Lab ID-Version‡: 22283176-1

Sample Layers	Asbestos Content
Semi-Transparent Caulk with Paint	ND
Sample Composite Homogeneity:	Good

Location: EC-003

Lab ID-Version‡: 22283177-1

Sample Layers	Asbestos Content
Semi-Transparent Caulk with Paint	ND
Sample Composite Homogeneity:	Good

Location: C-001

Lab ID-Version‡: 22283178-1

Sample Layers	Asbestos Content
Gray Carpet Pad	ND
Brown Wood Fragments and Adhesive	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Moderate

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All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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1501 West Knudsen Drive, Phoenix, AZ 85027

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Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)

C/O: Brenda Corona

Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-05-2026

ASBESTOS PLM REPORT**Location: C-002**

Lab ID-Version‡: 22283179-1

Sample Layers	Asbestos Content
Gray Carpet Pad	ND
Brown Wood Fragments and Adhesive	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: C-003

Lab ID-Version‡: 22283180-1

Sample Layers	Asbestos Content
Gray Carpet Pad	ND
Brown Wood Fragments and Adhesive	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Moderate

Location: KW-001

Lab ID-Version‡: 22283181-1

Sample Layers	Asbestos Content
White Caulk	ND
Sample Composite Homogeneity:	Good

Location: KW-002

Lab ID-Version‡: 22283182-1

Sample Layers	Asbestos Content
White Caulk	ND
Sample Composite Homogeneity:	Good

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Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)
C/O: Brenda Corona
Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026
Date of Receipt: 03-03-2026
Date of Report: 03-05-2026

ASBESTOS PLM REPORT

Location: KW-003

Lab ID-Version‡: 22283183-1

Sample Layers	Asbestos Content
Gray Foam	ND
Semi-Transparent Caulk	ND
Sample Composite Homogeneity:	Moderate

Location: CT-001

Lab ID-Version‡: 22283184-1

Sample Layers	Asbestos Content
Gray Countertop	ND
Sample Composite Homogeneity:	Good

Location: BF-001

Lab ID-Version‡: 22283185-1

Sample Layers	Asbestos Content
Tan Sheet Flooring with Fibrous Backing	ND
Composite Non-Asbestos Content:	35% Cellulose 5% Synthetic Fibers
Sample Composite Homogeneity:	Moderate

Location: BF-002

Lab ID-Version‡: 22283186-1

Sample Layers	Asbestos Content
Tan Sheet Flooring with Fibrous Backing	ND
Composite Non-Asbestos Content:	35% Cellulose 5% Synthetic Fibers
Sample Composite Homogeneity:	Moderate

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1501 West Knudsen Drive, Phoenix, AZ 85027

(800) 651-4802 www.eurofinsus.com/Built

Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)

C/O: Brenda Corona

Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-05-2026

ASBESTOS PLM REPORT**Location: BF-003**

Lab ID-Version‡: 22283187-1

Sample Layers	Asbestos Content
Tan Sheet Flooring with Fibrous Backing	ND
Composite Non-Asbestos Content:	35% Cellulose 5% Synthetic Fibers
Sample Composite Homogeneity:	Moderate

Location: FT-001

Lab ID-Version‡: 22283188-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	95% Cellulose
Sample Composite Homogeneity:	Moderate

Location: FT-002

Lab ID-Version‡: 22283189-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	95% Cellulose
Sample Composite Homogeneity:	Moderate

Location: FT-003

Lab ID-Version‡: 22283190-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	95% Cellulose
Sample Composite Homogeneity:	Moderate

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1501 West Knudsen Drive, Phoenix, AZ 85027

(800) 651-4802 www.eurofinsus.com/Built

Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)

C/O: Brenda Corona

Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-05-2026

ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Michael Williams

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

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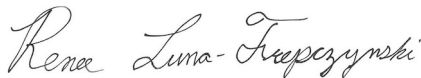
Report for:

Brenda Corona
JC Trusted Enterprise LLC (DBA- Healthy Home Environmental)
148 Blue lakes Blvd N STE 179
Twin Falls, ID 83301

Regarding: Eurofins Aerotech Built Environment Testing, LLC
Project: IF26020012-B; Ben Mateosky
EML ID: 4437331

Approved by:

Dates of Analysis:
Asbestos PLM: 03-03-2026



Approved Signatory
Renee Luna-Trepczynski

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA 600/R-93-116, EBET-PLM-SOP83921)
NVLAP Lab Code 500031-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

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Eurofins Aerotech Built Environment Testing, LLC

1501 West Knudsen Drive, Phoenix, AZ 85027

(800) 651-4802 www.eurofinsus.com/Built

Client: JC Trusted Enterprise LLC (DBA- Healthy Home Environmental)

C/O: Brenda Corona

Re: IF26020012-B; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-04-2026

ASBESTOS PLM REPORT**Total Samples Submitted:** 14**Total Samples Analyzed:** 14**Total Samples with Layer Asbestos Content > 1%:** 3**Location: B-RS-001, roof - roof shingles [front side by door]**

Lab ID-Version‡: 22277096-1

Sample Layers	Asbestos Content
Tan Roofing Shingle	ND
Composite Non-Asbestos Content:	30% Cellulose
Sample Composite Homogeneity:	Good

Location: B-RS-002, roof - roof shingles [left side roof]

Lab ID-Version‡: 22277097-1

Sample Layers	Asbestos Content
Tan Roofing Shingle	ND
Composite Non-Asbestos Content:	30% Cellulose
Sample Composite Homogeneity:	Good

Location: B-RS-003, roof - roof shingles back [side roof]

Lab ID-Version‡: 22277098-1

Sample Layers	Asbestos Content
Tan Roofing Shingle	ND
Composite Non-Asbestos Content:	30% Cellulose
Sample Composite Homogeneity:	Good

Location: BKR-001, Kitchen - blue floor vinyl [entry to bedroom from kitchen]

Lab ID-Version‡: 22277099-1

Sample Layers	Asbestos Content
Brown Fibrous Material	ND
Black Tar and Felt	ND
Brown Mastic	ND
Composite Non-Asbestos Content:	40% Cellulose
Sample Composite Homogeneity:	Poor

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Client: JC Trusted Enterprise LLC (DBA- Healthy Home Environmental)
C/O: Brenda Corona
Re: IF26020012-B; Ben Mateosky

Date of Sampling: 02-28-2026
Date of Receipt: 03-03-2026
Date of Report: 03-04-2026

ASBESTOS PLM REPORT

Location: BKR-002, Kitchen - blue floor vinyl [middle of kitchen]

Lab ID-Version‡: 22277100-1

Sample Layers	Asbestos Content
Blue Floor Tile with Black Tar and Felt Backing	ND
Brown Fibrous Material	ND
Brown Mastic	ND
Composite Non-Asbestos Content:	30% Cellulose
Sample Composite Homogeneity:	Poor

Location: BKR-003, Kitchen - blue floor vinyl [entry to living room area]

Lab ID-Version‡: 22277100-1

Sample Layers	Asbestos Content
Blue Floor Tile with Black Tar and Felt Backing	ND
Brown Fibrous Material	ND
Brown Mastic	ND
Composite Non-Asbestos Content:	30% Cellulose
Sample Composite Homogeneity:	Poor

Location: B-BT-001, bathroom - white floor tile [next to toilet]

Lab ID-Version‡: 22277102-1

Sample Layers	Asbestos Content
Off-White Tile	ND
White Mortar	ND
Off-White Cementitious Material	ND
Sample Composite Homogeneity:	Poor

Location: B-BT-002, bathroom - white floor tile [under sink]

Lab ID-Version‡: 22277103-1

Sample Layers	Asbestos Content
Off-White Tile	ND
Sample Composite Homogeneity:	Good

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Client: JC Trusted Enterprise LLC (DBA- Healthy Home Environmental)
 C/O: Brenda Corona
 Re: IF26020012-B; Ben Mateosky

Date of Sampling: 02-28-2026
 Date of Receipt: 03-03-2026
 Date of Report: 03-04-2026

ASBESTOS PLM REPORT

Location: B-DW-001, bedroom - drywall [behind picture above desk]

Lab ID-Version‡: 22277104-1

Sample Layers	Asbestos Content
Tan Compound with Paint Layers	ND
White Drywall with Brown/Tan Paper	ND
Composite Non-Asbestos Content:	20% Cellulose
Sample Composite Homogeneity:	Moderate

Location: B-DW-002, livingroom - drywall above blue couch]

Lab ID-Version‡: 22277105-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper and Paint Layers	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

Location: B-DW003, kitchen - drywall [above countertop]

Lab ID-Version‡: 22277106-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Compound with Paint 2	ND
White Drywall with Brown/Tan Paper	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Poor

Location: B-LRF-001, Laundry Room - Tile [next to washer]

Lab ID-Version‡: 22277107-1

Sample Layers	Asbestos Content
White Flooring	ND
Transparent Mastic	ND
Tan Floor Tile	2% Chrysotile
Black Mastic	ND
Tan Fibrous Material	ND
Composite Non-Asbestos Content:	3% Cellulose
Sample Composite Homogeneity:	Poor

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Eurofins Aerotech Built Environment Testing, LLC

1501 West Knudsen Drive, Phoenix, AZ 85027

(800) 651-4802 www.eurofinsus.com/Built

Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)

C/O: Brenda Corona

Re: IF26020012-B; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-04-2026

ASBESTOS PLM REPORT**Location: B-LRF-002, Laundry Room - Tile [next to dryer]**

Lab ID-Version‡: 22277108-1

Sample Layers	Asbestos Content
White Flooring	ND
Transparent Mastic	ND
Tan Floor Tile	2% Chrysotile
Black Mastic	ND
Tan Fibrous Material	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Poor

Location: B-LRF-003, Laundry Room - Tile [entry]

Lab ID-Version‡: 22277109-1

Sample Layers	Asbestos Content
White Flooring	ND
Transparent Mastic	ND
Tan Floor Tile	3% Chrysotile
Black Mastic	ND
Tan Fibrous Material	ND
Composite Non-Asbestos Content:	2% Cellulose
Sample Composite Homogeneity:	Poor

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Eurofins Aerotech Built Environment Testing, LLC

1501 West Knudsen Drive, Phoenix, AZ 85027

(800) 651-4802 www.eurofinsus.com/Built

Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)

C/O: Brenda Corona

Re: IF26020012-B; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-04-2026

ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Kayla Heinen

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Report for:

Brenda Corona
JC Trusted Enterprise LLC (DBA- Healthy Home Environmental)
148 Blue lakes Blvd N STE 179
Twin Falls, ID 83301

Regarding: Eurofins Aerotech Built Environment Testing, LLC
Project: IF26020012-D; Ben Mateosky
EML ID: 4437337

Approved by:

Dates of Analysis:
Asbestos PLM: 03-03-2026



Approved Signatory
Renee Luna-Trepczynski

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA 600/R-93-116, EBET-PLM-SOP83921)
NVLAP Lab Code 500031-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Aerotech Built Environment Testing, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins Aerotech Built Environment Testing, LLC

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Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)

C/O: Brenda Corona

Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-04-2026

ASBESTOS PLM REPORT**Total Samples Submitted:** 31**Total Samples Analyzed:** 31**Total Samples with Layer Asbestos Content > 1%:** 9**Location: BDRB-001, Basement room B - green and beige floor tile [entry area]**

Lab ID-Version‡: 22276975-1

Sample Layers	Asbestos Content
Beige Floor Tile	4% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: BDRB-002, Basement room B - green and beige floor tile [next to brick wall]

Lab ID-Version‡: 22276976-1

Sample Layers	Asbestos Content
Beige Floor Tile	4% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: D-DSDW-001, basement - drywall [inside closet above water heater]

Lab ID-Version‡: 22276977-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: D-DSDW-002, basement - drywall [entry hallway to basement]

Lab ID-Version‡: 22276978-1

Sample Layers	Asbestos Content
Off-White Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

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Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)
C/O: Brenda Corona
Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026
Date of Receipt: 03-03-2026
Date of Report: 03-04-2026

ASBESTOS PLM REPORT

Location: D-DSDW-003, basement - drywall [wall next to utility closet]

Lab ID-Version‡: 22276979-1

Sample Layers	Asbestos Content
Gray/White Wallpaper	ND
White Drywall with Brown Paper	ND
Silver Foil Wrap	ND
Yellow Foam	ND
Composite Non-Asbestos Content:	20% Cellulose
Sample Composite Homogeneity:	Poor

Location: DLR-001, laundry Room - floor tile [right side of washer]

Lab ID-Version‡: 22276980-1

Sample Layers	Asbestos Content
White Floor Tile	ND
Transparent Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: DLR-002, laundry Room - floor tile [in front of dryer]

Lab ID-Version‡: 22276981-1

Sample Layers	Asbestos Content
White Floor Tile	ND
Transparent Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: DBS-001, Basement exit door - floor tile [end of stairs basement]

Lab ID-Version‡: 22276982-1

Sample Layers	Asbestos Content
Brown Floor Tile	ND
Transparent Mastic	ND
Brown Wood	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Poor

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1501 West Knudsen Drive, Phoenix, AZ 85027

(800) 651-4802 www.eurofinsus.com/Built

Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)

C/O: Brenda Corona

Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-04-2026

ASBESTOS PLM REPORT**Location: OR-001, outside rock wall - mortar/grout [rock wall middle]**

Lab ID-Version‡: 22276983-1

Sample Layers	Asbestos Content
Gray Cementitious Material	ND
Sample Composite Homogeneity: Good	

Location: OR-002, outside rock wall - mortar/grout [rock base of patio]

Lab ID-Version‡: 22276984-1

Sample Layers	Asbestos Content
Gray Cementitious Material	ND
Sample Composite Homogeneity: Good	

Location: DBBR-001, Basement Bathroom - tile/mastic [underrug]

Lab ID-Version‡: 22276985-1

Sample Layers	Asbestos Content
Gray Floor Tile	7% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: DBBR-002, Basement Bathroom - tile/mastic [in front of shower]

Lab ID-Version‡: 22276986-1

Sample Layers	Asbestos Content
Gray Floor Tile	7% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

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Client: JC Trusted Enterprise LLC (DBA- Healthy Home Environmental)
C/O: Brenda Corona
Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026
Date of Receipt: 03-03-2026
Date of Report: 03-04-2026

ASBESTOS PLM REPORT

Location: DBRA-001, Basement room A - tile/mastic [entry way]

Lab ID-Version‡: 22276987-1

Sample Layers	Asbestos Content
Gray Floor Tile	6% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: DBRA-002, Basement room A - tile/mastic [next to left wall]

Lab ID-Version‡: 22276988-1

Sample Layers	Asbestos Content
Gray Floor Tile	6% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: DBRA-003, Basement room A - tile/mastic [under rug]

Lab ID-Version‡: 22276989-1

Sample Layers	Asbestos Content
Gray Floor Tile	6% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: D-ACT-001, Basement room - Acoustic ceiling tile [above furnace]

Lab ID-Version‡: 22276990-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	80% Cellulose
Sample Composite Homogeneity: Good	

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Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)
C/O: Brenda Corona
Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026
Date of Receipt: 03-03-2026
Date of Report: 03-04-2026

ASBESTOS PLM REPORT

Location: D-ACT-002, Basement room - Acoustic ceiling tile[center of basement ceiling]

Lab ID-Version‡: 22276991-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	80% Cellulose
Sample Composite Homogeneity:	Good

Location: D-ACT-003, Basement room - Acoustic ceiling tile [Celing left of furnace]

Lab ID-Version‡: 22276992-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	80% Cellulose
Sample Composite Homogeneity:	Good

Location: D-ACT1-001, Basement room A - Acoustic ceiling tile [above furnace]

Lab ID-Version‡: 22276993-1

Sample Layers	Asbestos Content
Gray Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	65% Cellulose 5% Glass Fibers
Sample Composite Homogeneity:	Good

Location: D-ACT1-002, Basement room A - Acoustic ceiling tile [left of furnace]

Lab ID-Version‡: 22276994-1

Sample Layers	Asbestos Content
Gray Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	65% Cellulose 5% Glass Fibers
Sample Composite Homogeneity:	Good

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Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)
C/O: Brenda Corona
Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026
Date of Receipt: 03-03-2026
Date of Report: 03-04-2026

ASBESTOS PLM REPORT

Location: D-ACT1-003, Basement room A - Acoustic ceiling tile [center of ceiling]

Lab ID-Version‡: 22276995-1

Sample Layers	Asbestos Content
Gray Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	65% Cellulose 5% Glass Fibers
Sample Composite Homogeneity:	Good

Location: D-USDW-001, main floor living room - drywall [behind kitchen table]

Lab ID-Version‡: 22276996-1

Sample Layers	Asbestos Content
Tan Compound with Paint Layers	2% Chrysotile
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: D-USDW-002, main floor living room - drywall [entry room]

Lab ID-Version‡: 22276997-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper and Paint Layers	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: D-USDW-003, main floor living room - drywall [kitchen]

Lab ID-Version‡: 22276998-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

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Eurofins Aerotech Built Environment Testing, LLC

1501 West Knudsen Drive, Phoenix, AZ 85027

(800) 651-4802 www.eurofinsus.com/Built

Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)

C/O: Brenda Corona

Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-04-2026

ASBESTOS PLM REPORT**Location: D-FP1-001, main floor living room - fireplace insulation [middle of fireplace]**

Lab ID-Version‡: 22276999-1

Sample Layers	Asbestos Content
Off-White Insulation	ND
Gray Cementitious Material	ND
Composite Non-Asbestos Content:	90% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: D-FPM-1, main floor living room - fireplace grout [fireplace]

Lab ID-Version‡: 22277000-1

Sample Layers	Asbestos Content
Gray Grout	ND
Sample Composite Homogeneity:	Good

Location: D-FPM-2, main floor living room - fireplace grout [above fireplace pit]

Lab ID-Version‡: 22277001-1

Sample Layers	Asbestos Content
Gray Grout	ND
Sample Composite Homogeneity:	Good

Location: D-M2-001, main floor living room - grout [entry brick]

Lab ID-Version‡: 22277002-1

Sample Layers	Asbestos Content
Gray Grout	ND
Sample Composite Homogeneity:	Good

Location: D-M2-002, main floor living room - grout [inside brick planter]

Lab ID-Version‡: 22277003-1

Sample Layers	Asbestos Content
Gray Grout	ND
Sample Composite Homogeneity:	Good

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Client: JC Trusted Enterprise LLC (DBA- Healthy
Home Environmental)

C/O: Brenda Corona

Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-04-2026

ASBESTOS PLM REPORT**Location: D-M-001, main floor living room - grout [entry brick]**

Lab ID-Version‡: 22277004-1

Sample Layers	Asbestos Content
Gray Grout	ND
Sample Composite Homogeneity: Good	

Location: D-M-002, main floor living room - grout [entry brick]

Lab ID-Version‡: 22277005-1

Sample Layers	Asbestos Content
Gray Grout	ND
Sample Composite Homogeneity: Good	

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Client: JC Trusted Enterprise LLC (DBA- Healthy
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C/O: Brenda Corona

Re: IF26020012-D; Ben Mateosky

Date of Sampling: 02-28-2026

Date of Receipt: 03-03-2026

Date of Report: 03-04-2026

ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Kaitlyn Walker

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Figure 3
STATE OF WYOMING
NOTIFICATION OF DEMOLITION AND RENOVATION

I. Facility Description (Include Building Name, Number, And Floor Or Room Number)

BLDG NAME: REDMOND

ADDRESS: 335 - 325 REDMOND ST, JACKSON, WY 83001

CITY: JACKSON

STATE: WY

ZIP: 83001

CONTACT: 415.355.0900

SITE DESCRIPTION Single-story residential houses consisting of a main wood-frame house with stone veneer accents and a detached garage. The site includes secondary structures such as a small shed and wooden decking

II. Facility Information (Identify Owner, Removal Contractor, And Other Operator)

OWNER NAME: LEWIS RIVER HOLDINGS LLC

ADDRESS: PO BOX 1114, JACKSON, WY 83001

CITY: JACKSON

STATE: WY

ZIP: 83001

CONTACT PERSON: ZACHARY MADDY (AGENT)

TEL: 415.690.0800

REMOVAL CONTRACTOR:

ADDRESS: PO BOX 22, JACKSON, WY 83001

CITY: JACKSON

STATE: WY

ZIP: 83001

CONTACT PERSON: MATEOSKY CONSTRUCTION INC

TEL: 307.413.0570

OTHER OPERATOR: HEALTHY HOME ENVIRONMENTAL SERVICES

ADDRESS: 805 NORTHGATE MILE, IDAHO FALLS, ID, 83401

CITY: IDAHO FALLS

STATE: ID

ZIP: 83401

CONTACT PERSON: HEALTHY HOME ENVIRONMENTAL

TEL: 208.535.3289

BUILDING SIZE:

NUM OF FLOORS: 1

AGE IN YEARS: 64

PRESENT USE: RESIDENTIAL

PRIOR USE: RESIDENTIAL

III. Type Of Operation: ☒ D=Demo ☐ O=Ordered Demo ☐ R=Renovation ☐ E=Emergency Renovation

IV. Is Asbestos Present? ☒ YES ☐ NO Explain: 12 samples total Asbestos Containing Materials (ACM) identified, including Drywall and Floor Tile in Building B, and Floor Tile. See attached report

V. Procedure, Including Analytical Method, If Appropriate, Used To Detect The Presence Of Asbestos Material:

Polarized Light Microscopy (PLM) analysis in accordance with EPA 40 CFR Appendix E to Subpart E of Part 763 and EPA METHOD 600/R-93-116

VI. Scheduled Dates Asbestos Removal (MM/DD/YY) START: 07.27.2026

COMPLETE: 08.07.2026

VII. Scheduled Dates Demo/Renovation (MM/DD/YY) START: 08.10.2026

COMPLETE: 08.28.2026

VIII. Scheduled Work Hours: START: 07:00AM **COMPLETE:** 04:00PM

IX. Approximate Amount Of Asbestos, Including: 1. Regulated ACM To Be Removed 2. Category I ACM Not Removed 3. Category II ACM Not Removed	RACM To Be Removed	Nonfriable Asbestos Material To Be Removed		Nonfriable Asbestos Material Not To Be Removed	
		CAT I	CAT II	CAT I	CAT II
PIPES	0	0	0	0	0
SURFACE AREA	~528 SF (Drywall)	~233 SF (Floor Tile)	0	0	0
VOL. RACM OFF FACILITY COMPONENT	see report	See report	0	0	0

Figure 3
STATE OF WYOMING
NOTIFICATION OF DEMOLITION AND RENOVATION

- X. Description Of Planned Demolition Or Renovation Work And Method(S) To Be Used:** Mechanical demolition of single-story residential houses consisting of a main wood-frame house with stone veneer accents and a detached garage. Materials to be removed include wood siding, asphalt roof shingles, concrete foundations, wooden fencing, and a metal-roofed carport. The site includes secondary structures such as a small shed and wooden decking. Prior to mechanical demolition, all identified asbestos-containing materials (ACM) will be removed by a licensed abatement contractor.
- XI. Description Of Work Practiced And Engineering Controls To Be Used To Prevent Emissions Of Asbestos At The Demolition And Renovation Site:** All asbestos will be abated before demolition is started by Healthy Homes environmental services from Idaho Falls. They will set up all necessary containment systems.
- XII. Type Of Notification:** ☒ O=Original ☐ R=Revised ☐ C=Cancelled
WPR Notice? ☐ Yes ☒ No
- XIII. Waste Transporter #1**
ADDRESS: PO BOX 22, JACKSON, WY 83001
CITY: JACKSON STATE: WY ZIP: 83001
CONTACT PERSON: MATEOSKY CONSTRUCTION INC TEL: 307.413.0570
WASTE TRANSPORTER #2:
ADDRESS:
CITY: STATE: ZIP:
CONTACT PERSON: TEL:
- XIV. WASTE DISPOSAL SITE**
NAME: CIRCULAR BUTTE MUNICIPAL LANDFILL
LOCATION: 1571 N 800 E, TERRETON, ID 83450
CITY: TERRETON STATE: ID ZIP: 83450
CONTACT PERSON: CIRCULAR BUTTE MUNICIPAL LANDFILL TEL: 208.663.4406
- XV. If demolition ordered by a government agency, please identify the agency below:**
NAME: TITLE:
AUTHORITY:
DATE OF ORDER (MM/DD/YY):
DATE ORDERED TO BEGIN (MM/DD/YY):
- XVI. For Emergency Renovations**
DATE AND HOUR OF EMERGENCY (MM/DD/YY):
DESCRIPTION OF THE SUDDEN, UNEXPECTED EVENT:
EXPLANATION OF HOW THE EVENT CAUSED UNSAFE CONDITIONS OR WOULD CAUSE EQUIPMENT DAMAGE OR AN UNREASONABLE FINANCIAL; BURDEN:
- XVII. Description of procedures to be followed in the event that unexpected asbestos is found or previously nonfriable asbestos material becomes crumbled, pulverized or reduced to powder:** All asbestos will be abated before demolition is started by Healthy Homes environmental services from Idaho Falls. They will set up all necessary containment systems.

Figure 3
STATE OF WYOMING
NOTIFICATION OF DEMOLITION AND RENOVATION

XVIII. I certify that an individual trained in the provision of this regulation (40 CFR Part 61, Subpart M) will be on site during the demolition or renovation and evidence that the required training has been accomplished by this person will be available for inspection during normal business hours (required 1 year after promulgation).



Date: 03.17.2026 (Signature of Owner/Operator)

XIX. I certify that the above information is correct.



Date: 03.17.2026 (Signature of Owner/Operator)

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	Planning & Building Department	Presenter:	Paul Anthony
Agenda Item:	Demolition Permit Stay Request for 580 East Hansen Street	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to review and consider a demolition permit application for a residential structure at 580 E. Hansen Avenue built in 1966 pursuant to Jackson Municipal Code. The Teton County Historic Preservation Board has determined the structure to be historically significant and has recommended a 90-day stay on issuance of the demolition permit. Council is being asked to determine the length of the stay, which must be between 0 and 100 days under the Municipal Code.

Recommendations.

The Teton County Historic Preservation Board ("TCHPB") recommends a 90-day stay on the issuance of the demolition permit to allow for public comment and for the Applicant, the TCHPB, and other interested parties to explore alternatives to demolition.

Background.

On April 8, 2026, Michael Adams, Ponderosa Builders ("Applicant"), representing landowner 580 Hansen LLC (applied for a demolition permit to remove the residential structure at the property 580 E. Hansen Avenue (map and photos of the structures are provided below).

Aerial Map



The application was received by the Planning and Building Department and forwarded to the Teton County Historic Preservation Board for review in accordance with Municipal Code.

The Applicant has not indicated the intended use of the property following demolition. The demolition permit review process is limited to the question of whether a stay is appropriate and does not evaluate the proposed future use of the site.

Structure Photos



Jackson Municipal Code provides that no building or structure within the Town may be demolished without first obtaining a demolition permit. This requirement is in place in recognition of the fact that buildings, structures, and areas of the Town have special historic or aesthetic interest and providing a stay before demolition is valuable for public comment and so the applicant explores alternatives to demolition.

The process for obtaining a permit is set out in Chapter 15.38 and includes that, upon receiving an application pursuant to the International Building Code, the Planning and Building Department provides the application to the TCHPB, who in turn provides a recommendation to the Town Council within 45 calendar days. The TCHPB determines either:

- 1) The building or structure is not historically significant, is not architecturally significant, and is not more than 50 years old; or
- 2) The building or structure is historically significant, is architecturally significant, or is more than 50 years old.

If the TCHPB determines the latter, it must recommend a stay in the issuance of a demolition permit for a period of *not less* than 60 days and *not more* than 100 days, which begins on the day of TCHPB's recommendation, and is for the purpose:

- i) of public comment; and
- ii) for the applicant and other interested parties to explore alternatives to demolition.

In the event the TCHPB does not make a recommendation to the Town Council within 45 calendar days from its receipt of the demolition application, the TCHPB will be deemed to concur with demolition, and the application shall proceed through the regular permitting process.

Analysis & Key Policy Questions.

For this project, the TCHPB met on April 14, 2026, and determined the residential structure to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register because the building is greater than 50 years old and contributes to the ranch style of buildings popular in the 1960s and to the development of east Jackson.

Because the proposed structure is over 50 years old, the demolition ordinance requires that the TCHPB recommend a stay of between 60-100 days. This is true even if the TCHPB finds that the structure has no significant historic or architectural value. In such cases, the TCHPB would likely recommend a stay of 60 days at the lower end of the stay period. However, if the TCHPB also finds that the structure has significant historic or architectural value, then it would likely use that determination to recommend a stay at the higher end of the stay period (i.e., approximately 100 days).

In evaluating the historic significance of a structure, the TCHPB – and Council – uses the criteria in LDR Sec. 5.9.4 for considering designating structures on the Jackson Historic Register and reviewing structures proposed for demolition. The LDR historic designation criteria closely follow federal National Register historic preservation standards.

Below are the historic preservation criteria found in LDR Sec. 5.9.4:

A. Age. Individual properties shall be at least 50 years old. However, a property may be exempted from the age standard if Council finds it to be exceptionally important.

B. Historic Significance. Properties shall be found to have historic significance in these categories in order to be considered for designation:

1. Association with events that have made a significant contribution to history;
2. Connection with persons significant in history;
3. Distinctive characteristics of a type, period, method of construction, or artisan;
4. Geographic importance; and/or
5. Possibility to yield important information related to prehistory of history.

C. Integrity. In addition to having historic significance as outlined above, a property must be found to retain sufficient integrity. All properties shall be evaluated for their physical integrity by using the National Register bulletins to evaluate the following criteria:

1. Location;
2. Design;
3. Setting;
4. Materials;
5. Workmanship;
6. Feeling;
7. Association.

It is critical to note that, unlike the TCHPB, the Council is not required to limit its decision to the same 60-100 day stay window for structures over 50 years. Instead, the Council can approve a stay of between 1 – 100 days, or no stay at all.

The attached demolition permit application has a full summary of the request, background materials, and photos.

Key Policy Question.

Does the Council support the TCHPB's recommended 90-day stay on the issuance of demolition permit?

- ✓ Pros: A 90-day stay provides adequate time for public comment and meaningful exploration of alternatives to demolition for a structure the TCHPB has determined to be historically significant. Any stay would offer an opportunity to gather additional information about the structure.
- ✓ Cons: A 90-day stay will delay the Applicant's demolition timeline. A stay ending July 13, 2026, falls in the middle of the construction season, which may affect the Applicant's planning for the site.

Possible Alternatives.

Alternative 1: The Council may impose a stay of one to 100 days.

- A 90-day stay beginning April 14, 2026, ends on July 13, 2026.

Alternative 2: The Council may elect not to impose a stay.

Comprehensive Plan & Priority Alignment.

The Comprehensive Plan addresses historic preservation under Chapter 4 – Community Character, with the following policies:

- Policy 4.5a: Identify and preserve historically significant structures and sites;
- Policy 4.5.b: Support the Historic Preservation Board; and
- Policy 4.5.c: Enhance historic preservation education, outreach, and awareness.

Fiscal Impact.

There is no fiscal impact to the Town of this item.

Staff Impact.

The impact of the demolition permit process falls in the Planning & Building Department. This application required approximately 10 hours of staff time from the Department.

Attachments or Links.

1. Demolition permit application
2. Recommendation from TCHPB (email)

Suggested Motion

I move to **approve** a stay of **[0 – 100 DAYS]**, beginning April 14, 2026, for the demolition of the structure at 580 E. Hansen Avenue (DEM26-0007) as presented in this staff report.

Teton County Historic Preservation Board

April 14, 2026 Demolition Permit Review and Recommendations

DEM26-0007 (Residence)

The resources identified in DEM26-0008 and located at 580 E. Hansen are not found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register.

Town of Jackson, Wyoming-Key Designation Criteria (Sec. 5.9.4):
Properties must meet specific criteria for significance, which include:

- A. Age: Typically, properties must be at least 50 years old.
- B. Historical Significance: Properties must demonstrate one or more of the following:
 - Association with events that have made a significant contribution to history
 - Connection with persons significant in history
 - Distinctive characteristics of a type, period, method of construction, or artisan
 - Geographic importance
 - Potential to yield important information related to prehistory or history
- C. Integrity: The property must retain sufficient integrity (location, design, setting, materials, workmanship, feeling, and association).

Turn Stone Research

TCHPB DEMOLITION PERMIT REVIEW FORM

Permit #: DEM26-0002, 0003, 0004, 0005, 0006

Address: 335-325 Redmond Street & 590 E. Hansen Avenue

Year Built: c.1955, c.1962, c.1977

Building(s) to be Demolished:

Overview of lot: 335-325 Redmond Street & 590 E. Hansen Avenue

The property comprises Lots 1 & 2 on Block 6 of the Hall Addition. A cluster of five buildings occupy the structure, both residential and non-residential. All of the buildings are proposed to be demolished. The double-lot is largely grassed, with mature trees lining E. Hansen and Redmond Streets. The buildings were constructed at different times, starting around 1952.

The materials of all three residences (Structure A, Structure C, and Structure D) appear to have had few changes. They retain integrity of all seven aspects when evaluated together. See "Property Notes" for a discussion about context and the integrity of the lot.

1.) DEM-26-0002: 335 Redmond Street: Residence (c. 1962) "Structure A"

Structure A is a 1-story 864sqft residence built in 1962. It was the second residence to be built on the property, at the southeast rear corner of Lot 2. It overlaps onto Lot 1. It is accessed by a carport off Redmond Street, and also from the rear alleyway. It retains the most integrity of the buildings on the property, with all seven aspects.

The build date of 1962 makes the building 50 years old, and found to be historically significant. It contributes to the ranch style of buildings popular in the 1960s, and to the development of east Jackson.

2.) DEM26-0003: 325 Redmond Street: Garage (c. 1955, altered c.1962) "Structure B"

Structure B is a small 1-story garage, associated with Structure C. Structure B is located on the east half of Lot 1. It appears to have been constructed at the same time as Structure C in 1955. It appears to have been enlarged at some point in the 1960s. There were some modifications to window and door openings.

Structure B is over 50 years old, and meets the age requirement for historic significance. Accessory buildings generally are not evaluated for significance due to their ephemeral nature, unless there is a strong relation to the main structure. Structure B was found to be historically significant due to its association with Structure C.

3.) DEM26-0004: 325 Redmond Street: Residence (c. 1955) "Structure C"

Structure C is a 1-story 527sqft residence built in 1955. Structure C is located on the north half of Lot 1. It was the first residence, and building, to be built on the property.

It is oriented toward Redmond Street, with access via the garage which is listed as Structure B. It has had some modifications with replacement windows, and potentially siding.

The build date of 1955 makes the building 50 years old, and found to be historically significant. It contributes to the vernacular style of buildings popular in Jackson in the 1950s, and to the development of east Jackson.

4.) DEM26-0005: 590 E. Hansen Avenue: Residence (c.1972) “Structure D”

Structure D is a small 1-story 868sqft mobile home, and the third residence to be added to the property. Structure D is located on the west half of Lot 2. It appears on the aerial views in 1977, and likely dates to 1972. This is the only structure accessed by E. Hansen Avenue, with parallel streetside parking.

The build date is likely 50 years old, which meets the age requirement for historic significance. However, the location and context for a mobile home is missing. Structure D was not found to be historically significant.

5.) DEM-26-0006: 335 Redmond Street: Garage (c.1977) “Structure E”

Structure E is a 1-story garage associated with Structure A. Structure E appears in its current form in the southwest corner of Lot 2 on the 1977 aerial. It is accessed by the rear alleyway. It retains the least integrity of the buildings on the property, with multiple replacement materials and no discernible architectural value or connection to the other buildings.

Structure E is likely 50 years old, and meets the age requirement for historic significance. However, accessory buildings generally are not evaluated for significance due to their ephemeral nature, unless there is a strong relation to the main structure. Structure E was not found to be historically significant.

Property Notes: Lots 1 & 2, Block 6, Hall Addition.

The evolution of this property as a multi-building and multi-residential lot is one of the emerging patterns of development in Jackson. The 50-year mark has been recently met, which unfortunately does not allow enough time for a proper context to be formed. This consideration is important as Jackson loses more of its 20th century architecture. Separately, these buildings do not retain a high enough degree of integrity to be historically significant. Together they represent the emergence of the complex housing crisis faced today. As a whole, the lot was found to be historically significant.

According to an interview with [John M. Ryan](#), the antler arch was constructed by him and his wife [Marjorie](#) on a whim, about the time they constructed the house. The first arch on the Town Square was built in 1953. Both John and Marjorie are significant members of Jackson’s history. They built the house in 1955, and retained ownership through Marjorie’s death in 2018. Since 2018 “Record Keeping Account” has owned the property.

Turn Stone Research

TCHPB DEMOLITION PERMIT REVIEW FORM

Permit #: DEM26-0007, 0008

Address: 580 E. Hansen Avenue

Year Built: c.1966, c.1978-1983

Building(s) to be Demolished:

Overview of lot: 580 E. Hansen Avenue

The property comprises Lots 3 & 4 on Block 6 of the Hall Addition. Two buildings occupy the structure, one residential and one shed. Both buildings are proposed to be demolished. The residence is oriented toward E. Hansen Avenue. The double-lot is largely grassed, with mature trees lining E. Hansen and the rear alleyway.

1.) DEM26-0007: Residence (c. 1966)

The building is a 1-story 1,160sqft residence built in 1966. It was the second residence to be built on the property, at the southeast rear corner of Lot 2. It overlaps onto Lot 1. It is accessed by a large, paved driveway on E. Hansen. It retains integrity of location, design, materials, workmanship, feeling and association. Setting has been impacted by adjacent demolition and development.

The building is more than 50 years old, and found to be historically significant. It contributes to the ranch style of buildings popular in the 1960s, and to the development of east Jackson.

2.) DEM26-0008: Shed (c.1978-1983)

The building is a small 450sqft shed, located on the southwest rear corner of the property. It is accessed by the rear alleyway. It appears to have been built between 1978 and 1983. It retains original materials.

Accessory buildings generally are not evaluated for significance due to their ephemeral nature, unless there is a strong relation to the main structure. The shed at 580 E. Hansen Avenue was not found to be historically significant for this reason and for being less than 50 years old.

Property Notes: Lots 3 & 4, Block 6, Hall Addition.

1947-1957: Helen Burnett (foreclosed)

1957-2018: Bruce Petersen

2018-Present: Pearsall/Jannotta Family Trust/E. Hansen LLC

Bruce Petersen is the grandson of Frank and Rena Petersen, who homesteaded on the Elk Refuge. The Petersen family kept their homestead until 1939 when they moved into town.



DEMOLITION PERMIT APPLICATION
Planning & Building Department
Building Division

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

For Office Use Only

Permit No.	Permit Fee:	Date Received:	Date Due:
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APPLICABILITY. The purpose of the Demolition Permit is to review and permit demolition of structures and utilities in accordance with Town of Jackson Municipal Code Section 15.38. Submit completed application package to townbuilding@jacksonwy.gov

When is a Demolition Permit Required?

Demolition includes the act of demolishing or removing (including removals without destruction of the component elements of the structure):

- Fifty percent or more of the exterior walls of a building as measured continuously around the building coverage; or
- Fifty percent or more of the roof area as measured in plan view (defined as the view of a building from directly above which reveals the outer perimeter of building roof areas to be measured across a horizontal plane); or
- Any exterior wall facing a public street or right of way.

PROJECT INFORMATION.

Physical Address: 580 E Hansen Ave, Jackson WY 83001

PIDN: 22-41-16-34-1-24-002 Original Year Built: 1966

Please answer the following questions to the best of your ability if unknown please write UNKNOWN.

Years and Description of any Additions: NA

Years and Description of any Remodels: NA

Years and Description of any other Demolitions: NA

PROJECT DESCRIPTION. Describe the precise nature of the proposed activity.

Complete removal of existing residence. Disconnect utilities.

APPLICANT/AGENT. This is the responsible party for the permit, bonding, inspections, and execution of the work.

Name: Ponderosa Builders (Michael Adams) Phone: 714-514-7992

Mailing Address: 2803 Iron Wood Dr, Driggs, ID ZIP: 83422

E-mail: michael@ponderosabuilders.com

**If applicant is other than owner, a notarized Town of Jackson Letter of Authorization must accompany this application. Only the Owner or their authorized agent may sign the application.*

PROPERTY OWNER. If other than APPLICANT

Property Owner: 580 EAST HANSEN LLC & 570 EAST HANSEN LLC (Javier Heuser) Phone: 646-761-8890

Mailing Address: 1110 Brickell Ave, Suite 603, Miami FL ZIP: 33131

E-mail: javier@duncanheuser.com

CONTRACTOR.

Name: Ponderosa Builders (Michael Adams) Phone: 714-514-7992

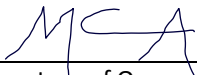
E-mail: michael@ponderosabuilders.com License: RCE-58245

NOTICES. <i>The following information should be considered with any demolition permit application.</i>	
A bond for the cost to abandon the water and sewer services as determined by Town Engineering is due at permit issuance.	
An Encroachment (Public Right-of-Way Permit) must be submitted prior to any work within the right-of-way.	
All work to be completed in accordance with the IBC Section 3303.	
All public and commercial / multifamily facilities must be inspected by a trained professional for the presence of asbestos prior to demolition. For more information contact Linda Dewitt the Asbestos Coordinator with the Wyoming DEQ Air Quality Division 307-777-7394.	
A notification of Demolition form is required to be sent to Asbestos.notice@wyo.gov 10-working days before the start of any demolition whether asbestos is present or not.	
Performing demolition work without a permit may result in higher permit fees, fines, and/or loss of business license.	
After Issuance permit is valid for 180 days.	
Permit Fee of \$259.00 is due at time of permit issuance.	
A 48-hour advanced notice is required to deliver demolition material to the County transfer station. Please call 307-733-7172.	
DEMOLITION PERMIT SUBMITTAL REQUIREMENTS. <i>In order to be considered complete the following elements must be supplied with this application (Please contact the Engineering Division at 733-3079 with any questions regarding this permit):</i>	
APPLICANT INITIALS	Application shall include the following items or acknowledgments:
	Notarized Town of Jackson Letter off Authorization, if applicant is other than the owner.
	Copy or receipt of written notification to the Wyoming DEQ Asbestos program. <i>See attached form for submittal to DEQ.</i>
	Demolition Plans showing: • Extent of the demolition work • Existing utilities to be abandoned and patching in the right-of way. • Finished Conditions Plan or Statement: the vacant lot shall be backfilled and maintained to the existing grade or without slopes steeper than 2:1. • Construction access point and access stabilization methods • Equipment parking areas • Location of construction and silt fencing
	Photographs of existing exterior conditions: • elevation photos (front, back, sides) of each building or structure intended for removal. If multiple structures or features are proposed for demolition, overall site photographs should be provided for context.

APPLICANT'S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

Under penalty of perjury I hereby certify that I have read this application and state that, to the best of my knowledge, all of the information herein is true and correct and I swear that any information which may be hereafter given by me in hearing before the Planning Commission of Town of Jackson or the Town Council of the Town of Jackson shall be truthful and correct. I agree to comply with all Town, State, and Federal laws relating to the subject matter of this application and hereby authorize representatives of the Town of Jackson to enter the property described herein during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering the property.

In signing this application, I acknowledge that the Town's acceptance of this application does not constitute approval of a permit. I agree not to commence any work for which this application is being made prior to approval of this application by the appropriate Town agencies and payment of any fees due.

 Signature of Owner or Authorized Applicant/Agent Michael Adams Name Printed	April 8, 2026 Date Contractor 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: February 11, 2026

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

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 : 580 EAST HANSEN LLC & 570 EAST HANSEN LLC

Being duly sworn, deposes and says that Javier Heuser ^{manager} is the ~~owner~~ in fee of the premises located at:
Name of property owner as listed on deed
Address of Premises: 570 & 580 E Hansen Ave, Jackson WY 83001

Legal Description: Lots 3, 4, & 5, Block 6, Hall 1

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Ponderosa Builders (Michael Adams)

Mailing address of Applicant/agent: 2803 Iron Wood Dr, Driggs, ID 83422

Email address of Applicant/agent: michael@ponderosabuilders.com

Phone Number of Applicant/agent: 714-514-7992

Is authorized to act as property owner's agent 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) _____

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.

Property Owner Signature

Javier Heuser (MANAGER)

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

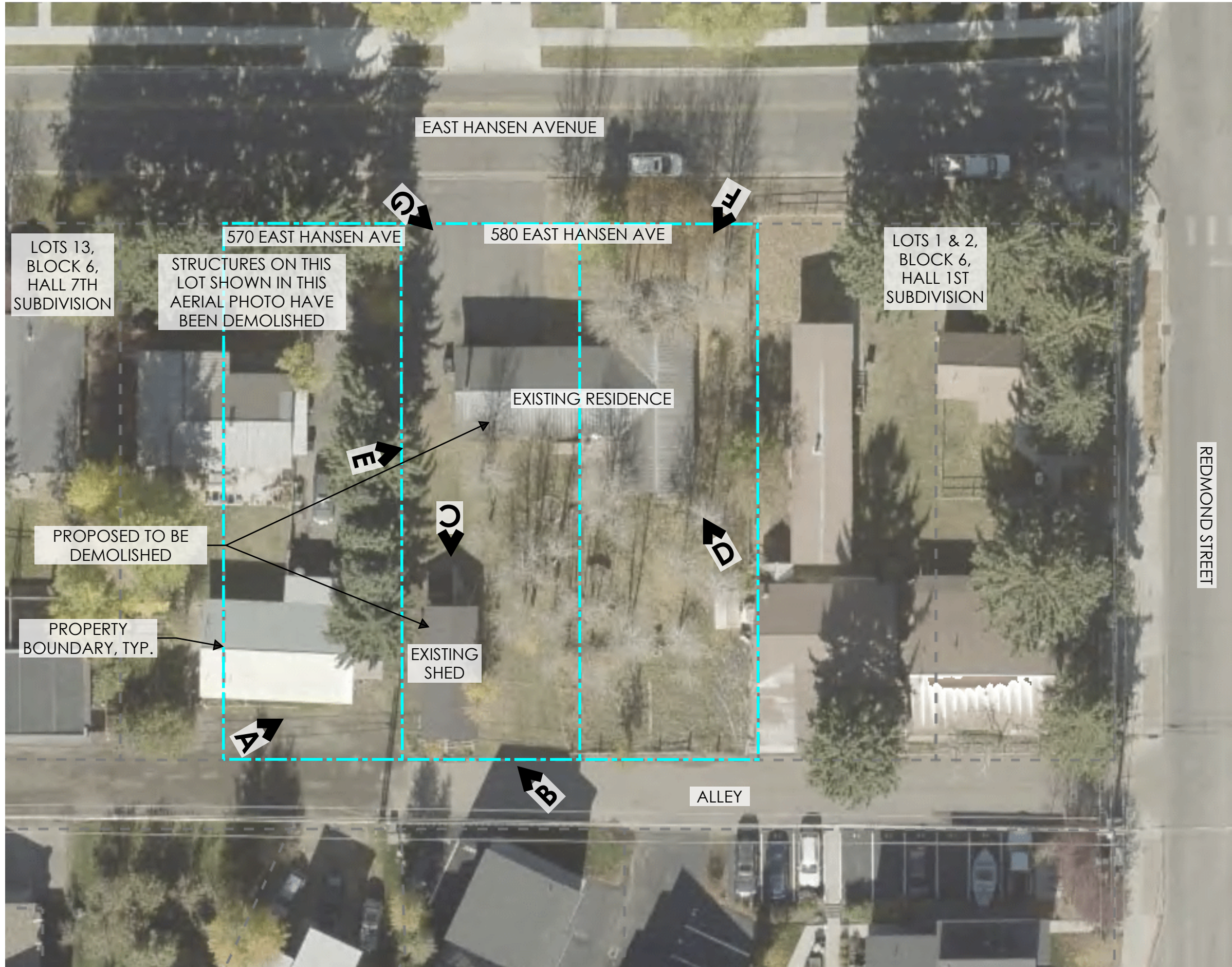
STATE OF IDAHO)
) SS.
COUNTY OF TETON)



The foregoing instrument was acknowledged before me by JAVIER HEUSER this 13th day of FEBRUARY. WITNESS my hand and official seal.

MCA MICHAEL ADAMS
Notary Public

My commission expires: 4/13/2027



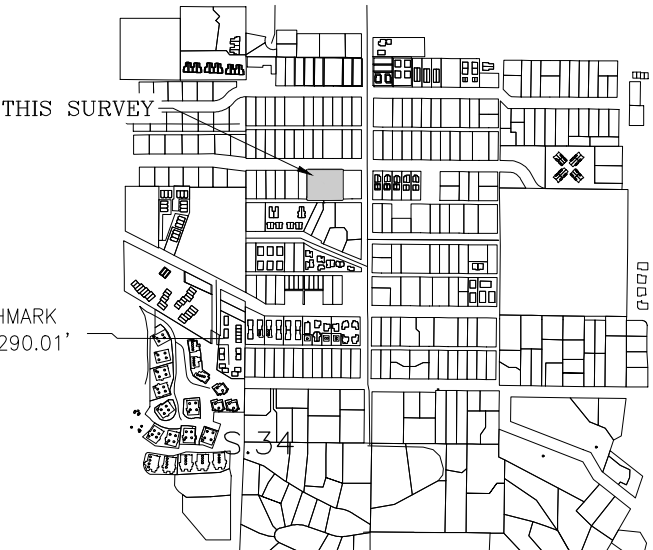
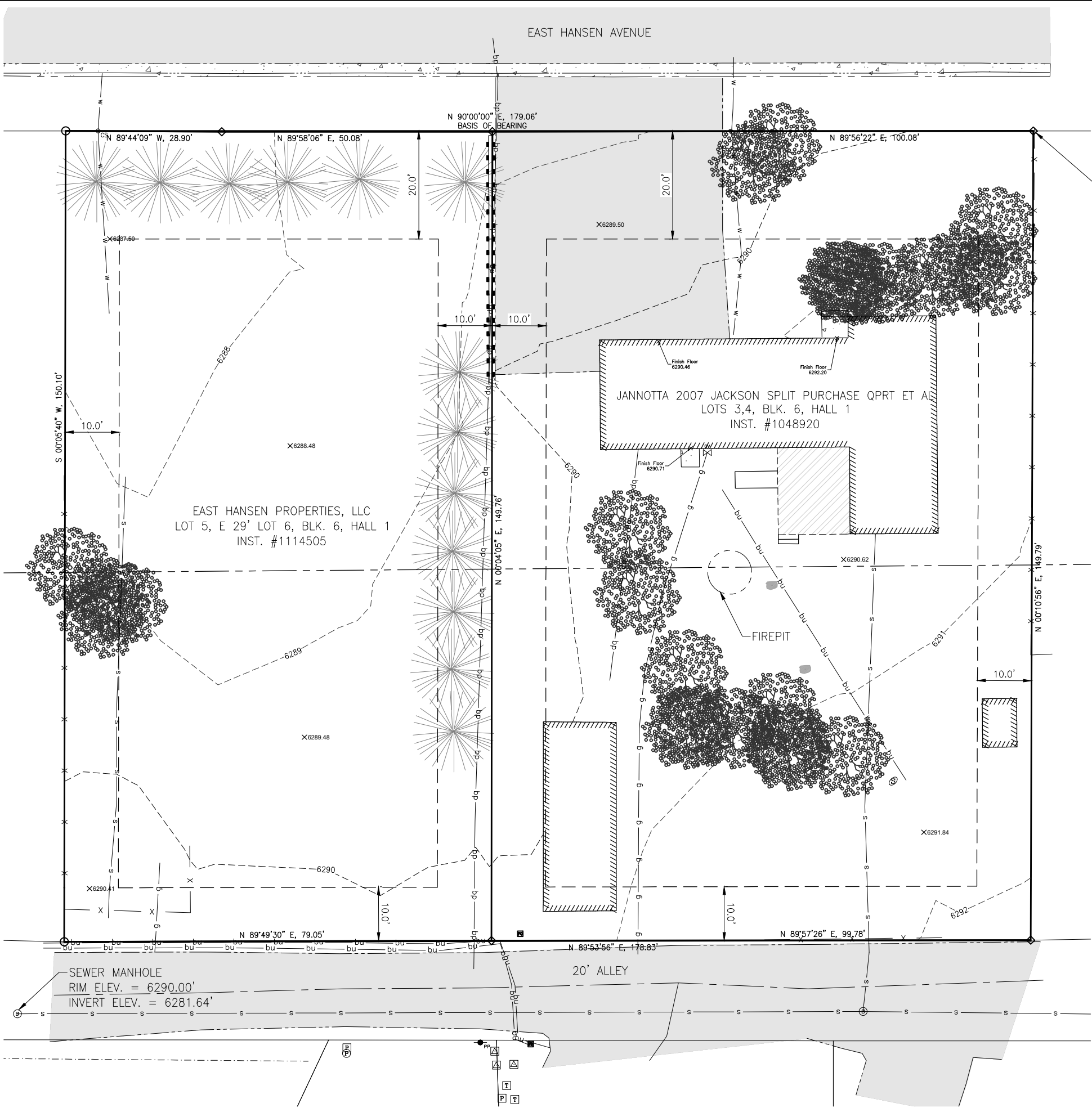
NOTES:

1. Property boundaries and 2024 aerial photography is from Teton County GIS.

2. * Symbol represents the direction and viewpoint of the photos taken and shown on the following page.



LAYOUT: 25x34.DWG To PDF: pc3 - PRINTER: PC3.DWG To PDF: pc3 - PAGE: SETUP: 11x17.PDF - PUBLISH: - DWG: VER: 25.0 - PLotted BY: Zach Dickerson
DWG NAME: S:\Proj\25x34.DWG - SURV: S:\Proj\25x34.DWG - DATE/TIME: 4/28/2023 11:37:46 AM



PROJECT BENCHMARK
ELEVATION = 6290.01'

NOTE:

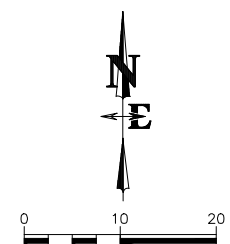
THE SITE SURVEY REPRESENTED ON THIS MAP SHOW
CONDITIONS DETERMINED BY A FIELD SURVEY MADE
ON MARCH 5, 2026. AND MAY NOT REFLECT
CHANGES MADE SUBSEQUENT TO THAT DATE.

THE MAP WAS PREPARED WITHOUT BENEFIT OF
TITLE REPORT AND IS SUBJECT TO ANY OTHER
EASEMENTS, RESTRICTIONS, RESERVATIONS,
RIGHTS-OF-WAY, AND CONDITIONS OF SIGHT
AND/OR OF RECORD INCLUDING, BUT NOT
LIMITED, TO THOSE SHOWN HEREON;

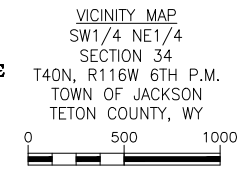
PRIMARY BUILDING SETBACKS PER TOJ NL-4
ZONE
20' PRIMARY STREET
10' SIDE
10' SECONDARY STREET

SITE DEVELOPMENT SETBACKS AND BUILDING
SETBACKS SHALL BE VERIFIED WITH THE
PLANNING DEPARTMENT IN THE AUTHORITY
HAVING JURISDICTION PRIOR TO PLANNING ANY
DEVELOPMENT. IT IS ALSO TO BE UNDERSTOOD
THAT OTHER APPLICABLE CODES, RESTRICTIONS,
COVENANTS AND REGULATIONS APPLICABLE TO
DEVELOPMENT AND USE SHOULD BE
DETERMINED PRIOR TO PLANNING ANY
DEVELOPMENT AS THESE ARE NOT SHOWN ON
THIS MAPPING

UNDERGROUND UTILITY LOCATES PROVIDED BY
NU LOCATES ON MARCH 12, 2026



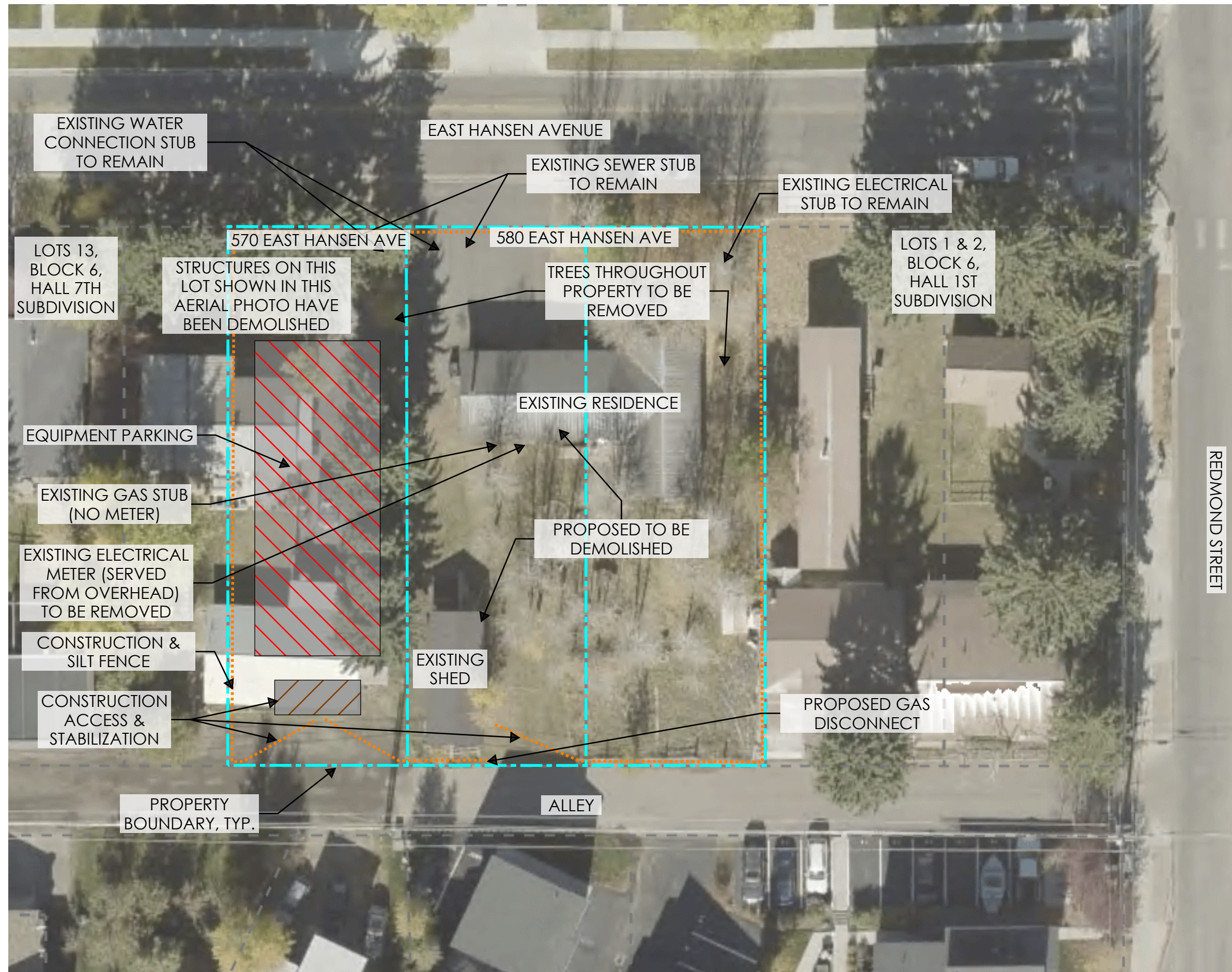
VERTICAL DATUM BASED ON NAVD88 (GEOID12B),
BENCHMARK NE PROPERTY CORNER ELEV = 6290.01'
DERIVED FROM NETWORK GPS OBSERVATIONS.



LEGEND	
	PROPERTY LINE
	ADJACENT BOUNDARY LINE
	SETBACK LINE
	BUILDING
	BACK OF CURB
	CENTERLINE OF ROAD
	FLOWLINE OF CURB
	FENCE LINE
	RETAINING WALL
	STEPS
	UNDERGROUND POWER
	UNDERGROUND COMMUNICATIONS
	UNDERGROUND GAS
	UNDERGROUND SEWER
	UNDERGROUND WATER
	BOULDER
	CURB STOP
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	ELECTRIC VAULT
	FOUND REBAR
	FOUND REBAR AND CAP
	FIBER OPTIC PEDESTAL
	GAS VALVE
	POWER POLE
	POWER VAULT
	SATELLITE DISH
	SEWER MANHOLE
	TELEPHONE PEDESTAL
	ASPEN TREE
	PINE TREE
	PAVEMENT
	DECK
	CONCRETE

JOB TITLE		DRAWING NO	
570 & 580 EAST HANSEN LOTS 3-5 AND EAST 29' OF LOT 6 JACKSON, WYOMING		1	
EXISTING SITE PLAN		26-011-02	
DATE		3/6/2025	
SURVEYED		ZD/SG	
ENGINEERED		ZD	
DRAWN		LR	
CHECKED		LR	
APPROVED		LR	
REV.		733-2087	

**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087



NOTES:

1. Property boundaries and 2024 aerial photography is from Teton County GIS.
2. The finished condition of the vacant lot after demo will be backfilled and maintain the existing grade without slopes steeper than 2:1.

March 4, 2026

AP/26-011-03

580 East Hansen LLC
ATTN: Javier Heuser

**Main Residence and Shed Demolition, 580 East Hansen Avenue, Lots 3 and 4, Block 6
Hall 1 Subdivision, Jackson, Wyoming**

Javier:

An asbestos inspection was completed on the main residence and shed/outbuilding at the above referenced address on February 26, 2026. Full demolition of the residence and shed are planned. At the time of the inspection, both structures were unoccupied and awaiting demolition. Renovations have occurred on the structures, which in some cases have covered older building materials. The older building materials which may contain asbestos, may have been covered by subfloors, insulation and other building materials. Identifying, sampling, and determining actual extents of these older materials is difficult and creates a health hazard for the inspector and occupants of the structure. Materials identified during renovation/demolition activities that are not addressed in this report shall be considered asbestos containing materials (ACM) until sampled and analyzed by an accredited laboratory.

According to Teton County GIS, the 1,160 square feet residence with 400 square feet attached garage and no basement was originally constructed in 1966. Walls and ceilings were drywall wall system. The flooring consisted of newer vinyl/laminate flooring in the laundry room, kitchen, and bathroom and carpet throughout the rest of the residence. Underlying carpet was original hardwood flooring. Older sheet vinyl flooring was observed underlying the vinyl and plywood subfloor in the kitchen and bathroom. Tile and mortar composed the backsplash of the kitchen and the bathtub surround. Identified insulation was fiberglass in the walls and ceilings. The exterior contained wood siding with fiberboard sheathing underneath and metal roofing with felt underlay.

According to historic aerial photography, the shed/outbuilding at the southwest corner of the property appears to have been constructed in the 1970s. The approximately 450 square feet structure has been left under renovation. Drywall walls and ceiling are in the south room and drywall ceiling is on the north room. The middle room has exposed wood studs for the walls and ceiling. Flooring consists of residual carpet and vinyl sheet flooring and original hardwood flooring. The middle room has exposed particle board flooring overlying older vinyl sheet flooring. Identified insulation includes fiberglass batt insulation in the stud bays of the north and middle rooms and loose fill vermiculite insulation in the ceiling of the south room, in the roof overhang bays, and partially within the ceiling of the north room. The exterior contained wood siding. Fiberboard sheathing was observed underneath siding on the north and middle rooms. Roofing was metal with underlying felt and older asphalt shingles.

The accessible areas of the structures were visually inspected to identify suspect ACM. All accessible surfaces and structures within these areas were examined and the suspected ACM was touched to determine friability. Nineteen suspect asbestos containing materials (ACM) constituting forty-four samples were identified, sampled, and analyzed using polarized light microscopy (PLM) and visual estimation. Additional point counting using PLM analysis was performed on select samples when initial PLM and visual estimation analysis revealed asbestos content of less than 5 percent to further quantify asbestos content. Point count analysis was performed on 580-WS-2, 580-WS-4, 580-WS-6, 580-WS-7, 580-WS-8, 580-WS-9, 580S-WS-2, 580S-Verm-1, and 580S-Verm-2 to verify asbestos content. Samples were analyzed using EPA Method 600/R-93/116 by Eurofins Reservoirs Environmental, Inc., 4955 Yarrow Street, Suite 100, Arvada, Colorado, 80002. The laboratory is accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP).

Asbestos-Containing Materials

Forty-four samples were collected from the nineteen identified suspect ACM. Laboratory analysis confirmed the presence of asbestos in the following materials; detailed laboratory analysis results are included with this letter:

ASBESTOS CONTAINING MATERIALS IN MAIN RESIDENCE, 580 EAST HANSEN AVENUE, JACKSON, WYOMING							
Description	Sample	Location	% Asbestos	Material	Friable/ Non-Friable	Condition	Quantity
Joint compound of drywall system	580-WS-1 580-WS-3 580-WS-5 580-WS-7 580-WS-10	Joint compound within drywall walls and ceilings of residence	2-3.25% Chrysotile, 0.21-0.48% Chrysotile Composite with Wall System	Miscellaneous	Will become friable during demolition	Good	~1500 sf*
Skim coat across the drywall walls and ceiling	580-WS-2 580-WS-4 580-WS-6 580-WS-8 580-WS-9	Skim coat on all drywall walls and ceiling	0.25-1.25% Chrysotile	Surfacing	Will become friable during demolition	Good	~2000 sf*
Older vinyl sheet flooring covered by subfloor	580-VF-5 580-VF-6	Vinyl sheet flooring underlying exposed vinyl flooring and subfloor in kitchen and bathroom	18% Chrysotile	Miscellaneous	Category II Non-Friable	Good	

ASBESTOS CONTAINING MATERIALS IN SHED/OUTBUILDING, 580 EAST HANSEN AVENUE, JACKSON, WYOMING							
Description	Sample	Location	% Asbestos	Material	Friable/ Non-Friable	Condition	Quantity
Joint compound of drywall system	580S-WS-1 580S-WS-2	Joint compound within <u>drywall ceiling only</u> of south room	2.25% Chrysotile, 0.24% Chrysotile Composite with Wall System	Miscellaneous	Will become friable during demolition	Good	~1500 sf* **
Black tar roofing underlay	580S-RU-1 580S-RU-2	Black tar layered with older asphalt roofing and felt on roof of shed	8% Chrysotile	Miscellaneous	Non-friable	Good	~2000 sf*
Vermiculite loose fill insulation	580S-Verm-1 580S-Verm-2	Vermiculite insulation in attic of south room, roof eaves, and partially within north room	<0.25% Tremolite/Actinolite	Miscellaneous	Friable	Good	

* Asbestos quantities are approximate and should be verified by the contractor.

Non-Asbestos Containing Materials

Homogenous areas of suspect ACM are identified as non-ACM if the laboratory analysis shows the material to contain no asbestos detected. The laboratory results conclude that the following homogenous areas are non-ACM:

NON-ASBESTOS CONTAINING MATERIALS IN MAIN RESIDENCE 580 EAST HANSEN AVENUE, JACKSON, WYOMING			
Description	Sample	Location	% Asbestos
Exposed vinyl/laminate flooring	580-VF-1 580-VF-2	Exposed flooring in the kitchen and laundry room	None Detected
Exposed vinyl tiles	580-VF-3 580-VF-4	Exposed vinyl flooring in the bathroom	None Detected
Ceramic tile and mortar	580-TM-1 580-TM-2	Tile and mortar in kitchen backsplash	None Detected
Ceramic tile and mortar	580-TM-3 580-TM-4	Tile and mortar in bathtub surround	None Detected
Fiberboard siding underlay	580-SFU-1 580-SFU-2	Fiberboard underlying siding	None Detected
Felt underlay	580-HFU-1	Felt underlying subfloor	None Detected
Concrete	580-C-1 580-C-2	Concrete slab and stem walls	None Detected
Felt underlay	580-RU-1 580-RU-2	Felt underlying metal roofing	None Detected

NON-ASBESTOS CONTAINING MATERIALS IN SHED/OUTBUILDING 580 EAST HANSEN AVENUE, JACKSON, WYOMING			
Description	Sample	Location	% Asbestos
Drywall joint compound on non-painted walls/ceiling	580S-WS-3 580S-WS-4 580S-WS-5	Drywall joint compound on walls of south wall and ceiling of north room	None Detected
Sheet vinyl flooring	580S-VF-1 580S-VF-2	Vinyl sheet flooring in south room	None Detected
Sheet vinyl flooring	580S-VF-3 580S-VF-4	Vinyl sheet flooring underlying particle board floor in middle room	None Detected
Fiberboard siding underlay	580S-SFU-1 580S-SFU-2	Fiberboard underlying siding of north and middle rooms	None Detected
Fiberglass batt insulation with paper wrap	580S-FI-1 580S-FI-2	Fiberglass batt insulation with paper wrap in walls of north and middle rooms	None Detected

Suspect Materials Presumed to be Asbestos-Containing Materials without Laboratory Analysis

The on-site material that was identified as suspect of being ACM and any unidentified building materials not described in this report shall be considered Asbestos Containing until tested for confirmation.

Attached with this letter are the laboratory results, location maps showing asbestos sample locations, photograph log, and accreditation certificate of the inspector.

Nelson Engineering is not an authorized asbestos abatement contractor. Nelson Engineering

is only qualified to inspect and identify possible asbestos containing materials. The property at 580 East Hansen Avenue in Jackson, Wyoming, contains a residence and shed/outbuilding and future development plans are for a single-family residence. Asbestos abatement for the property is regulated by OSHA regulations only. OSHA regulations apply to all asbestos abatement activities. OSHA does not regulate asbestos quantities but exposure to workers. Identified materials containing any quantity of asbestos must be properly contained during demolition, site removal, and disposal per OSHA, State and Local Regulations. Locally, Teton County Solid Waste and the trash transfer station will not accept building materials that contain any amount of asbestos, even less than 1 percent.

'OSHA Regulations Part 1926 - Safety and Health Regulations for Construction, Subpart Z – Toxic and Hazardous Substances, Standard 1926.1101 – Asbestos' explains the different classes of asbestos removal work and the qualifications for contractors who perform said work.

According to OSHA Regulations Part 1926:

Class I asbestos work refers to activities involving the removal of TSI and surfacing ACM and PACM.

Class II asbestos work refers to activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III asbestos work refers to repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed.

Class IV asbestos work refers to maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, and III activities.

All surveyed asbestos containing materials classify under Class I and II asbestos work by OSHA.

OSHA Regulations Part 1926, claims:

1926.1101(o)(4)(i)

For Class I and II asbestos work the competent person shall be trained in all aspects of asbestos removal and handling, including: abatement, installation, removal and handling; the contents of this standard; the identification of asbestos; removal procedures, where appropriate; and other practices for reducing the hazard. Such training shall be obtained in a comprehensive course for supervisors that meets the criteria of EPA's Model Accredited Plan (40 CFR part 763, subpart E, Appendix C), such as a course conducted by an EPA approved or state approved training provider, certified by EPA or a state, or a course equivalent in stringency, content, and length.

Please note this asbestos survey and assessment was performed using procedures and a level of diligence typically exercised by professional consultants performing similar services.

However, ACM can be present in the structure, but not identified using ordinary investigative procedures.

No asbestos survey can completely eliminate uncertainty regarding the presence of ACM. Nelson Engineering's level of diligence and investigative procedures are intended to reduce, but not eliminate, potential uncertainty regarding the presence of ACM. The procedures used for this survey attempt to establish a balance between the competing goals of limiting investigative costs, time, and building damage, and reducing the uncertainty about unknown conditions. Therefore, the determinations in this report should not be construed as a guarantee that all ACM present in the subject property has been included in this report.

This report presents Nelson Engineering's professional determinations, which are dependent upon information obtained during performance of consulting services. Nelson Engineering assumes no responsibility for omissions or errors resulting from inaccurate information provided by sources outside of Nelson Engineering.

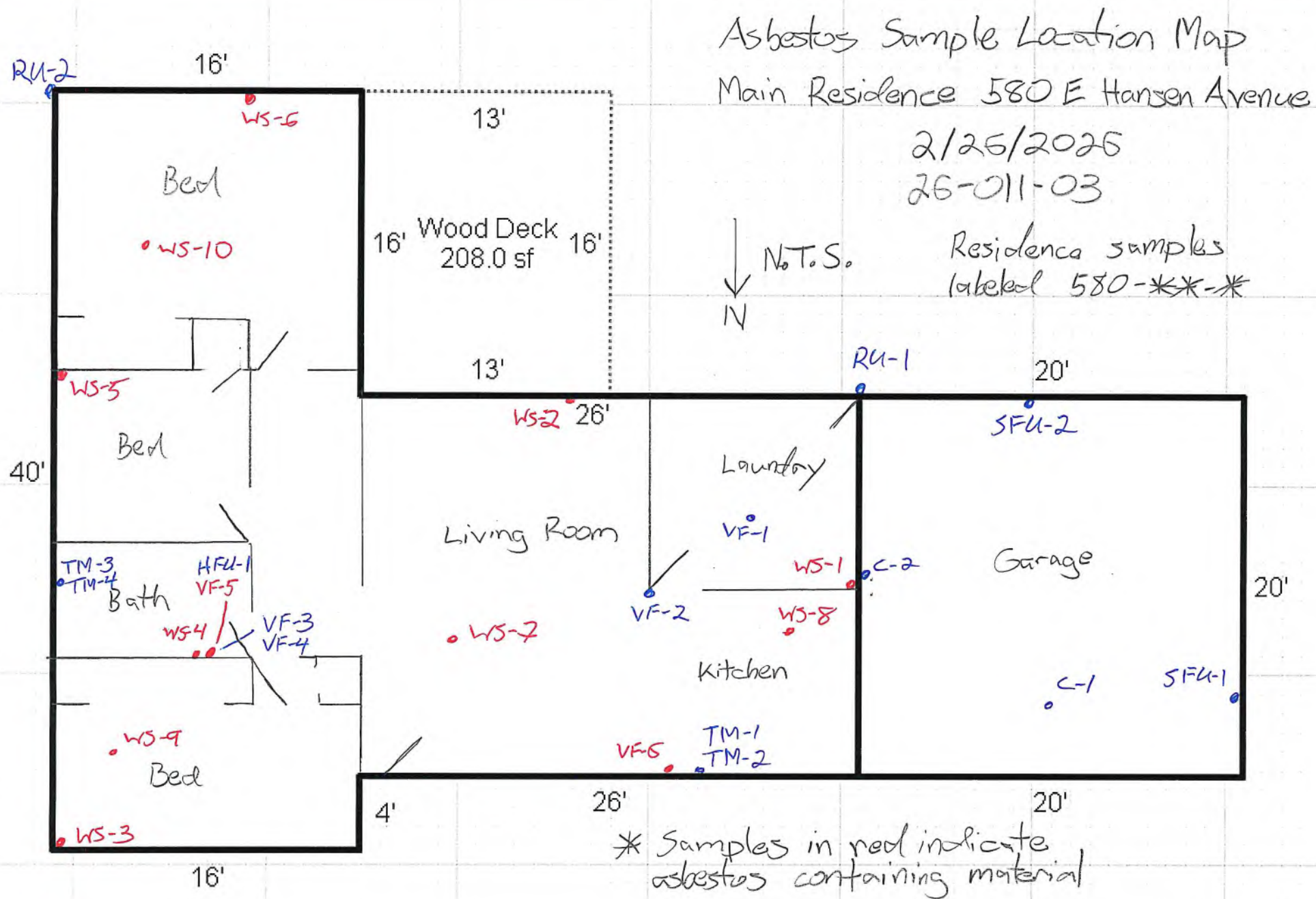
No warranty or guarantee, expressed or implied, is made regarding the findings, conclusions, or recommendations contained in this report. The limitations presented above supersede the requirements or provisions of all other contracts or scopes of work, implied or otherwise, except those stated or acknowledge herein.

Do not hesitate to call, 307-690-8188, should you have any questions or wish to discuss these matters in greater detail.

Sincerely,

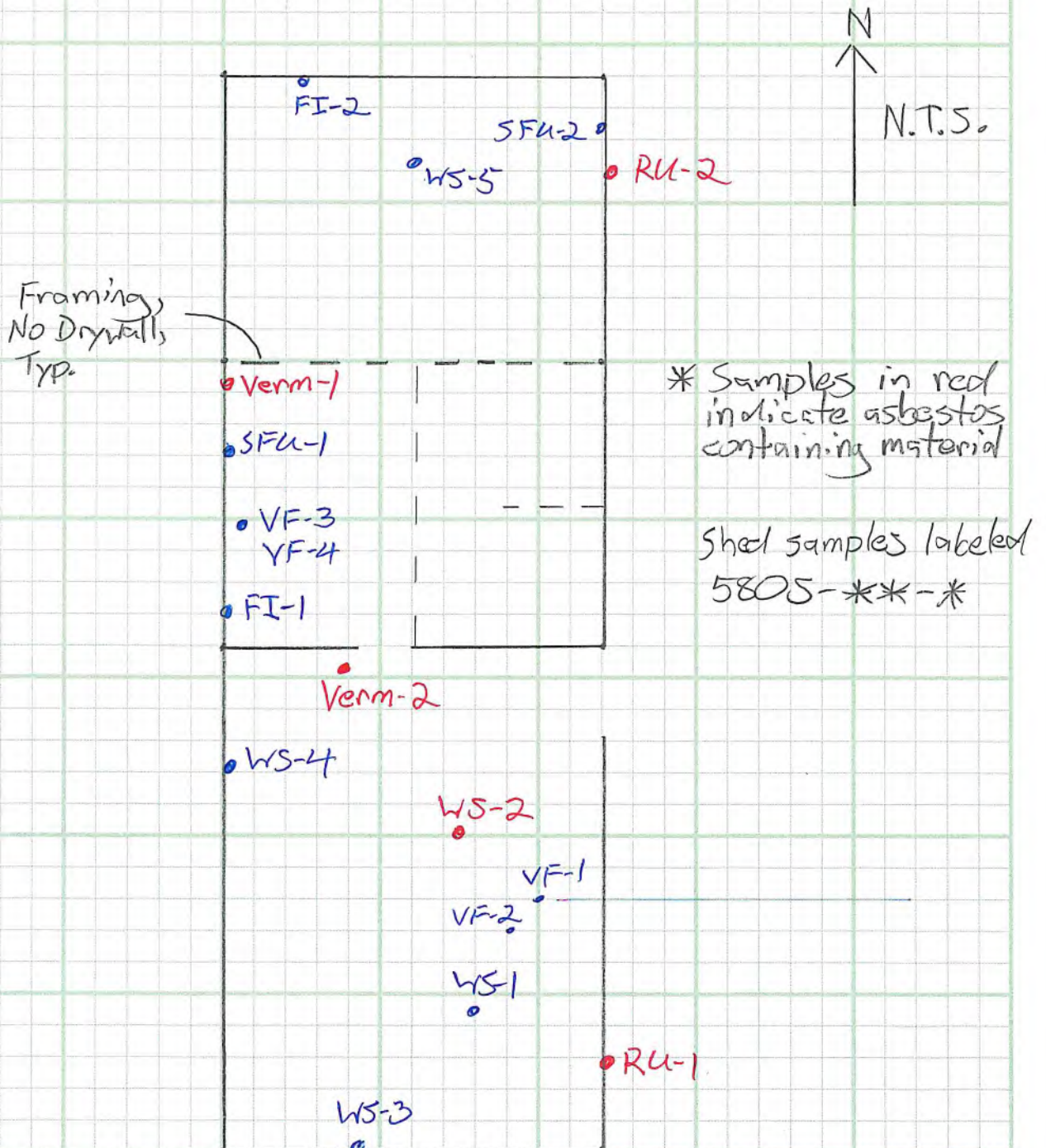


Andrew Pruett
Asbestos Accreditation #25169



Sketch by Apex Med na™

Asbestos Sample Location Map Shed- 580 E Hansen Ave





Built Environment Testing Reservoirs

March 03, 2026

Subcontractor Number:

Laboratory Report: RES 729064-2

Project #/P.O. #: 26-011-03

Project Description: Residence and Shed, 580 E Hansen Ave, Jackson, WY

Andy Pruett
Nelson Engineering (WY)
PO Box 1599
Jackson, WY 83001

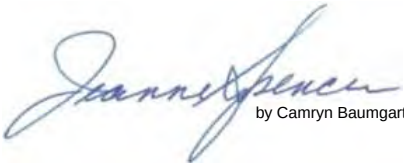
Dear Andy,

Eurofins Reservoirs is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA LAP), Lab ID 101533 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Eurofins Reservoirs has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

RES 729064-2 is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Eurofins Reservoirs will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed, as received and with the information provided by the customer (i.e. sample volumes and areas). This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Eurofins Reservoirs. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,



by Camryn Baumgartner

Jeanne Spencer
President



EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

Job Number: **729064-2**
Client: **Nelson Engineering (WY)**
Client Project/P.O.: **26-011-03**
Client Project Description: **Residence and Shed, 580 E Hansen Ave, Jackson, WY**
Date Samples Received: **February 27, 2026**
Analysis Type: **EPA 600/R-93/116 - Point Count, Bulk (400)**
Turnaround: **Priority**
Date Samples Analyzed: **March 02, 2026**

NA = Not Analyzed
NR = Not Received
ND = None Detected
TR = Trace; <1 % Visual Estimate
Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
729064 - 580-WS-1	A	White/multi-colored paint	4		ND	0	100.0
	B	White tape	8		ND	95	5.0
	C	Off-white joint compound	10	Chrysotile	2	0	98.0
	D	Gray/tan drywall	78		ND	15	85.0
729064 - 580-WS-2				Composite	0.21		
	A	Off-white compound	1	Chrysotile	TR	0	100.0
				Point Count	0.50		
	B	White/multi-colored paint	29		ND	0	100.0
729064 - 580-WS-3	C	Gray/tan drywall	70		ND	30	70.0
				Composite	0.01		
	A	White/multi-colored paint	5		ND	0	100.0
	B	White tape	8		ND	95	5.0
	C	Off-white joint compound	12	Chrysotile	2	0	98.0
	D	Gray/tan drywall	75		ND	15	85.0
				Composite	0.25		

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.
Only compound, tape and wallboard layers are used in the calculation of a composite result.

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
729064 - 580-WS-4	A	Off-white compound	2	Chrysotile Point Count	TR 0.75	0	100.0
	B	White/multi-colored paint	18		ND	0	100.0
	C	Gray/tan drywall	80		ND	22	78.0
729064 - 580-WS-5				Composite	0.02		
	A	White/multi-colored paint	6		ND	0	100.0
	B	White tape	10		ND	95	5.0
	C	Off-white joint compound	12	Chrysotile	2	0	98.0
729064 - 580-WS-6	D	Gray/tan drywall	72		ND	18	82.0
				Composite	0.26		
	A	Off-white compound	TR	Chrysotile Point Count	TR 0.25	0	100.0
	B	White/multi-colored paint	25		ND	0	100.0
	C	Gray/tan drywall	75		ND	35	65.0
				Composite	0.00		

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				Mineral	Visual Estimate (%)		
729064 - 580-WS-7	A	White/multi-colored paint	6		ND	0	100.0
	B	White tape	10		ND	95	5.0
	C	Off-white joint compound	14	Chrysotile Point Count	3 3.25	0	97.0
	D	Gray/tan drywall	70	Composite	ND 0.48	30	70.0
729064 - 580-WS-8	A	Off-white compound	8	Chrysotile Point Count	2 1.25	0	98.0
	B	White/multi-colored paint	8		ND	0	100.0
	C	Gray/tan drywall	84	Composite	ND 0.11	30	70.0
729064 - 580-WS-9	A	Off-white compound	1	Chrysotile Point Count	TR 0.75	0	100.0
	B	White/multi-colored paint	22		ND	0	100.0
	C	Gray/tan drywall	77	Composite	ND 0.01	28	72.0

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.
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				Mineral	Visual Estimate (%)		
729064 - 580-WS-10	A	White/multi-colored paint	8	Chrysotile	ND	0	100.0
	B	White tape	12		ND	95	5.0
	C	Off-white joint compound	15		2	0	98.0
	D	Gray/tan drywall	65		ND	38	62.0
				Composite	0.33		
729064 - 580-VF-1	A	Tan/multi-colored fibrous flooring material	100	Chrysotile	ND	75	25.0
729064 - 580-VF-2	A	Tan/multi-colored fibrous flooring material	100		ND	75	25.0
729064 - 580-VF-3	A	Beige/gray flooring w/ colorless adhesive	100		ND	0	100.0
729064 - 580-VF-4	A	Beige/gray flooring w/ colorless adhesive	100		ND	0	100.0
729064 - 580-VF-5	A	Beige adhesive	8	Chrysotile	ND	0	100.0
	B	Tan/brown sheet vinyl w/ gray fibrous backing material	18		18	5	77.0
	C	Tan fiberboard	74		ND	80	20.0
	A	Beige adhesive	5		ND	0	100.0
729064 - 580-VF-6	B	Tan/brown sheet vinyl w/ gray fibrous backing material	18	Chrysotile	18	5	77.0
	C	Tan fiberboard	77		ND	80	20.0

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				Mineral	Visual Estimate (%)		
729064 - 580-TM-1	A	Tan adhesive	7		ND	0	100.0
	B	Pink grout	8		ND	0	100.0
	C	White/off-white ceramic tile	85		ND	0	100.0
729064 - 580-TM-2	A	Tan adhesive	6		ND	0	100.0
	B	Pink grout	18		ND	0	100.0
	C	White/off-white ceramic tile	76		ND	0	100.0
729064 - 580-TM-3	A	White grout w/ brown debris	5		ND	0	100.0
	B	Tan adhesive	7		ND	0	100.0
	C	White/black speckled ceramic tile	88		ND	0	100.0
729064 - 580-TM-4	A	White grout w/ brown debris	4		ND	0	100.0
	B	Tan adhesive	6		ND	0	100.0
	C	White caulk	10		ND	0	100.0
	D	White/black speckled ceramic tile	80		ND	0	100.0
729064 - 580-SFU-1	A	Tan/black fiberboard	100		ND	70	30.0
729064 - 580-SFU-2	A	Tan/black fiberboard	100		ND	70	30.0

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
729064 - 580-HFU-1	A	Black felt	100		ND	40	60.0
729064 - 580-C-1	A	Gray granular cementitious material w/ gray coating	100		ND	0	100.0
729064 - 580-C-2	A	Gray granular cementitious material w/ gray coating	100		ND	0	100.0
729064 - 580-RU-1	A	Black/tan felt	100		ND	48	52.0
729064 - 580-RU-2	A	Black/tan felt	100		ND	48	52.0
729064 - 580S-WS-1	A	White/tan drywall w/ green paint	100		ND	32	68.0
729064 - 580S-WS-2	A	Green paint	5		ND	0	100.0
	B	White tape	8		ND	95	5.0
	C	Off-white joint compound	10	Chrysotile	2	0	98.0
				Point Count	2.25		
	D	White/tan drywall	77		ND	30	70.0
				Composite	0.24		
729064 - 580S-WS-3	A	White tape	12		ND	95	5.0
	B	White compound	16		ND	0	100.0
	C	Pink/tan drywall	72		ND	40	60.0

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				Mineral	Visual Estimate (%)		
729064 - 580S-WS-4	A	White tape	45		ND	95	5.0
	B	White compound	55		ND	0	100.0
729064 - 580S-WS-5	A	White compound	1		ND	0	100.0
	B	White/tan drywall	99		ND	18	82.0
729064 - 580S-VF-1	A	Brown adhesive	5		ND	0	100.0
	B	Beige/brown sheet vinyl w/ black fibrous backing material	95		ND	25	75.0
729064 - 580S-VF-2	A	Brown adhesive	2		ND	0	100.0
	B	Beige/brown sheet vinyl w/ black fibrous backing material	98		ND	25	75.0
729064 - 580S-VF-3	A	Off-white adhesive	2		ND	0	100.0
	B	Tan/multi-colored sheet vinyl w/ black fibrous backing material	98		ND	20	80.0
729064 - 580S-VF-4	A	Off-white adhesive	1		ND	0	100.0
	B	Tan/multi-colored sheet vinyl w/ black fibrous backing material	99		ND	20	80.0
729064 - 580S-SFU-1	A	Tan/black fiberboard	100		ND	75	25.0
729064 - 580S-SFU-2	A	Tan/black fiberboard	100		ND	75	25.0

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.
Only compound, tape and wallboard layers are used in the calculation of a composite result.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

Job Number: 729064-2
Client: Nelson Engineering (WY)
Client Project/P.O.: 26-011-03
Client Project Description: Residence and Shed, 580 E Hansen Ave, Jackson, WY
Date Samples Received: February 27, 2026
Analysis Type: EPA 600/R-93/116 - Point Count, Bulk (400)
Turnaround: Priority
Date Samples Analyzed: March 02, 2026

NA = Not Analyzed
NR = Not Received
ND = None Detected
TR = Trace; <1 % Visual Estimate
Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
729064 - 580S-FI-1	A	Tan/yellow/black tar paper	30		ND	55	45.0
	B	Yellow insulation	70		ND	99	1.0
729064 - 580S-FI-2	A	Tan/red/black tar paper	20		ND	60	40.0
	B	Yellow insulation	80		ND	99	1.0
729064 - 580S-RU-1	A	Black tar	5	Chrysotile	8	0	92.0
	B	Black felt	45		ND	42	58.0
	C	White shingle	50		ND	18	82.0
729064 - 580S-RU-2	A	Black tar	7	Chrysotile	8	0	92.0
	B	White shingle	30		ND	18	82.0
	C	Black felt	63		ND	42	58.0
729064 - 580S-Verm-1	A	Gray/multi-colored vermiculite	100	Trem/Act	TR	0	100.0
				Point Count	<0.25		
729064 - 580S-Verm-2	A	Gray/multi-colored vermiculite	100	Trem/Act	TR	0	100.0
				Point Count	<0.25		

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.
Only compound, tape and wallboard layers are used in the calculation of a composite result.


Jessica Parker
Analyst

RES Job #: 729064

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: Nelson Engineering (WY)	Company: Nelson Engineering (WY)	Contact: Andy Pruett	-1 PLM Priority
Address: PO Box 1599	Address: PO Box 1599	Phone: (307) 690-8188	
Jackson, WY 83001	Jackson, WY 83001	Fax:	
		Cell: (307) 690-8188	
Project Number and/or P.O. #: 26-011-03	Project Zip Code: 83001	Final Data Deliverable Email Address:	
Project Description/Location: Residence and Shed, 580 E Hansen Ave, Jackson, WY		apruett@nelsonengineering.net (+ 1 ADDNL. CONTACTS)	

ASBESTOS LABORATORY					REQUESTED ANALYSIS								VALID MATRIX CODES						LAB NOTES			
PLM / PCM / TEM / NYS DTL RUSH PRIORITY STANDARD					PLM - PLM Short Report (EPA/600/R-93/116)	TEM	PCM	NYS	DUST	METALS	ORGANICS	VIABLES	MEDICAL	MOLD	Air = A		Bulk = B					
															Dust = D		Food = F					
															Paint = P		Soil = S					
															Surface = SU		Swab = SW					
															Tape = T		Wipe = W					
															Drinking Water = DW							
															Waste Water = WW							
															ASTM E1792 approved wipe media only							
															Sample Volume (L) / Area	Sample Temperature (°C)	Length (or Aliquot) x Width (or Area) (Aliquot)	Matrix Code		# of Containers	Date Collected mm/dd/yy	Time Collected hh:mm
CHEMISTRY LABORATORY																						
Dust RUSH PRIORITY STANDARD					*PRIOR NOTICE REQUIRED FOR SAME DAY TAT																	
Metals RUSH PRIORITY STANDARD																						
Organics* SAME DAY RUSH PRIORITY STANDARD																						
MICROBIOLOGY LABORATORY																						
Viable Analysis** PRIORITY STANDARD					**TAT DEPENDENT ON SPEED OF MICROBIAL GROWTH																	
Medical Device Analysis RUSH STANDARD																						
Mold Analysis RUSH PRIORITY STANDARD																						
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.																						
Special Instructions:																						
Client Sample ID Number (Sample ID's must be unique)					ASBESTOS		CHEMISTRY		MICROBIOLOGY		ICO								Laboratory Analysis Instructions			
1 580-WS-1					X								0.3in²		B		1 02/26/26 10:15		CMP			
2 580-WS-2					X								0.3in²		B		1 02/26/26 10:18		CMP			
3 580-WS-3					X								0.3in²		B		1 02/26/26 10:21		CMP			
4 580-WS-4					X								0.3in²		B		1 02/26/26 10:24		CMP			
5 580-WS-5					X								0.3in²		B		1 02/26/26 10:27		CMP			
6 580-WS-6					X								0.3in²		B		1 02/26/26 10:30		CMP			
7 580-WS-7					X								0.3in²		B		1 02/26/26 10:33		CMP			
8 580-WS-8					X								0.3in²		B		1 02/26/26 10:36		CMP			
9 580-WS-9					X								0.3in²		B		1 02/26/26 10:39		CMP			
10 580-WS-10					X								0.3in²		B		1 02/26/26 10:42		CMP			
11 580-VF-1					X								1in²		B		1 02/26/26 10:45					
12 580-VF-2					X								1in²		B		1 02/26/26 10:48					
13 580-VF-3					X								1in²		B		1 02/26/26 10:51					

Eurofins Reservoirs Environmental, Inc establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.

Eurofins Reservoirs Environmental, Inc will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET30. Failure to comply with payment terms may result in a 18% APR finance charge.

Relinquished By:		Andy Pruett	Date/Time: 02/26/2026 13:03:23	Sample Condition: Acceptable
Received By:		Dylan Polier	Date/Time: 02/27/2026 12:53:58	Carrier: UPS



Built Environment Testing Reservoirs

RES Job #: **729064**Submitted By: **Nelson Engineering (WY)**



Built Environment Testing
Reservoirs

RES Job #: 729064

Submitted By: Nelson Engineering (WY)

		REQUESTED ANALYSIS										VALID MATRIX CODES							LAB NOTES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		PLM - PLM Short Report (EPA/600/R-93/116)	TEM	PCM	NYS	DUST	METALS	ORGANICS	VIABLES	MEDICAL	MOLD	Air = A		Bulk = B		Dust = D		Food = F		Paint = P		Soil = S		Surface = SU		Swab = SW		Tape = T		Wipe = W		Drinking Water = DW		Waste Water = WW		**ASTM E1792 approved wipe media only**																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
												Sample Volume (L) / Area	Sample Temperature (°C)	Length (or Aliquots) x Width (or Area/Aliquot)	Matrix Code	# of Containers	Date Collected mm/dd/yy	Time Collected hh:mm																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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RES Job #: 729064

Submitted By: Nelson Engineering (WY)

 Built Environment Testing Reservoirs		REQUESTED ANALYSIS				VALID MATRIX CODES				LAB NOTES					
		PLM - PLM Short Report (EPA/600/R-93/116) TEM PCM NYS DUST METALS ORGANICS VIABLES MEDICAL MOLD				Air = A		Bulk = B							
						Dust = D		Food = F							
						Paint = P		Soil = S							
						Surface = SU		Swab = SW							
						Tape = T		Wipe = W							
						Drinking Water = DW									
						Waste Water = WW									
						ASTM E1792 approved wipe media only									
						Sample Volume (L) / Area		Sample Temperature (°C)				Length (or Aliquots) x Width (or Area) (Aliquot)		Matrix Code	
Laboratory Analysis Instructions															
Client Sample ID Number		(Sample ID's must be unique)		ASBESTOS		CHEMISTRY		MICROBIOLOGY		ICO					
44 580S-Verm-2		X								2in²		B 1 02/26/26 12:33		PC	

Nelson Engineering (WY)
Sample Notes

RES #: 729064
Project Number and/or P.O. #: 26-011-03
Project Description/Location: Residence and Shed, 580 E Hansen Ave, Jackson, WY

Client Sample ID	Sample Note	Quantity	Sampler(s)
580-WS-1	Wall System		Pruett
580-WS-2	Wall System		Pruett
580-WS-3	Wall System		Pruett
580-WS-4	Wall System		Pruett
580-WS-5	Wall System		Pruett
580-WS-6	Wall System		Pruett
580-WS-7	Wall System		Pruett
580-WS-8	Wall System		Pruett
580-WS-9	Wall System		Pruett
580-WS-10	Wall System		Pruett
580-VF-1	Vinyl Flooring		Pruett
580-VF-2	Vinyl Flooring		Pruett
580-VF-3	Vinyl Flooring		Pruett
580-VF-4	Vinyl Flooring		Pruett
580-VF-5	Vinyl Flooring		Pruett
580-VF-6	Vinyl Flooring		Pruett
580-TM-1	Tile and Mortar		Pruett
580-TM-2	Tile and Mortar		Pruett
580-TM-3	Tile and Mortar		Pruett
580-TM-4	Tile and Mortar		Pruett
580-SFU-1	Fiberboard Sheathing		Pruett
580-SFU-2	Fiberboard Sheathing		Pruett
580-HFU-1	Felt underlying hardwood		Pruett
580-C-1	Concrete		Pruett
580-C-2	Concrete		Pruett
580-RU-1	Felt underlying metal roofing		Pruett

Nelson Engineering (WY) Sample Notes

RES #: 729064
Project Number and/or P.O. #: 26-011-03
Project Description/Location: Residence and Shed, 580 E Hansen Ave, Jackson, WY

580-RU-2	Felt underlying metal roofing	Pruett
580S-WS-1	Wall System	Pruett
580S-WS-2	Wall System	Pruett
580S-WS-3	Wall System	Pruett
580S-WS-4	Wall System	Pruett
580S-WS-5	Wall System	Pruett
580S-VF-1	Vinyl Flooring	Pruett
580S-VF-2	Vinyl Flooring	Pruett
580S-VF-3	Vinyl Flooring	Pruett
580S-VF-4	Vinyl Flooring	Pruett
580S-SFU-1	Fiberboard Sheathing	Pruett
580S-SFU-2	Fiberboard Sheathing	Pruett
580S-FI-1	Fiberglass Batt Insulation with Paper Wrap	Pruett
580S-FI-2	Fiberglass Batt Insulation with Paper Wrap	Pruett
580S-RU-1	Asphalt Single Roofing underlying Metal Roofing	Pruett
580S-RU-2	Asphalt Single Roofing underlying Metal Roofing	Pruett
580S-Verm-1	Vermiculite Attic Insulation	Pruett
580S-Verm-2	Vermiculite Attic Insulation	Pruett

Nelson Engineering (WY)
Sample Locations

RES #: 729064
Project Number and/or P.O. #: 26-011-03
Project Description/Location: Residence and Shed, 580 E Hansen Ave, Jackson, WY

Client Sample ID	Sample Location
580-WS-1	Residence
580-WS-2	Residence
580-WS-3	Residence
580-WS-4	Residence
580-WS-5	Residence
580-WS-6	Residence
580-WS-7	Residence
580-WS-8	Residence
580-WS-9	Residence
580-WS-10	Residence
580-VF-1	Residence
580-VF-2	Residence
580-VF-3	Residence
580-VF-4	Residence
580-VF-5	Residence
580-VF-6	Residence
580-TM-1	Residence
580-TM-2	Residence
580-TM-3	Residence
580-TM-4	Residence
580-SFU-1	Residence
580-SFU-2	Residence
580-HFU-1	Residence
580-C-1	Residence
580-C-2	Residence
580-RU-1	Residence

Nelson Engineering (WY)
Sample Locations

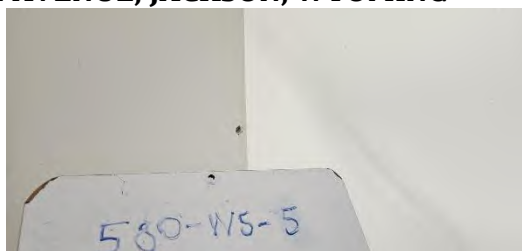
RES #: 729064
Project Number and/or P.O. #: 26-011-03
Project Description/Location: Residence and Shed, 580 E Hansen Ave, Jackson, WY

580-RU-2	Residence
580S-WS-1	Shed
580S-WS-2	Shed
580S-WS-3	Shed
580S-WS-4	Shed
580S-WS-5	Shed
580S-VF-1	Shed
580S-VF-2	Shed
580S-VF-3	Shed
580S-VF-4	Shed
580S-SFU-1	Shed
580S-SFU-2	Shed
580S-FI-1	Shed
580S-FI-2	Shed
580S-RU-1	Shed
580S-RU-2	Shed
580S-Verm-1	Shed
580S-Verm-2	Shed

PHOTOGRAPH LOG
MAIN RESIDENCE, 580 EAST HANSEN AVENUE, JACKSON, WYOMING



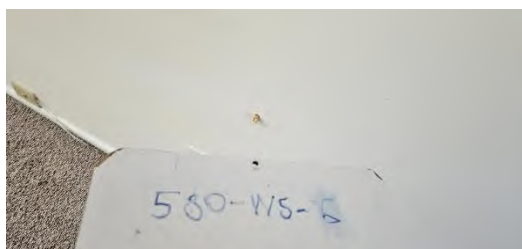
RESIDENTIAL STRUCTURE



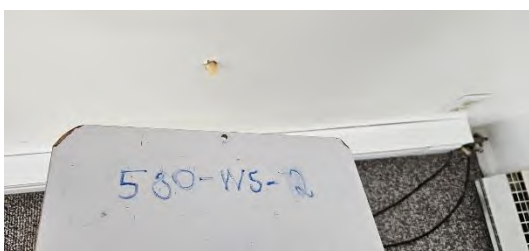
**WALL SYSTEM SAMPLE IN CENTRAL BEDROOM
(2% CHRYSOTILE ASBESTOS IN JOINT
COMPOUND, 0.26% COMPOSITE)**



**WALL SYSTEM SAMPLE IN LAUNDRY ROOM (2%
CHRYSOTILE ASBESTOS IN JOINT COMPOUND,
0.21% COMPOSITE)**



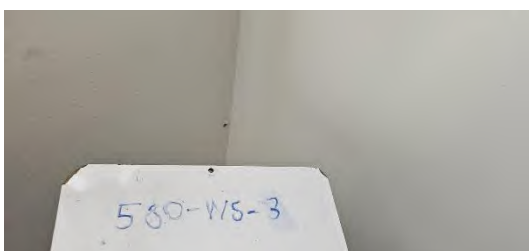
**WALL SYSTEM SAMPLE IN SOUTH BEDROOM
(0.25% CHRYSOTILE ASBESTOS IN SKIM COAT)**



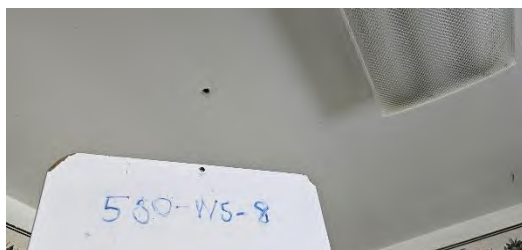
**WALL SYSTEM SAMPLE IN LIVING ROOM (0.5%
CHRYSOTILE ASBESTOS IN SKIM COAT)**



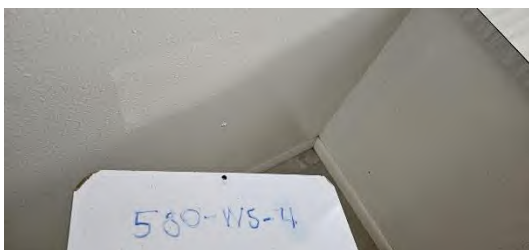
**CEILING WALL SYSTEM SAMPLE IN LIVING
ROOM (3.25% CHRYSOTILE ASBESTOS IN JOINT
COMPOUND, 0.48% COMPOSITE)**



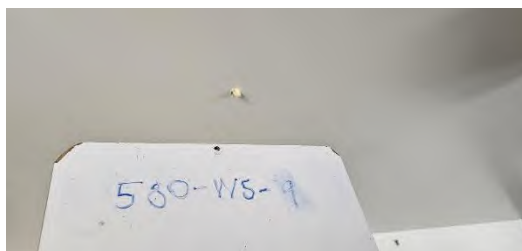
**WALL SYSTEM SAMPLE IN NORTH BEDROOM
(2% CHRYSOTILE ASBESTOS IN JOINT
COMPOUND, 0.25% COMPOSITE)**



**CEILING WALL SYSTEM SAMPLE IN KITCHEN
(1.25% CHRYSOTILE ASBESTOS IN SKIM COAT)**

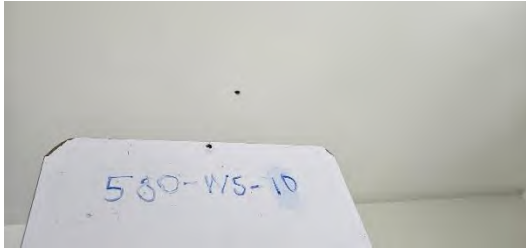


**WALL SYSTEM SAMPLE IN BATHROOM
(0.75% CHRYSOTILE ASBESTOS IN SKIM COAT)**

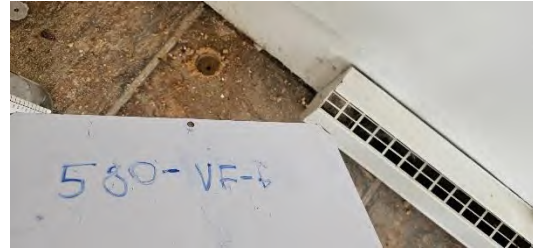


**CEILING WALL SYSTEM SAMPLE IN NORTH
BEDROOM (0.75% CHRYSOTILE ASBESTOS IN
SKIM COAT)**

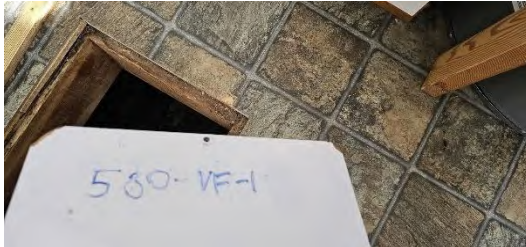
PHOTOGRAPH LOG
MAIN RESIDENCE, 580 EAST HANSEN AVENUE, JACKSON, WYOMING



CEILING WALL SYSTEM SAMPLE IN SOUTH BEDROOM (2% CHRYSOTILE ASBESTOS IN JOINT COMPOUND, 0.33% COMPOSITE)



OLDER VINYL SHEET FLOORING UNDERLYING PLYWOOD SUBFLOOR IN KITCHEN (18% CHRYSOTILE IN VINYL FLOORING)



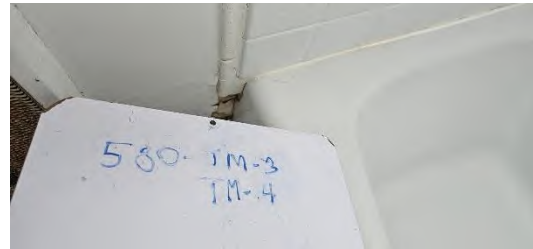
VINYL/LAMINATE FLOORING IN LAUNDRY ROOM



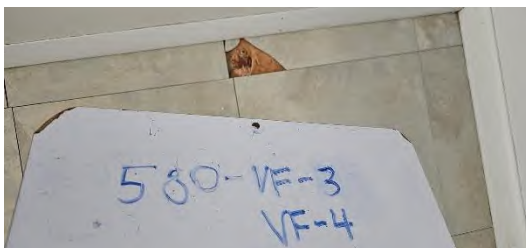
TILE AND MORTAR BACKSPLASH IN KITCHEN



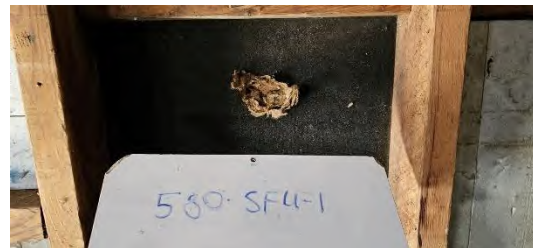
VINYL/LAMINATE FLOORING IN LAUNDRY ROOM



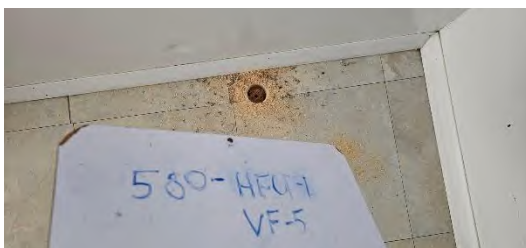
TILE AND MORTAR AROUND BATHTUB IN BATHROOM



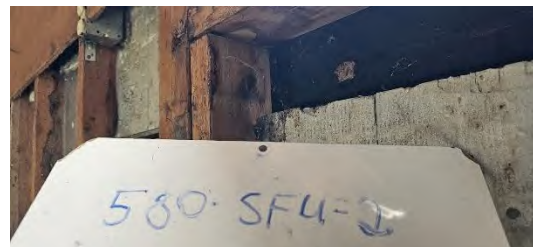
VINYL TILE FLOORING IN BATHROOM



FIBERBOARD SHEATHING UNDERLYING SIDING



OLDER VINYL SHEET FLOORING (VF-5) UNDERLYING PLYWOOD SUBFLOOR IN BATHROOM WITH OLDER FELT (HFU-1) UNDERLYING ADDITIONAL PLYWOOD SUBFLOOR (18% CHRYSOTILE IN VINYL FLOORING)



FIBERBOARD SHEATHING UNDERLYING SIDING

PHOTOGRAPH LOG
MAIN RESIDENCE, 580 EAST HANSEN AVENUE, JACKSON, WYOMING



CONCRETE SLAB ON GRADE IN GARAGE



CONCRETE FOUNDATION STEM WALL



FELT UNDERLYING METAL ROOFING

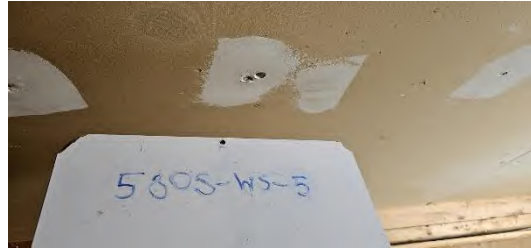


FELT UNDERLYING METAL ROOFING

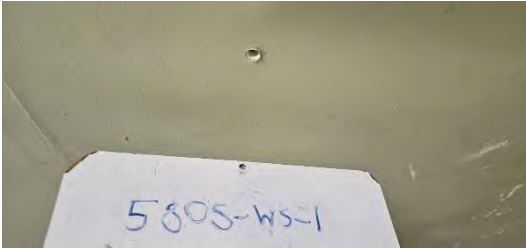
PHOTOGRAPH LOG
SHED, 580 EAST HANSEN AVENUE, JACKSON, WYOMING



SHED STRUCTURE



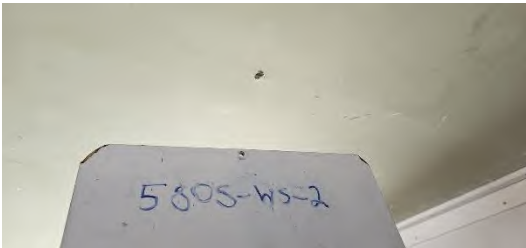
JOINT COMPOUND ON CEILING OF NORTH ROOM



WALL SYSTEM ON CEILING OF SOUTH ROOM



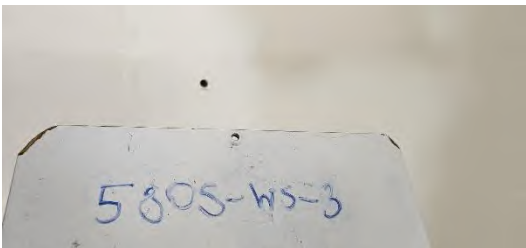
VINYL SHEET FLOORING IN SOUTH ROOM



**WALL SYSTEM ON CEILING OF SOUTH ROOM
(2.25% CHRYSOTILE ASBESTOS IN JOINT
COMPOUND, 0.24% COMPOSITE)**



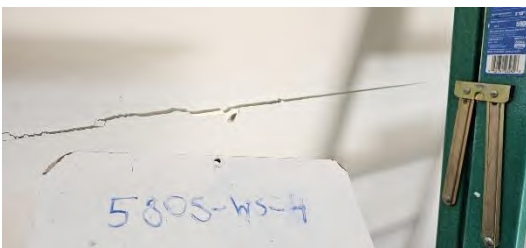
**VINYL SHEET FLOORING UNDER EXPOSED
PARTICLE BOARD SUBFLOOR IN MIDDLE ROOM**



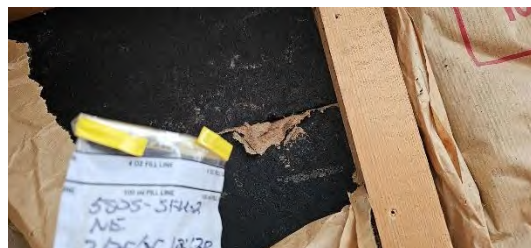
JOINT COMPOUND ON DRYWALL OF SOUTH ROOM



**FIBERBOARD SHEATHING UNDERLYING SIDING
ON NORTH HALF OF STRUCTURE**



JOINT COMPOUND ON DRYWALL OF SOUTH ROOM



**FIBERBOARD SHEATHING UNDERLYING SIDING
ON NORTH HALF OF STRUCTURE**

PHOTOGRAPH LOG
SHED, 580 EAST HANSEN AVENUE, JACKSON, WYOMING



FIBERGLASS BATT INSULATION WITH PAPER WRAP ON NORTH HALF OF STRUCTURE



VERMICULITE INSULATION (VERM-2) ABOVE CEILING OF SOUTH ROOM (<0.25% ACTINOLITE/TREMOLITE ASBESTOS)



FIBERGLASS BATT INSULATION WITH PAPER WRAP ON NORTH HALF OF STRUCTURE



OLDER ASPHALT SHINGLE ROOFING, BLACK TAR, AND FELT UNDERLYING MEAL ROOF (8% CHRYSOTILE ASBESTOS IN BLACK TAR)



OLDER ASPHALT SHINGLE ROOFING, BLACK TAR, AND FELT UNDERLYING MEAL ROOF (8% CHRYSOTILE ASBESTOS IN BLACK TAR)



VERMICULITE INSULATION (VERM-1) IN ROOF OVERHANG BAY IN MIDDLE ROOM (<0.25% ACTINOLITE/TREMOLITE ASBESTOS)



Rocky Mountain Center
for Occupational and Environmental Health
250 East 200 South, Suite 100
Salt Lake City UT 84111
Phone: (801) 581-4055

THIS CERTIFIES THAT

Andrew Pruett

*HAS COMPLETED THE REQUISITE TRAINING FOR
ASBESTOS ACCREDITATION UNDER TSCA TITLE II*

ATTENDED AN ANNUAL REFRESHER COURSE IN
PRACTICES AND PROCEDURES IN
ASBESTOS ABATEMENT

**Asbestos Inspector/Management Planner
Refresher**

DATE: March 6, 2025
NUMBER: **25169**
EXPIRES: March 6, 2026
CREDITS: 0.80 CEUs / 1.34 ABIH CM Points



Dr. Beth Rhoades
Associate Dean, Division of Online
and Continuing Education
Weber State University

ENVIRONMENTAL CONTRACTORS, LLC
VISUAL INSPECTION and FINAL AIR CLEARANCE OF
ASBESTOS REMOVAL, RENOVATION, AND DEMOLITION PROJECT

Project: 580 E Hansen
Address: 580 E Hansen Ave Jackson WY 83001
Work Area: out house

Project No. 2026-18
Permit No.: _____
Date: 03/30/24

CHECKLIST:

Residual dust on:	(Circle One)		
Floor	Yes	<u>No</u>	N/A
Pipes	Yes	<u>No</u>	N/A
Ventilation Equip	Yes	<u>No</u>	N/A
Lights	Yes	<u>No</u>	N/A
Horizontal Surfaces	Yes	<u>No</u>	N/A
Ducts	Yes	<u>No</u>	N/A
Register	Yes	<u>No</u>	N/A

FIELD NOTES (Record any problems encountered):

CONTRACTOR STATEMENT OF VISUAL INSPECTION:

I have visually inspected the work area and to the best of my knowledge and belief, the required or specified asbestos containing materials have been removed.

Supervisor: Eduardo Lucas Eduardo Lucas MTA # _____
(Signature) (Printed Name)

OWNER'S REPRESENTATIVE CERTIFICATION OF VISUAL INSPECTION

As the Owner's Representative, I hereby certify that I have completed a visual inspection and verify that this inspection has been thorough and to the best of my knowledge and belief, the required or specified asbestos containing materials have been removed.

Owner/Owner's Representative

By: Samuel Villa Samuel Villa Super MTA # _____
(Signature) (Printed Name/Title)

CLEARANCE AIR SAMPLE RESULTS: _____

ENVIRONMENTAL CONTRACTORS, LLC
VISUAL INSPECTION and FINAL AIR CLEARANCE OF
ASBESTOS REMOVAL, RENOVATION, AND DEMOLITION PROJECT

Project: 580 E Hansen
Address: 580 E Hansen Ave Jackson WY 83001
Work Area: main house

Project No. 2026-18
Permit No.: _____
Date: 03/30/20

CHECKLIST:

Residual dust on:	(Circle One)		
Floor	Yes	<u>No</u>	N/A
Pipes	Yes	<u>No</u>	N/A
Ventilation Equip	Yes	<u>No</u>	N/A
Lights	Yes	<u>No</u>	N/A
Horizontal Surfaces	Yes	<u>No</u>	N/A
Ducts	Yes	<u>No</u>	N/A
Register	Yes	<u>No</u>	N/A

FIELD NOTES (Record any problems encountered):

CONTRACTOR STATEMENT OF VISUAL INSPECTION:

I have visually inspected the work area and to the best of my knowledge and belief, the required or specified asbestos containing materials have been removed.

Supervisor: Edvarado Lucas Edvarado Lucas MTA # _____
(Signature) (Printed Name)

OWNER'S REPRESENTATIVE CERTIFICATION OF VISUAL INSPECTION

As the Owner's Representative, I hereby certify that I have completed a visual inspection and verify that this inspection has been thorough and to the best of my knowledge and belief, the required or specified asbestos containing materials have been removed.

Owner/Owner's Representative

By: Samuel Villa Samuel Villa Superintendent MTA # _____
(Signature) (Printed Name/Title)

CLEARANCE AIR SAMPLE RESULTS: _____

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Stilson Transit Center: 2022 Transportation Alternatives SPET Allocation	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to request the Council consider approval of utilizing an additional \$1,000,000 in 2022 Transportation Alternatives Specific Purpose Excise Tax (SPET) for the Stilson Transit Center.

Recommendations.

Staff recommend approving an additional \$1,000,000 of 2022 Transportation Alternatives Specific Purpose Excise Tax (SPET) funding for the Stilson Transit Center Project, resulting in a total 2022 Transportation Alternatives SPET allocation for the Stilson Transit Center in the amount of \$8,388,892.

Background.

The Stilson Transit Center is one of the thirteen (13) project components that comprise the BUILD Grant. The facility will serve as a mobility hub and provide enhanced transit center amenities, including an indoor waiting area, covered bicycle parking with e-bike charging stations, public restrooms and associated mechanical and electrical spaces, and other amenities to improve the transit user experience and enhance START transit route options. The Stilson Transit Center is a joint project between Teton County and the TOJ.

The Stilson Transit Center is funded through two primary sources: a federal BUILD grant awarded to Teton County and the Town of Jackson, and the 2022 Transportation Alternatives SPET, a voter-approved specific purpose excise tax dedicated to transportation projects. The BUILD grant totals \$25,000,000 and covers thirteen project components across the broader transportation system. Of that amount, \$7,200,000 was allocated specifically to the Stilson Transit Center. The 2022 Transportation Alternatives SPET is a separate, locally controlled fund that may be used for a variety of transportation projects in both Teton County and the Town. Prior to this request, \$7,388,892 in SPET funds had been authorized for the Stilson Transit Center. At this time, the Transportation Alternatives SPET fund has a positive balance and the funds have not been allocated.

The last time the Council discussed this item at the December 2, 2024, Joint Meeting, the Town Council and Board of County Commissioners approved:

- A Guaranteed Maximum Price (GMP) contract with Dick Anderson Construction in the amount of \$14,674,000;
- A total project cost of \$15,175,171; and
- Authorized the use of \$7,388,892 from the 2022 Transportation Alternatives SPET funds for the Stilson Transit Center Project

Analysis & Key Questions.

The approved use of the 2022 Transportation Alternatives SPET funds include the Dick Anderson Construction GMP, owner's contingency, professional services, and public art. At this time, the Stilson Transit Center construction is on schedule and projected to be under budget, with a completion date of July 2026.

The portion of the \$25M BUILD grant allocated to the Stilson Transit Center is \$7.2M. These funds were approved for use by Teton County/Town of Jackson for all expenditures associated with the Stilson Transit Center, including construction and professional services (i.e., planning, design, construction management, and easement acquisition). When the elected

boards approved the SPET funding amount for the Stilson project in December 2024, the recommended SPET allocation was calculated based upon the availability of 100% of the federal BUILD grant award. However, approximately \$1M of the \$7.2M of BUILD funding has been used to cover professional services expenditures performed by Jorgensen Associates. In hindsight, staff should have recommended the GMP approval assuming \$6.2M dollars of BUILD grant funds were available for construction rather than the full \$7.2M allocated to the project. It is important to note the request for additional funding is not due to a construction budget overrun. The project is currently on schedule, projected to be under the approved GMP, and is expected to reach completion in July 2026. The funding gap is solely the result of BUILD grant funds being applied to professional services and other pre-construction expenses not included in the approved GMP.

To date, all federal BUILD grant funds for Stilson have been 100% utilized and the remaining expenditures must be funded locally. To fill this gap and fund the remaining construction services, staff recommend additional Transportation Alternatives SPET funds in an amount not to exceed \$1,000,000 be allocated to the Stilson Project. It is possible that savings will be realized over the final months of Stilson construction and the use of the entire \$1M of additional SPET funding allocation may not be necessary.

Key Question: Does Council agree with staff's recommendation to approve the use of an additional \$1,000,000 of 2022 Transportation Alternatives SPET funding for the Stilson Transit Center?

Possible Alternatives.

Possible alternatives for this item include the following:

Alternative 1: The Council may choose not to approve the recommended amount of \$1,000,000 from the 2022 Transportation Alternatives SPET fund, which would require identifying another source of funding to fill the funding gap. Staff does not recommend this alternative as no alternative funding source has been identified and declining the amendment could jeopardize the project's ability to fund remaining construction costs through completion in July 2026.

Alternative 2: The Council may choose to approve funding in an amount less than \$1,000,000. Because the project is projected to be under the approved GMP, the full \$1,000,000 may not be required. However, staff recommends authorizing the full amount not to exceed \$1,000,000 to ensure sufficient funding is available through project completion without requiring a return to Council for additional authorization. Any unused funds will remain in the 2022 Transportation Alternatives SPET.

Comprehensive Plan & Priority Alignment.

This project advances the Town Comprehensive Plan through the following provisions:

- Chapter 1. Stewardship of Wildlife, Natural Resources and Scenery
 - Principle 1.2 – Preserve and enhance surface water and groundwater quality
- Chapter 2. Climate Sustainability
 - Principle 2.1 – Reduce consumption of non-renewable energy
 - Principle 2.3 – Reduce greenhouse gas emissions through transportation
 - Principle 2.4.a – Increase energy efficiency in buildings
- Chapter 7. Multimodal Transportation
 - Principle 7.1 – Meet future transportation demand with walk, bike, carpool, transit, and micro mobility infrastructure
 - Principle 7.2 – Reduce greenhouse gases from vehicles to below 2012 levels

Fiscal Impact.

Approving staff's recommendation will increase the total 2022 Transportation Alternatives SPET allocation for the Stilson Transit Center from \$7,388,892 to \$8,388,892, an increase of up to \$1,000,000. This increase draws from the existing 2022 Transportation Alternatives SPET fund balance and does not require any new appropriation or General Fund contribution.

With the approval of an additional \$1,000,000 of SPET funding for this project, and previous allocations of these SPET funds to other projects, staff estimates there will be approximately \$600,000 in unobligated funds for future Transportation Alternatives SPET projects.

Staff Impact.

Staff impact for this item includes roughly 20 hours of staff time reviewing current and future Stilson Transit Center budget expenditures, including cost savings realized during the construction of the project.

Attachments or Links.

None at this time.

Suggested Motion.

I move to approve an additional \$1,000,000 in 2022 Transportation Alternatives Specific Purpose Excise Tax for the Stilson Transit Center Project, resulting in a total 2022 Transportation Alternatives SPET allocation for the Stilson Transit Center in the amount of \$8,388,892.

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	Public Works and Administration	Presenter:	Johnny Ziem and Tyler Sinclair
Agenda Item:	Snow King Sports & Event Center Bleacher and Locker Room Project	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to consider awarding a construction contract for the 2026 Snow King Sport Event Center Bleacher and Lockers Project to the lowest responsive bidder and to consider a Funding Agreement with CMI Inc.

Recommendations.

Staff recommends Council authorize the Mayor to execute the Funding Agreement with CMI concurrent with the contract award, as CMI's contribution is a condition of the project proceeding. Staff also recommends the Council award the 2026 Snow King Sport Event Center Bleacher and Lockers Project to Shaw Construction of Jackson, Wyoming, in the amount of \$1,405,142, and authorize the mayor to execute the contract.

Background.

The last time the Council discussed this item was on December 15, 2025, at the Council Regular meeting. The Council committed funding of \$1.2m from the Capital Projects Fund for improvements to the Snow King Sports and Event Center as described in the staff report dated December 15, 2025. Council approved the project with the understanding that CMI would contribute \$350,000 and the Town's contribution would not exceed \$1,200,000.

The Town-owned Snow King Sports and Event Center was constructed in 1992 through a partnership between the Town, State, and local skating community. Since 2011, Center Management Inc. (CMI) has operated the facility through a lease agreement with the Town. The lease agreement generally requires CMI to take care of all day-to-day operations and low-level maintenance and repairs, while the Town is responsible for significant repair and maintenance of the building.

CMI has identified two operational challenges, along with proposed improvements, to address the facility as follows:

1. Locker Rooms/Showers
 - Challenge: With an increased number of users and programs, especially in female programs (over 90) the existing 3.5 locker rooms with shared showers no longer meet user and program needs
 - Improvement: Construct 2 new locker rooms with dedicated showers and bathrooms
2. Grandstands (Bleachers)
 - Challenge: Age of, condition of, and the temporary nature of the grandstands, along inadequate spectator seating
 - Improvement: Construct new permanent grandstands

Analysis & Key Questions.

In December 2025, Council approved this project based on a total estimated cost of \$1,550,000. At that time, the funding structure presented to Council was as follows:

- Town contribution from the Capital Projects Fund: not to exceed \$1,200,000
- CMI contribution: \$350,000
- Total estimated project funding: \$1,550,000

The Town advertised for bids on March 18th and 25th, 2026, and received two bids for the project on April 9th, 2026. The following bids were received:

- West Fork Construction in the amount of \$1,495,780
- Shaw Construction (lowest bid) in the amount of \$1,405,142

Shaw Construction submitted the lowest responsive and responsible bid. The final bid of \$1,405,142 came in approximately \$145,000 below the original project cost estimate of \$1,550,000.

Key Question: Does the Council agree with staff's recommendation to award the 2026 Snow King Sport Event Center Bleacher and Lockers Project to Shaw Construction of Jackson, Wyoming, in the amount \$1,405,142?

Following receipt of bids, CMI proposed a revised funding contribution of \$325,000, a reduction of \$25,000 based upon fundraising to date and the reduction in the overall project cost. CMI has provided approximately \$118,000 towards the project to date above and beyond the \$325,000 being pledged now. Funding spent to date has been primarily to produce the construction drawings, including required engineering for the project. CMI will continue fundraising during the project. The Town's contribution is also reduced to an amount not to exceed \$1,175,000 to reflect an equal savings for both parties.

The revised funding structure is as follows:

- Town contribution from the Capital Projects Fund: not to exceed \$1,175,000
- CMI contribution: \$325,000 in additional funding
- Total committed funding: \$1,500,000

The proposed total project budget is as follows:

- Contract amount: \$1,405,142
- Contingency amount: \$94,858
- Total Project Amount: \$1,500,000

The \$94,858 contingency is available for other eligible project costs, which may include but are not limited to owner's contingency for unforeseen construction conditions, construction administration and inspection services, permitting and plan review fees, design and engineering expenses not covered in the contract. Staff will manage these costs within the total committed funding.

The executed Funding Agreement governing CMI's contribution is attached as Exhibit 2. CMI's payment schedule under the Funding Agreement is as follows:

- \$125,000 by May 8, 2026
- \$100,000 by August 1, 2026
- \$100,000 by October 1, 2026

Should CMI default on the Financing Agreement and funding is not received by the Town as proposed, the Town would be responsible for the total amount of the awarded contract.

The timeline for the construction of the project is set forth within the construction contract. Staff and the contractor have agreed that substantial completion of the project will be on or before October 15, 2026. The only nuance of the construction timeline is the lead time for receiving the new bleachers, which is currently estimated to be 5 – 6 months.

Staff will work with the contractor to expedite the lead time for the bleachers if possible. The first home Moose hockey game is on November 20, 2026, which allows for some additional time if needed.

Key Question: Does the Council agree with the proposed Funding Agreement between the Town and CMI Inc.?

In addition, following completion of the Improvements, the Parties agree to publicly recognize the Town of Jackson and individual donors in a form mutually acceptable to the Parties.

Possible Alternatives.

Alternative 1: Award the contract but delay execution of the Funding Agreement. The Council could award the construction contract to Shaw Construction while directing staff to continue negotiating the terms of the Funding Agreement. This alternative would allow construction to proceed while preserving Council's ability to review and approve the final Funding Agreement terms at a subsequent meeting. Staff does not recommend this alternative as CMI's financial contribution is a condition of the project proceeding and delaying execution of the Funding Agreement creates uncertainty about the availability of CMI's funds before construction costs are incurred.

Alternative 2: Decline to authorize execution of the Funding Agreement as presented and direct staff to return with a revised agreement. The Council could decline to authorize execution of the Funding Agreement in its current form and direct staff to negotiate revised terms. Staff does not recommend this alternative as the executed Funding Agreement reflects terms negotiated in good faith and the project funding is sufficient to cover the contract amount within the Town's approved contribution.

Alternative 3: Direct staff to rebid the Project as revised by the Council. This would most likely delay the project completion to the spring of 2027, due to the hockey season starting in October of 2026 and also creates a risk of higher costs given current construction market conditions.

Alternative 4: Place the Project on hold by denying the contract. The Council could deny the contract and defer the project indefinitely. Staff do not recommend this alternative.

Alternative 5: Award to a different bidder. The Council could award to a bidder other than the lowest responsive bidder. Staff do not recommend this alternative.

Comprehensive Plan & Priority Alignment.

This project advances the Town Comprehensive Plan under Common Value #3 – Quality of Life, through the following specific provisions:

- Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.2.c – Require mitigation of the impacts of growth on service levels.

Fiscal Impact.

The project is being funded as a cost share between the Town and CMI. The total construction contract amount is \$1,405,142 and the total project cost is \$1,500,000.

Pursuant to the Funding Agreement the Town's contribution will not exceed \$1,175,000 from the Town Capital Projects Fund and CMI's contribution will be a minimum of \$325,000.

Staff Impact.

Staff impact for this item included 25 hours for contract preparation, bidding, and staff reports. It is estimated that 8 – 10 hours/week of Public Works staff time shall be required during the construction of the project.

Attachments or Links.

1. Bid Results
2. Funding Agreement

Suggested Motion.

Item 1

I move to approve and authorize the Mayor to execute the proposed Funding Agreement with CMI Inc.

Item 2

I move to approve the award of the 2026 Snow King Sport Event Center Bleacher and Lockers Project to Shaw Construction of Jackson, Wyoming, in the amount of \$1,405,142 and authorize the Mayor to execute the contract subject to minor changes by the Town Attorney;

BID NUMBER: 26-15

PROJECT NAME: Snow King Sports Event Center

OPENING DATE &
TIME: 4/9 2:30pm

OPENED BY: Riley Hovorka & Jeff Silliman

Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check		Bid Amount	Returned Bid Bond / Check
¹ West Fork Construction	✓	N/A	✓		\$1,495,780. ⁰⁰	
² Shaw Construction	✓	N/A	✓		\$1,409,142. ⁰⁰	
³						
⁴						
⁵						
⁶						

FUNDING AGREEMENT

THIS FUNDING AGREEMENT ("Agreement"), dated this __ day of _____, 2026 ("Effective Date"), is entered into by and between Center Management Inc., a Wyoming nonprofit, public benefit corporation, of 90 E. Snow King Avenue / P.O. Box 10965 ("CMI"), and the Town of Jackson, a municipal corporation of the State of Wyoming whose address is 150 East Pearl Avenue / P.O. Box 1687, Jackson, WY 83001 ("Town") (together "Parties.")

RECITALS

WHEREAS, Town is the owner of that certain parcel of real property and improvements described generally as the Snow King Center (to include the Ice Arena and Ski Shelter), as more particularly described as PT. NW1/4SW1/4 SEC. 34, TWP. 41, RNG. 116; as shown on Map of Survey T-71B (hereinafter "**Property**") and the building located thereon ("**Building**"); and

WHEREAS, the Parties have entered into that certain Commercial Lease Agreement Between the Town of Jackson and Center Management Inc. ("Commercial Lease"), pursuant to which CMI leases a portion of the Building inclusive of the ice rink to provide recreational activities to the community; and

WHEREAS, CMI has independently and voluntarily raised funds for certain Improvements, as that term is defined herein, and delivered to the Town final plan documents consisting of final design documents, construction-ready drawings, and specifications for the Improvements (the "Plans"); and

WHEREAS, Town agrees to permit the Improvements subject to the terms of this Agreement.

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions under which the Improvements, including in those portions of the Building subject to the Commercial Lease, will be funded by the Parties and constructed under the supervision and control of the Town as the owner of the Building and a municipal entity.

NOW, THEREFORE, it is hereby agreed that for and in consideration of the mutual covenants and agreements contained herein, including these Recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, CMI on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. PURPOSE

- A. The purpose of this Agreement is to set forth the terms and conditions pursuant to which CMI will contribute funding for improvements at the Building, generally described as two locker rooms and bleacher upgrades, as shown on Exhibit A, attached hereto and by this reference made a part hereof ("Improvements"), and the terms and conditions under which the Town will contribute funding to Improvements at the Building, bid the work to complete the Improvements at the Building, contract for the Improvements, and carry out and execute the construction of the Improvements.

2. TERM

- A. This Agreement commences on the Effective Date and shall continue in full force and effect until completion of the Improvements, unless earlier terminated in accordance with Section 9. For purposes of this Agreement, "completion of Improvements" means the issuance of a Letter of Completion by the Town of Jackson Planning and Building Department.

3. GOVERNMENT APPROVALS

- A. *Governmental Approvals*. The Town has sole responsibility, including ensuring the contractor executes their duties, to apply for and obtain all necessary approval, permits, and authorizations from necessary government parties to undertake construction of the Improvements.

4. CONSTRUCTION

- A. *Contracting*. The Town is solely responsible for executing the contract for construction of the Improvements. The Town has sole discretion over, and responsibility for, the contract for the Improvements.
- B. *Construction*. The Town is solely responsible for administering the construction of the Improvements, which includes supervising and directing the work of the Improvements in accordance with the Plans, as approved and bid, the project contract documents; bonding; engineering; inspecting; and hiring, managing, contracting with, and paying the contractor(s).

5. FUNDING

- A. *CMI Obligation*: CMI shall contribute an amount at least equal to \$325,000 for the cost of construction, which funding must be provided in accordance with Section 7, Financial Assurance.
- B. *Town Funding Obligation*: Town shall contribute an amount not to exceed \$1,175,000 for the cost of construction.
- C. *Additional Funding Obligations*: If the cost for the Improvements exceeds \$1,500,000 million, the Town and CMI agree to meet and discuss an updated cost share, modifying the Improvements (whether quantity, character, or otherwise), delaying or canceling construction of the Improvements, and/or any other reasonable options.

6. OWNERSHIP. The Improvements shall be owned exclusively by the Town.

7. FINANCIAL ASSURANCE

- A. CMI must provide to the Town, at minimum, the following amounts in the form of cash or check, on or before the following dates:
 - a. \$125,000 May 8, 2026
 - b. \$100,000 August 1, 2026
 - c. \$100,000 October 1, 2026 (the "Financial Assurance").
- B. The Town may access and utilize the Financial Assurance at any time during the course of construction of the Improvements at its sole discretion. CMI may request, and Town shall deliver within fourteen (14) business days, evidence of the costs of construction to which any portion of the Financial Assurance was paid.
- C. Once the Financial Assurance is deposited with the Town pursuant to subsection A of this Paragraph, the Financial Assurance shall be deemed a voluntary contribution toward a municipal capital improvement project relating to the Building and shall become the property of Town and the Town has sole discretion over the expenditure of the Financial Assurance. The Financial Assurance shall be non-refundable, and CMI shall have no right to reimbursement, repayment, or credit of any portion of the Financial Assurance once such funds have been deposited with the Town pursuant to subsection A of this Paragraph.
- D. The Parties acknowledge that the sources of CMI's Financial Assurance are private community donors and CMI will pay these funds from this source and CMI is not obligated to fund these amounts from CMI's corporate operating accounts.
- E. If CMI fails to timely provide the Financial Assurance (whether one or more installments thereof), the Town may, at its sole discretion:
 - a. Modify (whether quantity, character, or otherwise) the Improvements; and/or
 - b. Suspend or delay construction of the Improvements; and/or
 - c. Cancel construction of the Improvements; and/or
 - d. Any other option it chooses.

8. CONTACT PERSONS

- A. The contact person representing the Town shall be the Facilities Manager, who shall have responsibility for communicating and coordinating for the duration of construction of the Improvements.
- B. The contact person representing CMI shall be General Manager, who shall have responsibility for communicating and coordinating for the duration of construction of the Improvements.

9. TERMINATION

- A. *Non-Appropriation*. The Parties acknowledge that the Town is a governmental entity subject to budgetary and fiscal constraints. If sufficient funds are not appropriated or otherwise made legally available by the Town for fiscal year 2026, or any subsequent fiscal year, to pay amounts due under this Agreement, the Town may terminate this Agreement in whole upon written notice delivered as soon as reasonably practicable after the Town becomes aware that funds will not be available. Such termination shall be effective at the end of the last fiscal period for which funds were appropriated and paid, if any. Upon termination under this section, the Parties' obligations shall cease with respect to this Agreement.
- B. *Cancellation of Construction*. This Agreement shall terminate in whole upon written notice delivered as soon as reasonably practicable after the Town becomes aware that it will cancel construction of the Improvements pursuant to Section 7 (Financial Assurance).

10. 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.

CMI:
Center Management Inc.
P.O. Box 10965
Jackson, WY 83002
EMAIL:

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

11. BINDING EFFECT OF AGREEMENT; MODIFICATIONS; WAIVER

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

12. CONTINUING EFFECT OF COMMERCIAL LEASE

The Parties acknowledge and agree that the commercial Lease continue is full force and effect during the Term of this Agreement and is unaffected by its terms and conditions.

13. RECITALS PART OF AGREEMENT

The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.

14. SEVERABILITY

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, state or federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

15. NO THIRD-PARTY BENEFICIARY

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.

16. JURISDICTION; CONSTRUCTION

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

17. 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.

18. GOVERNMENTAL IMMUNITY

Notwithstanding anything contrary herein or that may be interpreted as such, the Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

19. ENTIRE AGREEMENT

The Parties agree that this Agreement reflects the entire agreement between the Parties as to the subject matter hereof, and no prior or separate understandings or agreements between the Parties are merged into this Agreement.

20. RECOGNITION

Following completion of the Improvements, the Parties agree to publicly recognize the Town of Jackson and individual donors in a form mutually acceptable to the Parties.

**TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming**

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

**CENTER MANAGEMENT INC.,
An incorporated corporation
of the State of Wyoming**

By: _____, Board Chair

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular Meeting
Submitting Department:	Internal Services	Presenter:	Lynsey Lenamond
Agenda Item:	Resolution 26-06 Authorizing the Jackson-Teton County Animal Shelter to Submit an Application for Old Bill's Fun Run	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review a resolution that would authorize the Jackson-Teton County Animal Shelter to submit an application to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2026.

Recommendations.

Staff recommend approval of the resolution.

Background.

Each year the Jackson-Teton County Animal Shelter submits an application to the Community Foundation of Jackson Hole's Old Bill's Fun Run. By participating in the Fun Run, the Animal Shelter may receive donations from the public as well as a partial matching grant from the Community Foundation. The application period opens Friday, May 1 at 9:00 am and ends Tuesday, May 19 at 5:00 pm. The Animal Shelter must receive approval from Council to submit an application.

Analysis & Key Questions.

Key Question: Does Council want the Animal Shelter to continue to be eligible for donations through Old Bill's Fun Run?

Possible Alternatives.

Council could deny adoption of the Resolution.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The Jackson-Teton County Animal Shelter received \$103,404 from participating in Old Bill's Fun Run in 2025.

Staff Impact.

Staff spent approximately 1 hour communicating internally regarding the Resolution and writing the Resolution and staff report.

Attachments or Links.

Resolution 26-06.

Suggested Motion.

I move to adopt Resolution 26-06 authorizing the Jackson-Teton County Animal Shelter to submit an application for The Community Foundation of Jackson Hole's Old Bill's Fun Run 2026.

RESOLUTION 26-06

**Authorizing the Jackson - Teton County Animal Shelter
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2026**

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson – Teton County Animal Shelter to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2026.

BE IT FURTHER RESOLVED that Keeley Buhler and Beata Simms are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2026.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular Meeting
Submitting Department:	Internal Services	Presenter:	Lynsey Lenamond
Agenda Item:	Resolution 26-07 Authorizing Victim Services to Submit an Application for Old Bill's Fun Run	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review a resolution that would authorize Victim Services to submit an application to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2026.

Recommendations.

Staff recommend approval of the resolution.

Background.

Each year Victim Services submits an application to the Community Foundation of Jackson Hole's Old Bill's Fun Run. By participating in the Fun Run, Victim Services may receive donations from the public as well as a partial matching grant from the Community Foundation. The application period opens Friday, May 1 at 9:00 am and ends Tuesday, May 19 at 5:00 pm. Victim Services must receive approval from Council to submit an application.

Analysis & Key Questions.

Key Questions: Does Council want Victim Services to continue to be eligible for donations through Old Bill's Fun Run?

Possible Alternatives.

Council could deny adoption of the Resolution.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

Victim Services received \$8,807.50 from participating in Old Bill's Fun Run in 2025.

Staff Impact.

Staff spent approximately 1 hour communicating internally regarding the Resolution and writing the Resolution and staff report.

Attachments or Links.

Resolution 26-07.

Suggested Motion.

I move to adopt Resolution 26-07 authorizing Victim Services to submit an application for The Community Foundation of Jackson Hole's Old Bill's Fun Run 2026.

RESOLUTION 26-07

**Authorizing Jackson-Teton County Victim Services
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2026**

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill's Fun Run 2026.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2026.

TOWN OF JACKSON

Arme O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	Administration & Finance	Presenter:	Kelly Thompson & Tyler Sinclair
Agenda Item:	Fiscal Year 2026 Budget - Amendment #3	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 \$3,207,479. Of this, \$257,606 are items not previously presented to Council shown in blue below. There are increased revenues of \$2,953,054, assigned to specific funds. Detailed budget amendments include:

- \$100,000 for server room due to exceeding budget.
 - This will be funded with reductions in the Town Hall generator capital item.
- \$31,256 increase for vehicle repairs and maintenance due to unforeseen repairs.
 - This will be funded with General Fund and Water Fund.
- \$27,500 increase for SCADA controls on thaw well due to adding a new exterior enclosure, tariffs on supplies, and additional work troubleshooting issues on new thaw wells.
 - This will be funded with Water Fund.
- \$27,000 increase for large format 3D printer and projector
 - This will be funded with Information Technology Services Fund.
- \$20,000 increase for building inspection professional services to increase staff capacity and expertise.
 - This will be funded with permit fees and General Fund
- \$16,750 increase for START seasonal housing at Adams Canyon due to increased number of rooms.
 - This will be funded with tenant rent and START Fund.
- \$5,000 increase for prisoner expense. This is due to the increase in direct costs billed from the Teton County Sheriff's Office/Jail.
 - This will be funded with General Fund.
- \$4,250 increase for new employee training.
 - This will be funded with Fleet Fund.
- \$4,000 increase for Zuercher application programming interface.
 - This will be funded with Information Technology Services Fund.
- \$500,000 for medical insurance increase. This is due to claims exceeding historical trends and participant growth. This increase will allow an adequate fund balance to finish FY26. Should April – June claims activity decrease down to historical norm, staff will only expend funds necessary to maintain an adequate fund balance. This will be funded from multiple funds based on staffing:
 - \$333,254 with General Fund

- \$91,210 with grant revenues and START Fund
- \$26,656 with Water Fund
- \$30,042 with Sewer Fund
- \$18,838 with Fleet Fund
- \$300,000 for the Town portion of Snow King Sports and Events Center improvements approved at the Regular Town Council Meeting – May 4, 2026.
 - This will be offset with a \$300,000 contribution from Center Management Inc.
- \$231,375 increase for employee revolving right of first purchase or rental through the Housing Trust approved at the [Regular Town Council Meeting - March 2, 2026](#) and Regular Town Council Meeting - May 4, 2026.
 - This will be funded with Employee Housing Fund.
- \$73,200 increase to purchase data storage hardware and software to expand storage capacity for the Town's existing data backup platform approved at the [Regular Town Council Meeting - January 5, 2026](#).
- \$30,000 increase for stormwater work plan discussed at the [Regular Town Council Workshop - April 20, 2026](#).
 - This will be funded with General Fund.
- \$10,000 increase for state legislative advisor contract approved at the [Regular Town Council Meeting - July 21, 2025](#).
- \$123,642 revenue increase for police contract services at the airport.
 - This revenue goes into the General Fund.

FY2025 Project Budget Rollover:

- \$2,411,798 for Gregory Lane (Complete St), offset with 2022 SPET revenue

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

Key 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 26-08 adopting amendments to the FY26 Budget.

Suggested Motion.

I move to approve Resolution 26-08 adopting amendments to the Fiscal Year 2026 budget as presented.

RESOLUTION 26-08

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	581,147	26,909	608,056
Town Attorney	860,268	10,630	870,898
Municipal Judge	400,031	4,727	404,758
Administration	1,304,762	13,053	1,317,815
Internal Services	1,373,524	16,909	1,390,433
Finance	999,508	20,309	1,019,817
External Affairs	670,672	8,702	679,374
Information Technology	1,018,457	17,404	1,035,861
Planning	1,125,678	17,156	1,142,834
Town Facilities	1,060,433	-	1,060,433
Police - Administration	898,868	15,877	914,745
Police - Information Technology	471,326	8,702	480,028
Police - Investigations	1,269,070	13,992	1,283,062
Police - Patrol	4,705,997	77,143	4,783,140
Police - Community Service	690,518	11,688	702,206
Police - Special Operations	25,820	-	25,820
Victim Services	477,022	13,053	490,075
Animal Shelter/Control	510,809	9,078	519,887
Building Inspections	615,304	33,053	648,357
Public Works Administration	683,799	41,928	725,727
Streets	2,600,467	44,060	2,644,527
Engineering	894,691	14,981	909,672
Yard Operations	58,603	-	58,603
Cemetery	116,139	-	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	39,344,951	419,354	39,764,305
Affordable Housing	644,985	-	644,985
Total Affordable Housing Fund	644,985	-	644,985
Parking Exactions Fund	96,420	-	96,420
Total Parking Exactions Fund	96,420	-	96,420
Parks Exactions	600,000	-	600,000
Total Park Exactions	600,000	-	600,000
Employee Housing Fund	984,893	231,375	1,066,230
Transfers out	150,038	-	150,038
Total Employee Housing Fund	1,134,931	231,375	1,366,306
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	1,809,326	29,556	1,838,882
START Operations	8,167,748	78,404	8,246,152
START Capital	7,389,999	-	7,389,999
START Transfers	466,478	-	466,478
Total START Fund Expenditures	17,833,551	107,960	17,941,511

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	13,987,799	2,211,798	16,199,597
Transfers Out	89,700	-	89,700
Total Capital Projects Fund	14,077,499	2,211,798	16,289,297
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	-	950	950
Total 2016 SPET	-	950	950
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	1,729,427	35,197	1,764,624
Water Wells	364,442	13,215	377,657
Water Billing & Accounting	381,838	-	381,838
Water Capital Outlay	8,702,703	27,500	8,730,203
Water Debt Service	66,970	-	66,970
Water Transfers Out	960,479	-	960,479
Sewage Plant Operations	915,489	7,962	923,451
Sewage Maint. & Operations	966,477	18,940	985,417
Sewage Billing & Accounting	374,795	3,140	377,935
Sewage Capital Outlay	7,683,924	-	7,683,924
Sewage Transfers Out	960,479	-	960,479
Total Enterprise Funds	23,107,023	105,954	23,212,977
Employee Insurance	4,164,260	-	4,164,260
Total Insurance Fund	4,164,260	-	4,164,260
Fleet Expenditures	2,765,265	23,088	2,788,353
Total Fleet Management Fund	2,765,265	23,088	2,788,353
Central Equipment Expenses	1,157,301	2,400	1,159,701
Total Central Equipment Fund	1,157,301	2,400	1,159,701
IT Services	2,160,756	104,600	2,265,356
Total IT Service Fund	2,160,756	104,600	2,265,356
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	10,000	1,219,214
Transfers In	2,657,474	-	2,657,474
Total General Fund	36,700,352	10,000	36,710,352
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	981,026	-	981,026
Transfers In	-	-	-
Total Employee Housing Fund	981,026	-	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	2,411,798	14,994,715
Charges for Services	2,143,700	-	2,143,700
Miscellaneous Revenue	217,885	-	217,885
Transfers In	1,118,768	-	1,118,768
Total START Fund Revenues	16,063,270	2,411,798	18,475,068
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	4,700	-	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	8,430,019	-	8,430,019
Charges for Services	2,958,916	500,000	3,458,916
Miscellaneous Revenue	74,000	-	74,000
Total Employee Insurance Fund	3,032,916	500,000	3,532,916
Charges for Services	2,634,113	31,256	2,665,369
Miscellaneous Revenue	(3,500)	-	(3,500)
Transfers In	92,302	-	92,302
Total Fleet Management Fund	2,722,915	31,256	2,754,171
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	(2,644,599)	(409,354)	(3,053,953)
Affordable Housing	293,800	-	293,800
Parking Exactions Fund	85,380	-	85,380
Parks Exactions Fund	(549,100)	-	(549,100)
Employee Housing Fund	(153,905)	(231,375)	(385,280)
Animal Care Fund	(59,800)	-	(59,800)
Lodging Tax Fund	378,932	-	378,932
Start Fund	(1,770,281)	2,303,838	533,557
Capital Projects	(1,350,773)	(2,211,798)	(3,562,571)
2010 SPET	(39,205)	-	(39,205)
2014 SPET	(794,919)	-	(794,919)
2016 SPET	13,600	(950)	12,650
2019 SPET	(7,683,420)	-	(7,683,420)
2022 SPET	1,429,000	-	1,479,000
Enterprise Funds	(14,677,004)	(105,954)	(14,782,958)
Employee Insurance Fund	(1,131,344)	500,000	(631,344)
Fleet Management Fund	(42,350)	8,168	(34,182)
Central Equipment Fund	(334,001)	(2,400)	(336,401)
IT Services Fund	(68,402)	(104,600)	(173,002)

PASSED, APPROVED, & ADOPTED this 4th day of May , 2026

Town of Jackson

By: _____
Arne O. Jorgenson
Mayor

ATTEST:

By: _____
Riley Hovorka
Town Clerk

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Municipal Code Updates Re: Public Property: Title 5. Business Licenses and Regulations Title 9. Public Peace, Morals, and Welfare	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider updates to provisions affecting public property in Jackson Municipal Code Titles 5 and 9.

Recommendations.

Staff recommend Council review the ordinance updates and consider enacting them.

Background.

On November 17, 2025 Council considered updating the Jackson Municipal Code to address use and damage to public property. Council concurred with staff recommendations on November 17, 2025 and directed staff to present ordinances for consideration. On April 6, 2026 Council approved the ordinances at first reading. On April 20, Council approved the ordinances on second reading.

Possible Alternatives.

- Council could choose not update Titles 5 and/or 9 at this time.
- Council could alter the draft language in the attached ordinances.

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 Code updates described in this staff report would have de minimis revenue impacts, which derive from potential adjustments to business licensing and administrative practices and workload.

Staff Impact.

Considerable. Staff invested approximately 70 hours on this item (Legal, Building & Planning, and Finance Departments).

Attachments or Links.

- Ordinance F
- Ordinance G

Suggested Motion.

I move to approve Ordinances F and G at third reading, and designate them 1457 and 1458, respectively

ORDINANCE F

AN ORDINANCE AMENDING TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.04, BUSINESS LICENSES – GENERALLY; CHAPTER 5.06, COMMERCIAL AND NONCOMMERCIAL SOLICITATION; CHAPTER 5.20, INSTALLATION PERMIT – EXPOSITIONS AND OUTDOOR SALES, AND CHAPTER 5.22, PERFORMERS OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Section 5.04.015, Definitions, of Chapter 5.04, Business Licenses – Generally of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

5.04.015 - Definitions.

...

B. *Business* includes all and every kind of lawful Business, trade, calling, profession, or occupation, ~~including solicitation and performing.~~

...

(Ord. ____ § ____, 2026; Ord. 1281 § 1, 2021).

SECTION II.

Section 5.04.027, Applications – Initial and renewal, of Chapter 5.04, Business Licenses – Generally, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

5.04.027 - Applications – Initial and renewal.

...

E. There shall be no pro-rated reduction of ~~the an~~ annual fee based on the time of year when a license or permit is renewed.

...

(Ord. ____ § ____, 2026; Ord. 1281 § 1, 2021).

SECTION III.

Section 5.04.110, Merchandise sales from public property, of Chapter 5.04, Business licenses – Generally, of Title 5, Business Licenses and Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

5.04.110 - Merchandise sales from public property.

No person shall place upon or cause to be placed upon any right-of-way in the limits of the Town any goods, wares, or merchandise, for sale, ~~to solicit business,~~ or for show, nor suspend the same within or above ~~the~~ any right-of-way, except where the same may be temporarily permitted and licensed from time to time by Town Council. This section shall not apply to a

Performer displaying or offering for sale the Performer's ~~with the exception of a Performers own~~ artistic works when such works are a part of, or directly related to ~~that are part of a~~ Performance as defined in 5.22, as amended.

(Ord. ____ § ____, 2026; Ord. 1281 § 1, 2021).

SECTION IV.

Section 5.04.130, Denial, revocation and suspension, of Chapter 5.04, Business Licenses – Generally, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

5.04.130 - Denial, revocation and suspension.

...

B. When the Town Manager, or their designee, deems that a license or permit issued hereunder shall be denied, suspended, or revoked, the procedure shall be as follows:

1. The licensee/permittee shall be notified by the Town Manager, or their designee, in writing, sent via certified mail; such notice shall be sent at least 15 days prior to the action contemplated, setting forth the reasons therefor. The licensee or permittee shall be notified by the Town Manager, or their designee, in writing, via certified mail; for a denial, such notice shall be sent contemporaneously with the denial, and for a suspension or revocation, such notice shall be sent at minimum 21 days prior to the effective date of the suspension or revocation and shall state the effective date of the suspension or revocation; and such notices shall include the reasons for the denial, suspension or revocation.
2. Upon receipt of the notice, the licensee /or permit holder may request a hearing before the Town Council. Such request shall be in writing and shall must be received by the Town Manager, or their designee, within 21 15 days of the postal date of the denial, suspension, or revocation notice; failure on the part of the licensee /or permittee to request a hearing in writing and within the specified time period shall be deemed a waiver of their right to a hearing.
3. If a hearing is requested by the licensee/ permittee, the Town Manager, or their designee shall set the time, date and location, which shall be within 45 days of receipt of the notice requesting such. The Town Manager, or their designee, shall notify the licensee/permittee in writing, via certified mail, of the hearing. If a hearing is requested by the licensee or permittee, the Town Manager, or their designee, shall set the time, date, and location of the hearing, within 45 days of receipt of the notice requesting such. The Town Manager, or their designee, shall notify the licensee or permittee in writing, via certified mail, of the hearing, which notice shall also provide that any suspension or revocation of a license shall be stayed until after the hearing.
4. ...
5. The Town Manager, or their designee, shall notify the licensee /or permittee in writing, by certified mail, of the Town Council decision as the result of the hearing.

...

(Ord. ____ § ____, 2026; Ord. 1281 § 1, 2021; Ord. 930 § 1, 2009; Ord. 860 §§ 3, 6, 2008; Ord. 821 § 1, 2006; Ord. 670 § 6, 2000; Ord. 667 §§ 1–5, 2000; Ord. 218 § 1, 1977; Ord. 148 §§ 1, 4, 6, 14, 17, 18, 1972).

SECTION V.

Section 5.06, Commercial and Non-Commercial Solicitation, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

CHAPTER 5.06 COMMERCIAL AND NONCOMMERCIAL SOLICITATION CANVASSING AND SOLICITATION

5.06.110 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

As used in this Chapter, the following words have the meanings indicated:

- A. *Canvasser* means a person who attempts to make personal contact with a person in the Town without prior specific invitation or appointment, for the noncommercial primary purpose of:
 - 1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause.
 - 2. Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service.
- B. *Knowingly* means with respect to the conduct or circumstance described in this Section that a person is aware that such person's conduct is of that nature or that the circumstances exist. With respect to the result of such conduct, this means that a person is aware that such person's conduct is practically certain to cause the result.
- C. *Obscene* means patently offensive description of ultimate sexual acts or solicitation to commit ultimate sexual acts, whether or not said ultimate sexual acts are normal or perverted, actual or simulated.
- D. *Obstruct* means any act or conduct which opposes, obstructs, prevents or attempts to prevent, interferes with, hinders or impedes the actions of another.
- A.E. *Panhandle* means to knowingly approach, accost, stop, or make a request of another person in a public place and solicit that person, whether by spoken words, bodily gesture, written signs or other means, for a gift of money or thing of value. It does not mean to passively stand or sit with a sign or other indication that one is seeking donations without addressing any solicitation to any specific person, other than in response to an inquiry by that person.
- F. *Residence* means a private Residence in the Town, including, but not limited to, condominium units and apartments, and shall include the yards, grounds or hallways, thereof.
- G. *Solicitor* means a person who attempts to make personal contact with a person at their residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service, whether or not the goods or services are actually delivered at the time of sale.

~~— *Commercial Solicitation* means attempting to make personal contact with any person, whether or not the person making the contact receives any contribution or makes any sale, without prior invitation by or appointment with the resident, for the primary purpose of:~~

- ~~1. Attempting to sell, for present or future delivery, any goods, wares or merchandise, newspaper or magazine subscriptions, or any services to be performed immediately or in the future, whether or not the person has, carries or exposes a sample of such goods, wares or merchandise, and whether or not they are collecting advance payments for such sales and services;~~
- ~~2. Seeking or attempting to obtain contributions of money or any other thing of value for the benefit of any association, organization, corporation, or program, excluding those defined under Door to Door Noncommercial Solicitation; or~~
- ~~3. Personally delivering to the resident a handbill or flyer advertising a commercial event, activity, good, or service that is offered to the resident for purchase at a location away from the Residence or at a future time.~~

~~B. *Door to Door Commercial Solicitation* means attempting to make personal contact with any person at a private Residence for the purposes of Commercial Solicitation, as herein defined.~~

~~C. *Noncommercial Solicitation* means attempting to make personal contact with any person at their Residence without prior specific invitation by or appointment with the resident, for the primary purpose of:~~

- ~~1. Seeking or asking for a gift or donation for a Public Entity or nonprofit organization exempt from federal income tax under 26 U.S.C. 501(c);~~
- ~~2. Soliciting the sale of goods, wares or merchandise for present or future delivery, or the sale of services to be performed immediately or in the future, with the entire proceeds of such sale to be paid directly to, or used exclusively for the benefit of, a Public Entity or nonprofit organization exempt from federal income tax under 26 U.S.C. 501(c);~~
- ~~3. Personally delivering to the resident a handbill or flyer advertising a not-for-profit event, activity, good or service;~~
- ~~4. Distribution of religious materials and information on behalf of a religious organization;~~
- ~~5. Door-to-door canvassing and pamphleteering as a vehicle for the dissemination of ideas, or views or opinions by one engaged in political activities as a candidate or on behalf of a candidate in a recognized federal, state or local election, or on behalf of an issue on an upcoming ballot.~~

~~D. *Door to Door Noncommercial Solicitation* means attempting to make personal contact with any person at a private Residence for the purposes of Noncommercial Solicitation, as herein defined.~~

~~E. *Public Entity* means the United States of America, the State of Wyoming, and any county, municipality, school district, special district, and any other kind of district, agency, instrumentality, or political subdivision thereof organized pursuant to law, and any separate entity created by intergovernmental~~

~~contract or cooperation only between or among the federal, state, county, municipality, school district, special district, and every other kind of district, agency, instrumentality, or political subdivision thereof.~~

(Ord. ____ § __, 2026; Ord. 1281 § 1, 2021).

5.06.120 Prohibited solicitation.

- A. ~~It is hereby declared to be the policy of the Town that the occupant or o~~The occupant(s) of Residences in the Town shall make the determination of whether Canvassers or Solicitors shall be, or shall not be, invited to their Residence.
- B. No person may engage in ~~Door-to-Door Commercial S~~solicitation or canvassing at any Residence ~~without prior invitation from the occupant~~ if the Residence prominently displays a notice stating, "No ~~Commercial~~ Solicitors" or "No ~~Commercial~~ Solicitation" on or near the main entrance or door to ~~any dwelling unit in~~ the Residence. This applies equally to all Solicitors and Canvassers, regardless of the message or product.
- C. No person may remove any sign, notice, or sticker that gives notice to visitors that the occupant of the Residence does not invite solicitors or canvassers. No person may engage in any Door-to-Door Commercial or Noncommercial Solicitation upon any Residence without prior invitation from the occupant thereof if the Residence prominently displays a notice stating, "No Solicitors" or "No Solicitation" on or near the main entrance or door to any dwelling unit in the Residence.
- ~~D. No person may engage in Door-to-Door Commercial or Noncommercial Solicitation at any Residence after the owner or occupant asks the person to leave the Residence.~~
- ~~E~~D. No person may obstruct ~~pedestrian or vehicular~~ traffic on a sidewalk, pathway, street, or bike lane by walking, standing, sitting, lying, or placing an object in such a manner as to block passage by another person ~~or a vehicle~~, or to require ~~another person or driver of a vehicle~~that other person to take evasive action to avoid physical contact (whether the other person is walking, biking, driving, or operating another type of lawful device). ~~Acts authorized as an exercise of one's constitutional right to picket or to legally protest shall not constitute obstruction of pedestrian or vehicular traffic.~~
- E. No person, business, or other entity may attract or attempt to attract people to a place of business by calling, shouting, hawking, ringing any bells, horn, sounding any siren or other noisemaking device, or by waving, hailing, or otherwise signaling to passersby, or by touching or physically detaining them.
- ~~F. No person may erect any structure, display or other object on any public sidewalk, highway or street without approval from the Town Council.~~

(Ord. ____ § __, 2026; Ord. 1281 § 1, 2021).

5.06.130 ~~Commercial s~~Solicitation license required.

No person shall act as a Solicitor within the Town without first getting a license from the Town in accordance with this Chapter. It shall be unlawful for any person to engage in Door-to-Door Commercial

~~Solicitation at a private Residence, or Commercial Solicitation on streets, highways or sidewalks located in the Town, except for a merchant conducting a sale as permitted elsewhere by the Town's code, without first obtaining a license issued by the Town Manager, or their designee. Unless authorized or permitted pursuant to the terms and provisions of this chapter, the practice of being in and upon private residential property within the Town by door to door commercial solicitors is prohibited.~~

(Ord. ___ § __, 2026; Ord. 1281 § 1, 2021).

5.06.140 No license required for ~~noncommercial solicitation~~ Canvassers.

Canvassers are not required to get licensed but may do so for the purpose of reassuring Town residents of the Canvasser's good faith.~~Persons engaged in Noncommercial Solicitation are not required to obtain a license.~~

(Ord. ___ § __, 2026; Ord. 1281 § 1, 2021).

5.06.145 Panhandling

It shall be unlawful for any person to Panhandle if such panhandling occurs:

A. In a manner that involves knowingly engaging in conduct toward the person solicited that is intimidating, threatening, coercive, or obscene and that causes the person solicited to reasonably fear for their safety;

B. In a manner that involves the person panhandling knowingly directing fighting word, profane, or abusive language to the person solicited and that causes the person solicited to reasonably fear for their safety;

C. In a manner that involves the person panhandling knowingly touching, grabbing or causing physical contact without the person's consent in the course of soliciting; or

D. On a sidewalk or other public passageway in a manner that blocks, obstructs, or interferes with the safe or free passage of the person solicited or that requires the person solicited to take evasive action to avoid physical contact with the person panhandling.

(Ord. ___ § __, 2026).

5.06.150 Solicitation, Canvassing, and Panhandling on a highway or street.

Regardless of the purpose or content of the solicitation, canvassing, or panhandling and solely to ensure public safety, No person shall stand on a highway or street for the purpose of ~~Commercial or Noncommercial~~ Solicitation, ~~or canvassing, or panhandling~~ except:

- A. A~~The~~ person is 16 years of age or ~~more older~~ wearing a high visibility vest; and
- B. The person is ~~S~~standing in an area designated a location~~by the Town, based on the~~ that is safe for the individual and for safety of the highway canvasser or solicitors and the safety of motorists, and taking into account the orderly flow of traffic and lack of interference with the operation of official traffic control devices; and. ~~Prospective highway or street solicitors must~~

~~request approval from the Town Council of the designated location for highway or street solicitation;~~

- C. ~~It is between 30 minutes after sunrise to 30 minutes before sunset. If the Town Council permits the solicitation, the Town Manager, or their designee, shall issue a one-day license for the highway solicitation, subject to the following limitations.~~

- ~~1. No more than one highway solicitation license will be issued for the same date at the same intersection;~~
- ~~2. No highway solicitation license will be issued to the same applicant on more than two dates in any given calendar month and no more than four days during any calendar year;~~
- ~~3. The applicant or licensee must file a current certificate of liability insurance with the Town Clerk, insuring the soliciting agency against any claims for injuries or damage to property which is causally related to an act of ordinary negligence of the soliciting agency, naming the Town as an additional primary insured, and providing aggregate limits of not less than \$1,000,000.00;~~
- ~~4. Highway and street solicitation must take place during daylight hours when traffic has come to full stop;~~
- ~~5. Highway solicitation is prohibited when it interferes with the orderly flow of traffic, including:~~
 - ~~i. 7:00 a.m. to 9:00 a.m., Monday through Friday;~~
 - ~~ii. 4:00 p.m. to 6:00 p.m., Monday through Friday; and~~
 - ~~iii. Such other times as determined by any police officer, fireman, or other person authorized by a local or state authority to direct, control, or regulate traffic.~~
- ~~6. The solicitor is liable for any injuries to any person or property during highway solicitation which is causally related to an act of ordinary negligence of the solicitor.~~

(Ord. ___ § __, 2026; Ord. 1281 § 1, 2021).

5.06.160 Repealed Limit on hours of door-to-door solicitation.

~~It shall be unlawful for any person to engage in Door-to-Door Commercial Solicitation at a Residence, or Commercial Solicitation on any highway, street or sidewalk in the Town, between the hours of 9:00 p.m. and 9:00 a.m.~~

(Ord. ___ § __, 2026; Ord. 1281 § 1, 2021).

5.06.170 Constitutional rights.

Nothing in this chapter shall be interpreted or enforced to deprive any person of any rights guaranteed under the constitutions of the State of Wyoming or the United States.

(Ord. 1281 § 1, 2021).

SECTION VI.

Section 5.20.020, Expositions and outdoor sales, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

5.20.020 - Expositions and outdoor sales.

A. Except those holding a general business license pursuant to this Code, any person engaged in the business of conducting an exposition, exhibit, or sale of any merchandise or product, ~~including artifacts and art objects,~~ at an outdoor or indoor event, exposition or sale, or at an indoor exposition or bazaar, where ~~two~~ one or more persons or Businesses gathered together for such purpose, shall obtain an Exposition License prior to the event ~~pay a business license fee in an amount established by resolution.~~

1. The applicant shall:

a. Submit an application pursuant to Chapter 5.04. 27 at least twenty days prior to the event.

b. Limit their event(s) to no more than 15 days per calendar year, which may or may not be consecutive. No Person or Business may exceed the 15-day annual maximum regardless of how many exposition licenses are obtained.

c. Notify each participant in writing, prior to accepting any application or approving participation in the event, exposition, bazaar, exhibit or sale, that the participant is responsible for submitting the following on or before the 21st day of the month following the event:

i. A report of total sales to be delivered to the organization; and

ii. A check, payable to the Wyoming Department of Revenue, for the sales tax percentage required under the guidelines as specified by the Wyoming Department of Revenue.

de. Be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the 30th day of the month following the event, exposition.

ed. Acquire and keep on file names, addresses and phone numbers of all participants.

A. Fees. Fees for Exposition Licenses are hereby established and shall be in an amount set by resolution. In the event that the outdoor exposition, indoor exposition, bazaar, exhibit or sale, as defined in subsection A of this section, where

1. If no less than 90% of the participating vendors are nonprofit entities the fee shall be the nonprofit fee set forth in resolution if the applicant provides proof of the nonprofit status of the participating vendors in accordance with the Internal Revenue Code of the United States.

2. If more than 10% of the vendors participating in an event are for-profit entities, the fee shall be the for-profit fee set forth in resolution.

a. applicant is a nonprofit organization, the applicant shall provide proof of its nonprofit status in accordance with the Internal Revenue Code of the United States and such applicant may purchase an umbrella exposition license pursuant to the fees established by resolution upon the following conditions:

1. Not less than 75 percent of the net profits of such exposition or sale shall be retained by the nonprofit organization benefiting from the event.

2. The nonprofit organization complies with all of the conditions set forth in subsection A of this section.

(Ord. ____ § ____, 2026; Ord. 1281 § 1, 2021; Ord. 895 § 1, 2008; Ord. 860 § 8, 2008; Ord. 825 § 1, 2006; Ord. 671 § 2, 2000; Ord. 626 § 1, 1999; Ord. 593 § 1, 1998; Ord. 402 § 1, 1990; Ord. 344 § 1, 1985; Ord. 337 § 1, 1985; Ord. 333 § 1, 1984; Ord. 330 § 1, 1984; Ord. 312 § 1, 1983; Ord. 148 § 23, 1972).

SECTION VII.

Section 5.22.030, Cooperative Performances; limit on number of street Performers, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

5.22.030 – Cooperative Performances; limit on number of street Performers.

...

C. The provisions of this subsection shall not relieve any Performer in a cooperating street Performance from complying with the regulations contained in Section 5.22.~~0690~~040.

...

(Ord. ____ § ____, 2025; Ord. 1281 § 1, 2021).

SECTION VIII.

Section 5.22.040, Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

5.22.040 - Regulations.

...

K. Performers may accept voluntary contributions of money or property at their Performance in exchange for their artistic Performance ~~and may sell audio or video recordings of their~~ Performers may sell their own artistic works connected to the Performance. Performers shall not sell any other goods, wares, or works of art, or conduct any other service on public property in connection with a Performance. It is unlawful for a Performer to charge a fee for a Performance. For purposes of this Section, the charging of a fee for a Performance includes the act of requiring a person to pay for the Performance, whether in advance or after the fact, but does not include the act of soliciting or requesting voluntary tips or donations, the act of making available a receptacle for tips or donations, or the act of receiving voluntary tips or donations.

...

(Ord. ____ § ____, 2026; Ord. 1281 § 1, 2021).

SECTION IX.

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

SECTION X.

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

SECTION XI.

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 XII.

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 AND APPROVED 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

_____, 2025.

ATTEST:

BY: _____

Riley Hovorka, Town Clerk

ORDINANCE G

AN ORDINANCE AMENDING CHAPTER 9.52, INJURY TO OR DESTRUCTION OF PUBLIC PROPERTY, OF TITLE 9, PUBLIC PEACE, MORALS AND WELFARE, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Section 9.52.050, Definitions, of Chapter 9.52, Injury to or Destruction of Property, of Title 9, Public Peace, Morals and Welfare, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

A. ~~A.~~ Public Property means any personal or real property or other asset(s) owned, maintained, or controlled by governmental entities on behalf of the public publicly owned property within the Town ~~of Jackson or property that is open to the general public~~, and includes, but is not limited to, any building, railing, bench, sign, notice, placard, monument, stake, post, boundary marker, wall or rock border, structure, equipment, facilities, or appurtenances thereof, or any park, playground, sidewalk, road, street, alley, way, curb, vacant lot, undeveloped tract, or any part of any public right-of-way, including those devoted to any planting or park-like use.

...

(Ord. § , 2026; Ord. 1317 § 1(Exh. A), 2022)

SECTION II.

Section 9.52.060, Unlawful acts on and against public property, of Chapter 9.52, Injury to or Destruction of Property, of Title 9, Public Peace, Morals and Welfare, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

A. It is unlawful for any person on any Public Property to knowingly or, and without authority do any of the following acts:

1. ~~Buildings and other property.~~ Deface, injure, interfere, tamper with, remove, displace, disfigure, cut, write-on, mark, paint, sticker, or destroy any Public Property. building, railing, bench, signs, notices, placards, monuments, stakes, posts, boundary markers, wall or rock border, structures, equipment, facilities, or appurtenances thereof.
2. ~~Public utilities.~~ Deface, injure, interfere, tamper with, remove, displace, or destroy any paving, paving material, curb marking, water line, or any facilities or property and equipment of any public utilities or parts or appurtenances thereof.

~~32. Restrooms and washrooms.~~ Fail to cooperate in maintaining ~~restrooms and washrooms~~ in a neat and sanitary condition any public restrooms or washrooms.

~~34. Removal of natural resources. To-d~~ Dig or remove any sand, soil, rock, stones, trees, shrubs, or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting, or other means on Public Property.

~~45. Erection of structures.~~ Construct or erect any building, tent, fly, windbreak, or structure of whatever kind, whether permanent or temporary in character, ~~any tent, fly or windbreak~~, or run or string any rope, cord, or wire into, upon, or across, any Public Property, except ~~on-with~~ aspecial permit issued by the Town ~~Council~~.

~~56. Public urination.~~ Urinate or defecate on Public Property, except in a public restroom.

~~67. Parks, trees, shrubbery, plants.~~ Damage, cut, carve, burn, transplant, or remove any tree or plant, injure the bark of any tree, or pick the flowers or seeds of any tree or plant on Public Property. No person shall dig or otherwise disturb, or in any other way injure or impair the natural beauty or usefulness of any public park area. Nor shall any person attach any rope, wire, or other contrivance to any tree or plant, with the exception that slacklining is allowed in Town parks, other than Miller Park and George Washington Park (Town Square), subject to the following rules and guidelines:

- a. In the event metal poles have been placed in a Town park, slacklines shall be attached to the metal poles and not attached to trees;
- b. In the event metal poles are unavailable in a Town park, slacklines shall only be attached to trees greater than 12 inches in diameter;
- c. Slacklines shall be secured utilizing proper tree protection with no wire cables directly in contact with the tree;
- d. Slacklines shall be completely removed when not in use;
- e. Slacklines shall not be left unattended; and,
- f. Slacklines shall be placed to not interfere with pedestrian traffic or other park use

~~78. Climbing trees and structures.~~ Climb any tree, or climb, walk, stand, or sit upon monuments, fountains, railings, fences, planted areas, or upon any other Public Property not designed or customarily used for such purposes.

~~89. Interfering with traffic.~~ Stand, sit, or lie in or upon any street, sidewalk, stairway, or crosswalk so as to prevent free passage of persons or Vehicles passing over, along or across any street, alley, public way, sidewalk, stairway or crosswalk.

~~910. Refuse, trash, and littering.~~ Drop, throw, place, discard, dump, leave, or otherwise deposit any bottles, broken glass, garbage, ashes, paper, boxes, cans, dirt, rubbish, waste, refuse, or other trash on Public Property, except in waste containers provided, ~~therefore~~. No such refuse or trash

shall be placed in any waters in or contiguous to any park, or planted area, or left anywhere on the grounds thereof.

~~11. Loitering and boisterousness. (Repealed.)~~

~~102. Merchandise sales.~~ Offer for sale or for show any goods or merchandise, or place any stand, cart, or vehicle for the transportation, sale, [solicitation of business](#), or display of any such goods or merchandise [on Public Property](#), without first obtaining ~~an appropriate license or permit~~ [a Town license](#).

~~13. Begging. (Repealed.)~~

~~14. Advertising in a park. (Repealed.)~~

~~115. Signs.~~ Paste, glue, tack, or otherwise post any sign, placard, advertisement, or inscription, or erect or cause to be erected any sign whatever on any [Public Property](#). ~~public lands or highways or roads.~~

(Ord. [§](#) , 2026; Ord. [1317](#) § 1(Exh. A), 2022; Ord. 1059 § 1, 2014).

SECTION III

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

SECTION IV.

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

SECTION V.

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 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 AND APPROVED 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.

ATTEST:

BY: _____

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Municipal Code Update: Amending Water and Sewer Rates	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider amendments to water and sewer rates & fees in Title 13 of the Town of Jackson Municipal Code.

Recommendations.

Staff recommend the Council review the ordinance and consider enacting them.

Background.

Council approved the first reading of Ordinance B, an ordinance amending water and sewer rates & fees in Title 13 of the Town of Jackson Municipal Code, on April 20, 2026.

Analysis & Key Questions.

The key policy questions and analysis regarding amending the water and sewer rates and fees in Title 13 were discussed, and resolved, by Council on March 16, 2026.

Possible Alternatives.

The Council has the option to:

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

Comprehensive Plan & Priority Alignment.

- Principle 1.2 – Preserve and enhance surface water and groundwater quality
- Principle 2.5 – Conserve energy through waste management and water conservation
- Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.

The proposed water and sewer rate increases will affect all users of the Town's utility system. For new development, there will be a fiscal impact of increased water and sewer capacity fees (5.2%) for connecting to the Town's water and sewer systems. For water users, there will be a 25% increase in the water volume and base charges and for sewer users there will be a 10% increase in the sewer volume and base charges. Additionally, there will be a 5.2% increase to the 3 Creek Capital Replacement charge and a 10% increase to Septic Dump Station fees.

Staff Impact.

Staff impact for this item required roughly 30 hours of staff time for the Public Works Director and Town Engineer to review existing use data, design a new master meter rate structure, and analyze the proposed rate amendments.

Attachments or Links.

- Ordinance B

Suggested Motion.

I move to approve Ordinance B on second reading.

ORDINANCE B

AN ORDINANCE AMENDING SECTIONS 13.04.050 SUPPLY — HOW OBTAINED—CAPACITY FEES, 13.04.300 WATER RATES, OF CHAPTER 13.04, WATER SYSTEM, AND SECTIONS 13.08.013 WASTEWATER RATES, 13.08.020 WASTEWATER CAPACITY FEES, AND 13.08.070 PERMIT FOR SEPTIC TANK PUMPING, OF CHAPTER 13.08, SEWERAGE DISPOSAL SYSTEM, OF TITLE 13, UTILITIES, REGARDING ADJUSTING UTILITY RATES, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION 1.

Sections 13.04.050 Supply—How obtained—Capacity fees, 13.04.300 Water rates, 13.08.013 Wastewater rates, 13.08.020 Wastewater capacity fees, and 13.08.070 Permit for septic tank pumping, of Chapter 13.04, Water System, of the Municipal Code of the Town of Jackson are hereby amended as follows:

13.04.050 Supply—How obtained—Capacity fees.

A. . . .

- B. *Nonresidential.* All nonresidential Water Users, whether within the Town of Jackson's corporate boundaries, outside the Town's corporate boundaries or those with a specific rate set forth in Section 13.04.300, shall pay water capacity fees for each meter, which must include a domestic meter and may include an irrigation meter, according to the following fee schedule:

Nonresidential Water Capacity Fees	
Size of the Water Meter	Capacity Fee* per meter installed
¾ inch	\$ 3,455.00 <u>3,284.00</u>
1 inch	5,768.00 <u>5,483.00</u>
1 ½ inch	11,503.00 <u>10,934.00</u>
2 inch	18,409.00 <u>17,499.00</u>
3 inch	36,853.00 <u>35,031.00</u>
4 inch	57,577.00 <u>54,731.00</u>
6 inch	115,120.00 <u>109,430.00</u>
8 inch	184,200.00 <u>175,095.00</u>
<u>10 inch</u>	<u>264,895</u>
<u>12 inch</u>	<u>495,205</u>

* Capacity fees for compound meters shall be based on the size of the largest meter.

- C. *Residential.* All residential and multi-family Water Users, whether within the Town of Jackson's corporate boundaries, outside the Town's corporate boundaries or those with a specific rate set forth in Section 13.04.300, shall pay the total of the below water capacity fee components according to the following fee schedule:

Residential and Multi-Family Water Capacity Fees		
Type*	Capacity Fee	
Component 1:		
1 Bedroom/Studio	\$	<u>783.00</u> 744.00
2 Bedroom		<u>1,173.00</u> 1,115.00
3 Bedroom		<u>1,564.00</u> 1,487.00
	+	
Component 2:		
Each Additional Bedroom or Unfinished Room per 400 sq. ft.		<u>390.00</u> 371.00
	+	
Component 3:		
Irrigation per 1,000 Square Feet of Landscaped Surface Area		<u>451.00</u> 429.00

* Definitions for the terms used in the "Type" column are those set forth in the Town of Jackson Land Development Regulations, as amended.

D. . . .

E. . . .

F. . . .

(Ord. ____ § 1, 2026; Ord. 1376 § I, 2024; Ord. 1358 § I, 2023; Ord. 1319 § I, 2022; Ord. 1271 § 1, 2020; Ord. 1071 § 1, 2014; Ord. 992 § 1, 2011; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008; Ord. 743 § 2, 2003; Ord. 664 § 3, 2000; Ord. 538 § 1, 1996; Ord. 410 § 1, 1990; Ord. 270 § 1, 1980).

13.04.300 Water rates.

- A. Water rates for Water Users within the Town of Jackson's corporate boundaries and those outside the Town's corporate boundaries that do not have a specific rate set forth in this Section 13.04.300 shall include two charges per meter according to the following fee schedule:

Base Charges	
Monthly fixed charge based on meter size	
¾ inch	\$ <u>15.74</u> 12.59
1 inch	<u>23.45</u> 18.76
1 ½ inch	<u>40.84</u> 32.67
2 inch	<u>62.41</u> 49.93
3 inch	<u>123.63</u> 98.90
4 inch	<u>189.83</u> 151.86
6 inch	<u>371.58</u> 297.26
8 inch	<u>592.91</u> 474.33
<u>10 inch</u>	<u>928.41</u>
<u>12 inch</u>	<u>1,699.79</u>

* A base charge will be charged for each meter size comprising a compound meter.

** All meters, including meters for irrigation, shall be charged a base fee according to meter size.

*** Base charges include 2,000-gallon minimum usage.

User Charges		
Type of Meter	Tiers (gallons)	\$/1,000 gallons
Residential	0—2,000	\$ 0.00
	2,001—6,000	<u>1.76</u> 1.41
	6,001—25,000	<u>3.96</u> 3.17
	25,001—50,000	<u>6.18</u> 4.94
	50,001—100,000	<u>8.38</u> 6.70
	Over 100,000	<u>10.58</u> 8.46
Multi-Family	0—2,000	\$ 0.00
	Over 2,000	<u>3.04</u> 2.43
Nonresidential	0—2,000	\$ 0.00
	Over 2,000	<u>3.04</u> 2.43
Irrigation Only	0—2,000	\$ 0.00
	Over 2,000	<u>3.96</u> 3.17

* Mixed-use buildings will be charged at the nonresidential rate in the table above.

B. . . .

- C. Water sold from the Commercial Filling Station located on Snow King Avenue shall include charges according to the following fee schedule. An account with the Town is required, and pre-payment of an initial fee, in order to access this water supply.

User Charges	
Type of User	\$/1,000 gallons
Non-Town User (private, commercial, nonprofit, other government agencies, quasi-government organizations)	\$ <u>12.50</u> 10.00
Town of Jackson User (its agents, contractors)	<u>7.31</u> 5.85

- D. Master Meter Residential Water rates for Water Users within the Town of Jackson's corporate boundaries and those outside the Town's corporate boundaries shall include charges according to the following fee schedule:

User Charges			
Type of Meter	Tiers (gallons)	Water Allocation ¹	\$/1,000 gallons
Residential Master Meter	0—2,000		\$ 0.00
	<u>2,001—6,000</u>		<u>1.76</u>
	<u>6,001—25,000</u>		<u>3.96</u>
	<u>25,001—50,000</u>		<u>6.18</u>
	<u>50,001—100,000</u>		<u>8.38</u>
	<u>Over 100,000</u>		<u>10.58</u>

¹Water allocations by tier multiplied by the number of active taps and applied to the master meter monthly volume charge.

ED. Water rates for Water Users within the 3 Creek Ranch Subdivision in Teton County, Wyoming shall include two charges per meter according to the following fee schedules:

3 Creek Base Charges			
Monthly fixed charge based on meter size	Base Rate	Replacement Charge	Total
¾ inch	\$ 19.40 15.52	\$ 22.08 20.99	\$ 41.48 36.51
1 inch	28.85 23.08	22.08 20.99	50.93 44.07
1 ½ inch	50.34 40.27	22.08 20.99	72.42 61.26
2 inch	76.94 61.55	22.08 20.99	99.02 82.54
3 inch	152.40 121.92	22.08 20.99	174.48 142.91
4 inch	234.00 187.20	22.08 20.99	256.08 208.19
6 inch	458.05 366.44	22.08 20.99	480.13 387.43
8 inch	730.90 584.72	22.08 20.99	752.98 605.71

* Are assessed per service line connection.

** All meters, including meters for irrigation, shall be charged a base fee according to meter size.

*** A base charge will be charged for each meter size comprising a compound meter.

**** Base charges include 2,000-gallon minimum usage.

3 Creek User Charges		
Type of Meter	Tiers (gallons)	\$/1,000 gallons
Residential	0—2,000	\$ 0.00
	2,001—6,000	2.89 2.31
	6,001—25,000	6.50 5.20
	25,001—50,000	10.11 8.09
	50,001—100,00	11.55 9.24
	Over 100,000	14.44 11.55
Nonresidential	0—2,000	\$ 0.00
	Over 2,000	2.89 2.31
Metered Irrigation	0—2,000	\$ 0.00
	2,001—25,000	6.50 5.20
	25,001—50,000	10.11 8.09
	50,001—100,00	11.55 9.24
	Over 100,000	14.44 11.55

* Mixed use buildings will be charged at the nonresidential rate in the table above.

(Ord. ____ § 1, 2026; Ord. 1436, § I, 2025; Ord. 1358 § I, 2023; Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Res. 8-19, 2018; Res. 17-03, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Ord. 1039 § 1, 2013; Ord. 1018 § 1, 2013; Ord. 1008 § 1, 2012; Ord. 999 § 1, 2012; Res. 11-12, 2011; Ord. 992 § 1, 2011; Res. 10-24, 2010; Res. 09-29, 2009; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008; Ord. 833 § 1, 2006; Ord. 804 § 1, 2005; Ord. 743 § 2, 2003; Ord. 664 § 18, 2000; Ord. 588 § 1, 1996; Ord. 551 § 1, 1996; Ord. 539 § 1, 1996; Ord. 479 § 1, 1994; Ord. 381 § 1, 1988; Ord. 370 § 1, 1987; Ord. 270 § 2, 1980; Ord. 97A § 2, 1972; Ord. 97 § 30, 1966).

13.08.013 Wastewater rates.

- A. Wastewater rates for customers within the Town of Jackson's corporate boundaries and those outside the Town's corporate boundaries that do not have a specific rate set forth in this Section 13.08.013 shall include two charges to the applicable meter according to the following fee schedules:

Base Charges	
Monthly fixed charge based on meter size	
¾ inch	\$ 14.13 <u>12.85</u>
1 inch	17.88 <u>16.25</u>
1 ½ inch	28.89 <u>26.26</u>
2 inch	38.72 <u>35.20</u>
3 inch	65.27 <u>59.34</u>
4 inch	99.14 <u>90.13</u>
6 inch	179.07 <u>162.79</u>
8 inch	275.28 <u>250.26</u>

* Based on largest water meter size for compound water meters or sewer meter size.

** Base charges include 2,000-gallon minimum.

Customer Class	mg/L	Flow	BOD	TSS	Total
1	0—250	\$ 1.85 <u>1.68</u>	\$ 0.52 <u>0.47</u>	\$ 0.42 <u>0.38</u>	\$ 2.79 <u>2.53</u>
2	251—550	1.85 <u>1.68</u>	0.86 <u>0.78</u>	0.86 <u>0.78</u>	3.57 <u>3.24</u>
3	551—850	1.85 <u>1.68</u>	1.51 <u>1.37</u>	1.55 <u>1.41</u>	4.91 <u>4.46</u>
4	851—1,150	1.85 <u>1.68</u>	2.17 <u>1.97</u>	2.26 <u>2.05</u>	6.28 <u>5.70</u>
5	1,151—1,450	1.85 <u>1.68</u>	2.79 <u>2.54</u>	2.97 <u>2.70</u>	7.61 <u>6.92</u>
6	1,451—1,750	1.85 <u>1.68</u>	3.45 <u>3.14</u>	3.65 <u>3.32</u>	8.95 <u>8.14</u>
7 ¹	> 1,750				

¹ User charges for customer Class 7 are determined based on actual loading and strength data from sampling.

B. . . .

- C. More than one class may apply to a customer at the same time. For example, a customer with a BOD value of 350 and a TSS value of 900 would pay a rate based on a classification of 2 for BOD (\$~~0.86~~ 0.78) and a classification of 4 for TSS (\$~~2.26~~ 2.05). These amounts combined with the flow rate (\$~~1.85~~ 1.68) would equal a rate of \$~~4.97~~ 4.51 per 1,000 gallons.

D. . . .

E. . . .

F. . . .

3 Creek User Charges					
Customer Class	mg/L	Flow	BOD	TSS	Total
1	0—250	\$ <u>1.85</u> 1.68	\$ <u>0.52</u> 0.47	\$ <u>0.42</u> 0.38	\$ <u>2.79</u> 2.53
2	251—550	<u>1.85</u> 1.68	<u>0.86</u> 0.78	<u>0.86</u> 0.78	<u>3.57</u> 3.24
3	551—850	<u>1.85</u> 1.68	<u>1.51</u> 1.37	<u>1.55</u> 1.41	<u>4.91</u> 4.46
4	851—1,150	<u>1.85</u> 1.68	<u>2.17</u> 1.97	<u>2.26</u> 2.05	<u>6.28</u> 5.70
5	1,151—1,450	<u>1.85</u> 1.68	<u>2.79</u> 2.54	<u>2.97</u> 2.70	<u>7.61</u> 6.92
6	1,451—1,750	<u>1.85</u> 1.68	<u>3.45</u> 3.14	<u>3.65</u> 3.32	<u>8.95</u> 8.41
7 ¹	>1,750				

- G. Wastewater rates for the 3 Creek Ranch Subdivision in Teton County, Wyoming shall include two charges to the applicable meter according to the following fee schedules:

3 Creek Base Charges			
Monthly fixed charge based on meter size	Base Rate	Replacement Charge	Total
¾ inch	\$ <u>21.71</u> 19.74	\$ <u>20.51</u> 19.50	\$ <u>42.22</u> 39.24
1 inch	<u>27.47</u> 24.97	<u>20.51</u> 19.50	<u>47.98</u> 44.47
1 ½ inch	<u>44.40</u> 40.36	<u>20.51</u> 19.50	<u>64.91</u> 59.86
2 inch	<u>59.50</u> 54.09	<u>20.51</u> 19.50	<u>80.01</u> 73.59
3 inch	<u>100.30</u> 91.18	<u>20.51</u> 19.50	<u>120.81</u> 110.68
4 inch	<u>152.36</u> 138.51	<u>20.51</u> 19.50	<u>172.87</u> 158.01
6 inch	<u>275.19</u> 250.17	<u>20.51</u> 19.50	<u>295.70</u> 269.67
8 inch	<u>423.05</u> 384.59	<u>20.51</u> 19.50	<u>443.56</u> 404.09
* Base charges include 2,000-gallon minimum usage.			

¹User charges for customer Class 7 are determined based on actual loading and strength data from sampling.

(Ord. ____ § 1, 2026; Ord. 1436, § I, 2025; Ord. 1358 § I, 2023; Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Res. 18-19, 2018; Res. 17-03, 2017; Ord. 1182 § 1, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Ord. 1040 § 1, 2013; Ord. 1019 § 1, 2013; Ord. 1009 § 1, 2012; Ord. 1000 § 1, 2011; Ord. 991 § 1, 2011; Res. 11-12, 2011; Res. 10-24, 2010; Res. 09-29, 2009; Ord. 936 § 1, 2009; Ord. 867 § 1, 2008; Ord. 834 § 1, 2006; Ord. 805 § 1, 2005; Ord. 745 § 2, 2003; Ord. 677 § 2, 2000; Ord. 558 § 6, 1996; Ord. 259 § 2(part), 1979).

13.08.020 Wastewater capacity fees.

Any customer desiring to obtain service from the Town's wastewater treatment facilities shall make application in writing to the Town planning department, pay nonrefundable connection request fees in amounts established by resolution at the time of application, and file an acknowledgment that the customer shall be governed by the laws and regulations as may be provided by the Mayor and Town Council pertaining to wastewater facilities. If the application is granted, the Public Works Department shall be authorized to extend the sewer mains to include the property. All expenses related to any extension from the sewer main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative. All connections to the sewer main shall be done by or under

the supervision of the Public Works Department. The customer shall pay the total of the applicable wastewater capacity fees according to the following fee schedule:

Description	GPD	Assessment Unit	Capacity Fee
Apartment, Studio or 1 Bedroom ¹	140	Per Dwelling	\$ <u>2,812.00</u> 2,673.00
Residential Unit (2 Bedroom) ¹	210	Per Dwelling	<u>4,216.00</u> 4,008.00
Residential Unit (3 Bedroom) ¹	280	Per Dwelling	<u>5,623.00</u> 5,345.00
Residential Unit Each Additional Bedroom ¹	70	Per Dwelling	<u>1,407.00</u> 1,337.00
Unfinished Habitable Space ¹	70	Per 400 sq. ft.	<u>1,407.00</u> 1,337.00
Bars, Taverns, Cocktail Lounge (no food) ² (15 sq. ft. /Seat)	20	Per Seat	<u>402.00</u> 382.00
Restaurants (full service) ² (15 sq. ft./Seat Net)	64	Per Seat	<u>1,286.00</u> 1,222.00
Restaurants (paper service only—no dishes)	50	Per 100 sq. ft. Gross	<u>1,005.00</u> 955.00
Restaurants (single service) (15 sq. ft./Seat Net)	30	Per Seat	<u>602.00</u> 572.00
Caterers	80	Per 100 sq. ft. Gross	<u>1,606.00</u> 1,527.00
Motels and Hotels/Bed and Breakfast	140	Per Room	<u>2,812.00</u> 2,673.00
Assembly (w/o food)	3	Per 5 sq. ft. Net	<u>61.00</u> 58.00
Assembly (w/food)	5	Per 15 sq. ft. Net	<u>101.00</u> 96.00
RV Park (w/sewer connection)	100	Per Site	<u>2,008.00</u> 1,909.00
Campground/RV Park (w/comfort station)	75	Per Site	<u>1,505.00</u> 1,431.00
Mobile Home Park	210	Per Site	<u>4,216.00</u> 4,008.00
Laundry (self service)	450	Per Machine	<u>9,038.00</u> 8,591.00
Laundry (commercial 100#/day capacity)	1,000	100#/ Machine	<u>20,083.00</u> 19,090.00
Breweries (per annual barrel production)	20	Per Gallon Annual Beer Capacity	<u>402.00</u> 382.00
Fitness (gyms, dance studios, yoga, karate)	50	Per 100 sq. ft. Net	<u>1,005.00</u> 955.00

Medical Offices and Dentists	250	Per Seat	<u>5,021.00</u> 4,773.00
Veterinary Offices (not including boarding)	250	Per Treatment Room	<u>5,021.00</u> 4,773.00
Animal Boarding	20	Kennel, Pen, Cage, or Stall	<u>402.00</u> 382.00
Offices	15	Per 100 sq. ft. Gross	<u>302.00</u> 287.00
Retail Stores	5	Per 1,000 sq. ft. Gross	<u>101.00</u> 96.00
Unfinished Commercial Space	5	Per 1,000 sq. ft. Gross	<u>101.00</u> 96.00
Public Access Restroom	325	Per fixture	<u>6,528.00</u> 6,205.00
Service Stations (220 GPD/two nozzle fuel pump)	220	Per Gas Pump	<u>4,418.00</u> 4,200.00
Car Wash	1,000	Per Bay	<u>20,083.00</u> 19,090.00
Public Spas, Pools, Hot Tubs	10	Per 50 sq. ft. Gross	<u>200.00</u> 190.00
Schools (w/ cafeteria, gym, and showers) ³	20	Per Student	<u>402.00</u> 382.00
Schools (w/ cafeteria, no gym, and no showers) ³	15	Per Student	<u>302.00</u> 287.00
Schools (w/o cafeteria, no gym, and no showers) ³	10	Per Student	<u>200.00</u> 190.00
Day Care and Pre School	20	Per Student	<u>402.00</u> 382.00
Others Not Listed Wastewater Service	1	Building Permit	<u>18.67</u> 17.75

¹ Definitions are set forth in the Town of Jackson Land Development Regulations, as amended.

² Indoor and outdoor seat areas. Kitchen, employees, and bathroom included.

³ Includes teachers and staff.

The Town Engineer shall have the responsibility for interpreting the provisions hereof. If in the opinion of the Town Engineer unique circumstances exist making the strict application of the schedules set forth in the section inapplicable to a listed description, the Town Engineer may assess an appropriate fee. If a particular business does not have an applicable description listed in the table above, the wastewater capacity fee amount will be assigned by the Town Engineer.

(Ord. ____ § 1, 2026; Ord. 1377 § I, 2024; Ord. 1358 § I, 2023; Ord. 1319 § 1, 2022; Ord. 1271 § 1, 2020; Ord. 991 § 1, 2011; Ord. 936, § 1, 2009; Ord. 867 § 1, 2008; Ord. 745 § 2, 2003; Ord. 677 § 7, 2000; Ord. 576 § 1, 1997; Ord. 122 § 2, 1969).

13.08.070 Permit for septic tank pumping.

A. . . .

B. . . .

C. The fee for septic tank dumping shall be \$100.63 ~~91.48~~ per 1,000 gallons.

(Ord. ____ § 1, 2026; Ord. 1358 § I, 2023; Ord. 745 § 2, 2003; Ord. 289 § 20, 1982; Ord. 232 § 1, 1977).

SECTION 2.

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

SECTION 3.

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 4.

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

SECTION 5.

This Ordinance shall become effective on June 1, 2026.

PASSED 1ST READING THE ____ DAY OF _____ 2026.

PASSED 2ND READING THE ____ DAY OF _____ 2026.

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

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Municipal Code Update: Water Efficiency (Irrigation)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider amendments to Title 13 of the Town of Jackson Municipal Code for water efficiency (irrigation) restrictions.

Recommendations.

Staff recommend the Council review the ordinance and consider enacting them.

Background.

Council approved the second reading of Ordinance C, an ordinance amending Title 13 of the Town of Jackson Municipal Code to include water efficiency (irrigation) restrictions., on April 20, 2026.

Analysis & Key Questions.

The key policy questions and analysis regarding amending Title 13 of the Town of Jackson Municipal Code for water efficiency (irrigation) were discussed, and resolved, by Council on March 16, 2026

Possible Alternatives.

Council has the option to:

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

Comprehensive Plan & Priority Alignment.

- Principle 1.2 – Preserve and enhance surface water and groundwater quality
- Principle 2.5 – Conserve energy through waste management and water conservation
- Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.

Fiscal impact on this item may result in less revenue generated for the water fund due to less water being used for irrigation.

Staff Impact.

Staff impact for this item required roughly 12 hours of staff time for the Public Works Director, Ecosystem Stewardship Administrator, and the Town Attorney to propose the draft amendment to Title 13 of the Jackson Municipal Code.

Attachments or Links.

- Ordinance C

Suggested Motion.

I move to approve Ordinance C on second reading.

ORDINANCE C

AN ORDINANCE AMENDING 13.04.140, REGULATION OF WATER FOR SPRINKLING PURPOSES, OF TITLE 13, UTILITIES, OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING WATER FOR IRRIGATION.

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

SECTION 1.

Section 13.04.140, Regulation of Water for Sprinkling Purposes, of Title 13, Utilities of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

13.04.140 Regulation of water for sprinkling purposes.

~~In time of scarcity or when the plant is unable to furnish a sufficient supply of water for all purposes, the Mayor shall by proclamation limit the use of water for other than domestic purposes to such an extent as may be necessary for the public good.~~

A. Definitions.

1. Area 1 is all properties that have an address in which the last whole number is an even number.
2. Area 2 is all properties that have an address in which the last whole number is an odd number.
3. Lawn Watering is the artificial application of water to a lawn and/or natural landscape by sprinkler to maintain its health and appearance.
4. Natural Landscape Areas are outdoor spaces that predominantly feature native vegetation and design principles that mimic the wild landscapes of the local environment.

B. Water Restriction System. There is hereby established a two-phase mandatory water use restriction system applicable to all properties within the Town of Jackson and all those outside the Town's corporate boundaries that are connected to the Town water system.

C. Phase1 Mandatory Water Use Restrictions.

1. Phase 1 Mandatory Water Use Restrictions shall be in effect when the daily demand flow of Zone 3 of the Town's water system exceeds a fire flow buffer of 1,500 gallons per minute for more than one hour daily, for five days (whether consecutive or not) within a consecutive seven-day period, and public notice that the Phase 1 Mandatory Water Use Restrictions are in effect has been issued, defined as notice provided in a form and manner reasonably calculated to reach all persons served using at minimum one or more of the following: i) appropriate broadcast and/or print media such as radio, newspaper, television, digital streaming platform; ii) posting of the notice in conspicuous location at the Town Hall; iii) mailing notice to persons served.

2. When Phase 1 Mandatory Water Use Restrictions are in effect no person shall, and no owner of any property shall permit occupants of their property to, Lawn Water except within the following Areas and during the following days and time periods:

Phase 1		
Area	Day(s)	Time(s) When Area Can Lawn Water
Area 1	Even numbered days of the month	Only between 6:00 p.m. and 9:00 a.m.
Area 2	Odd numbered days of the month	Only between 6:00 p.m. and 9:00 a.m.

3. Exceptions When Phase 1 Mandatory Water Use Restrictions Are in Effect.

- i. Persons may apply water to property at any time and on any day as long as watering is either by drip irrigation or by hand using a watering can or hose with an automatic shut-off nozzle.
- ii. Persons may apply water to new or replacement lawns as follows:
 1. On the first day of installation at any time of and day of the week.
 2. After the first day, on any day for the next 30 consecutive calendar days, only between 6:00 p.m. and 9:00 a.m.
 3. After day 31, pursuant to Phase 1 Mandatory Water Restrictions set forth in C.2 of this Section.

4. Expiration. Phase 1 Water Use Restrictions expire on October 1 annually, unless terminated sooner.

D. Phase 2 Mandatory Water Use Restrictions.

1. Phase 2 Mandatory Water Use Restrictions shall be in effect when the daily demand flow of Zone 3 of the Town's water system still consistently exceeds a fire flow buffer of 1,500 gallons per minute despite the implementation of Phase 1 Mandatory Water Use Restrictions, and public notice that the Phase 2 Mandatory Water Use Restrictions are in effect has been issued, defined as notice provided in a form and manner reasonably calculated to reach all persons served using at minimum one or more of the following: i) appropriate broadcast and/or print media such as radio, newspaper, television, digital streaming platform; ii) posting of the notice in conspicuous location at the Town Hall; iii) mailing notice to persons served.
2. When Phase 2 Mandatory Water Use Restrictions are in effect no person shall, and no owner of any property shall permit occupants of their property to, Lawn Water except within the following Areas and during the following days and time periods:

Phase 2		
Area	Day(s)	Time(s) When Area Can Lawn Water
Area 1	Tuesday, Saturday	Only between 6:00 p.m. and 9:00 a.m.
Area 2	Sunday, Wednesday	Only between 6:00 p.m. and 9:00 a.m.

3. Exceptions When Phase 2 Mandatory Water Use Restrictions Are in Effect.

- i. Persons may apply water to property at any time and on any day as long as watering is either by drip irrigation or by hand using a watering can or hose with an automatic shut-off nozzle.
- ii. Persons may apply water to new or replacement lawns as follows:
 1. On the first day of installation at any time of and day of the week.
 2. After the first day, on any day for the next 30 consecutive calendar days, only between 6:00 p.m. and 9:00 a.m.
 3. After day 31, pursuant to Phase 2 Mandatory Water Restrictions set forth in D.2 of this Section.

4. Expiration. Phase 2 Water Use Restrictions expire on October 1 annually, unless terminated sooner.

(Ord. _____ § 1, 2026; Ord. 743 § 2, 2003; Ord. 97 § 14, 1966).

SECTION 2.

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

SECTION 3.

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 4.

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

SECTION 5.

This Ordinance shall become effective on June 1, 2026.

PASSED 1ST READING THE _____ DAY OF _____ 2026.

PASSED 2ND READING THE _____ DAY OF _____ 2026.

PASSED AND APPROVED THE _____ DAY OF _____ 2026.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor

STATE OF WYOMING)

COUNTY OF TETON)

STAFF REPORT



Meeting Date:	May 4, 2026	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Special Event Ordinance Amendment	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to consider updates to provisions affecting special events in Jackson Municipal Code Title 12.

Recommendation.

Staff recommend Council review the ordinance and consider adopting it.

Background.

On May 4, 2026 Council considered updating the Jackson Municipal Code to address special events. Council concurred with staff recommendations and directed staff to present ordinances for consideration. This staff report accompanies the first reading of Ordinance D, which effectuates the changes.

Analysis & Key Questions.

The key policy questions and analysis regarding amending the special event provisions in Title 12 were discussed, and resolved, by Council on May 4, 2026.

Possible Alternatives.

The Council has the option to:

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

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

There are no fiscal impacts resulting from adopting Ordinance D.

Staff Impact.

The staff impact of this item was mostly felt in the Legal Department (30 hours); however, the Police, Public Works, and Administrative Departments were also involved to a lesser degree (5 hours each).

Attachments or Links.

- Special Event Code Sections: Ordinance D.

Suggested Motion.

I move to approve Ordinance D on first reading.

ORDINANCE D

AN ORDINANCE AMENDING SECTIONS 12.28.030, DEFINITIONS, 12.28.040, SPECIAL EVENT PERMIT—WHEN REQUIRED, EXCEPTIONS, 12.28.050, SPECIAL EVENT PERMIT—APPLICATION PROCEDURE—FILING PERIOD, 12.28.070, SPECIAL EVENT PERMIT—CONDITIONS OF ISSUANCE—GROUNDS FOR DENIAL, 12.28.080, SPECIAL EVENT PERMIT—NOTICE OF REJECTION, OF TITLE 12, STREETS AND OTHER PUBLIC PLACES, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 12.28.030, Definitions, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.030 Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. . . .
- B. . . .
- C. . . .
- D. . . .
- E. . . .
- F. . . .
- G. . . .
- H. . . .
- I. . . .

J. Short Notice Expressive Activity Event means a special event which arises out of, or is related to, events or other public issues which could not have been reasonably anticipated far enough in advance to allow for standard advance planning and review. The Applicant bears the burden of demonstrating that the application is for a Short Notice Expressive Activity Event.

K. Special Event means a preplanned single gathering, event or series of related gatherings or events of an entertainment, cultural, recreational, educational, political, religious or sporting nature, or of any other nature including, but not limited to, any parade, march, protest, demonstration, public ceremony, street fair, art and craft show, carnival, block party, soap box derby, farmer's market or jubilee day, athletic event, show, exhibition, pageant or procession of any kind, or any similar display, in the Town, including the Town Square. Short Notice Expressive Activity Events are a type of Special Event.

~~K~~L. . . .

~~L~~M. . . .

N. Permit Administrator means any person designated by the Town to administer, implement, and enforce the provisions of this chapter. The Permit Administrator shall have the authority to receive and review Special Event permit applications; issue, deny, suspend, revoke, or modify Special Event permits; impose reasonable conditions consistent with this chapter; and perform such other duties as are necessary to carry out its intent and purpose. The Permit Administrator may be an employee, officer, or authorized agent of the Town.

SECTION II

Section 12.28.040, Special Event Permit—When required, exceptions, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.040 Special Event Permit—When required, exceptions.

A. A Special Event Permit shall be obtained for either of the following:

~~A. Any Special Event in or upon a street, alley, sidewalk, Public Building or Public Park.~~

1B. An Special eEvent ion public property~~the Town Square for the purpose of informing, engaging or inviting the public with ten-fifty or more people in attendance, including the Applicant and its representatives and/or which may attract or accumulate ten-fifty or more people, as determined at the discretion of the Town Manager or designee. Events in the Town Square for the purpose of informing, engaging or inviting the public with less than ten people in attendance, including the Applicant and its representatives and/or which may attract or accumulate less than ten people as determined at the discretion of the Town Manager or designee are required to file an application with the Town Clerk on forms prepared by the Town Manager or designee within the timeframe outlined in Section 12.28.050(B) of this chapter. The forms provided by the Town Clerk shall require information reasonably necessary to make a fair determination as to whether a Special Event Permit should be required and/or issued.~~

2C. To request or enlist the services of Town personnel for a Special Event.

B~~D~~. This chapter shall not apply to:

1. Funeral processions or oversize load escorts;
2. Regularly scheduled school events, such as athletic events, which use existing parking, traffic controls and public safety support;
3. The Town of Jackson acting within the scope of its functions, or an event sponsored in whole or in part by the Town;
4. Any section or part of any Public Park or Public Building declared closed to the public by the Director of the Parks and Recreation Department or designee or the Town Manager or designee and for any interval of time, either temporarily or at regular and stated intervals, daily or otherwise and either entirely or merely to certain uses,~~as the Town Manager or designee or the Director of the Parks and Recreation Department or designee finds reasonably necessary;~~

5. Events in Public Parks managed by the Parks and Recreation Department, with the exception of George Washington Memorial Park, when no services of Town personnel are requested or enlisted or when no exemptions from Town of Jackson Municipal Code are requested, and when the proper applications have been approved by the Parks and Recreation Director or designee;
6. When police services are enlisted or requested for private events when a Special Event Permit is not otherwise required and when the proper applications have been approved by the Chief of Police or designee;
7. When START services are enlisted or requested for events when a Special Event Permit is not otherwise required and when no other services of Town personnel are enlisted or requested, when no exemptions from Town of Jackson Municipal Code are requested, and when the proper applications have been approved by the START Board or designee;
8. Events held at the Fair Grounds and approved by the Fair Board, when no services of Town personnel are requested or enlisted or when no exemptions from Town of Jackson Municipal Code are requested; or
9. ~~Expressive Activity in traditional public forums as alternative channels of communication by the public, provided such use is for the free exercise of constitutionally protected activities, does not exceed the number or persons threshold set forth in Section 12.28.040(B), does not require sound amplification and does not disrupt or interfere with traffic on public streets or the use of public places by other members of the public. Such Expressive Activity, however, is subject to the same requirements and/or permits for signs, banners or structures, including, but limited to height or dimensional limitations, as set forth in this chapter, the Land Development Regulations, and/or Municipal Code. Special Events with attendance i) less than fifty people, and ii) the Event does not have amplified sound, and iii) the Event does not require a permit from a local, state, or federal agency (including permits issued by the Jackson/Teton County Fire Department), and iv) the Event is not conducted as part of a commercial enterprise. Nothing in this chapter shall be interpreted to preclude the Town from permitting groups of fewer than 50 people if voluntarily applied for.~~

SECTION III

Section 12.28.050, Special Event Permit—Application procedure—Filing period, exceptions, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.050 Special Event Permit—Application procedure—Filing period.

- A. A person or organization seeking a Special Event Permit in or upon a street, alley, sidewalk, Public Building or a Public Park shall file an application with the Town ~~Clerk~~ Permit Administrator on forms prepared by the Town Manager or designee. The forms provided by the Town ~~Clerk~~ shall require information reasonably necessary to make a fair determination as to whether a Special Event Permit should be issued.
- B. Special Event applications ~~shall~~ may be filed with the Permit Administrator no earlier than 365 days ~~Town Clerk at least 21 days~~ prior to the ~~date that a proposed~~ Special Event ~~date.~~ is proposed to be

~~conducted.~~ The Permit Administrator~~Town Clerk~~ shall determine if the application is complete or requires Town Council approval.

1. Applications requesting Town Council exemption from Town of Jackson Municipal Code 6.40.050 prohibiting the consumption of Alcoholic Beverages in George Washington Memorial Park shall not be ~~granted~~accepted or processed by the Town Clerk.
 2. The Permit Administrator shall apply best efforts to provide approval, approval with conditions, or denial of Special Event applications within 30 days of receipt of a complete application, or at least seven days before the scheduled event, whichever is earlier.
 3. Applications for Short Notice Expressive Activity Events shall be processed on an expedited basis. The Permit Administrator shall apply best efforts to provide approval, approval with conditions, or denial of the application within three business days of the Town's receipt of a complete application, or prior to the event date, whichever is earlier.~~Any application filed less than 21 days before the date such Special Event is proposed to be conducted shall be subject to any conditions or restrictions deemed necessary by Town Council, or the Town Manager or designee. Such conditions or restrictions may be placed on the application prior to or after Town Council approval until such time the application and any other application associated with the Special Event may be fully reviewed by all Town Departments, Teton County Fire Department, Parks and Recreation Department, Pathways Department, and other agencies.~~
- C. ~~The Town Council shall approve or deny all Special Event Permit applications and related additional permits or applications, which are filed less than 21 days before the date such Special Event permit is proposed to be conducted or are new Special Event Permit applications.~~ The following Special Event Permit applications may be approved at the Staff level:
1. Applications for Special Events that have been previously approved by the Town Council in prior years and no significant or material changes are requested.
 2. Applications in which all potentially impacted Town, County and Joint departments have reviewed the application and signed off on the Special Event.
 3. Repealed.~~Applications in which the anticipated or estimated number of attendance/participants is 250 people or less.~~
 4. Applications for Short Notice Expressive Activity Events~~minor changes to a previously approved Special Event (e.g. a date change).~~
- D. ...
- E. ...
- F. ...
- G. ...
- H. ...
- I. ...
- J. Insurance. An insurance certificate naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and stating that coverage is primary and noncontributory is required for every Special Event and must be submitted to the Permit Administrator~~Town Clerk~~ at least ten days prior to the Special Event. Insurance limits must be at least \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The additional insured language on the

certificate may not include any limitations or exclusions. The policy shall include general liability insurance protecting against liability for bodily injury, death, and property damage in an amount not less than \$1,000,000.00 each occurrence. The ~~Permit Administrator-Town Manager, or designee,~~ or Town Attorney, may require additional insurance requirements to be met by the Applicant when deemed necessary. ~~Associated catering and/or Malt Beverage Permits for Special Events are required to include liquor liability insurance.~~ Special Events for Expressive Activity, including Short Notice Expressive Activity Events, are exempt from this insurance provision.

- K. Sponsorship. The ~~Permit Administrator-Town Council,~~ may approve the sale of goods, products and/or services, food or alcohol by for-profit vendors or Applicants during a Special Event that is on public property or in a Public Park provided that Special Event is sponsored by a nonprofit organization. The Applicant shall submit to the ~~Permit Administrator-Town Clerk~~ with the Special Event ~~A~~pplication a letter from the nonprofit sponsor which describes in detail the direct benefit the nonprofit sponsor will receive as a result of the Special Event, financial or otherwise.

(Ord. 1353 § I, 2023; Ord. 1280 § 7, 2021; Ord. 1112 § 1, 2016; Ord. 1011 § 1, 2012; Ord. 1003 § 1, 2012).

SECTION III

Section 12.28.070, Special Event Permit—Conditions of issuance—Grounds for denial, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.070 Special Event Permit—Conditions of issuance—Grounds for denial.

- A. The ~~Permit Administrator-Town Council~~ may approve applications for Special Events, ~~deny them, or approve them, in whole or in part, with time, place, or manner restrictions~~ application. ~~In reviewing applications and placing time, place, or manner restrictions on a Special Event, the Town shall tailor restrictions to address governmental interests, and shall consider: partially or in its entirety for events as provided for under this chapter unless the Town Council finds, from a consideration of the application and from such other information and recommendations and/or conditions obtained from the Town Police Department, Town Fire Department, Planning Department, Town Attorney, Town Administration and Town Public Works, that it may be denied on the grounds that:~~
1. The ~~conduct of the~~ Special Event ~~Permit~~ will substantially interrupt the safe and orderly movement of other traffic, whether vehicular, pedestrian, or otherwise ~~contiguous to its route;~~
 2. The ~~conduct of the~~ Special Event will require the diversion of so great a number of police officers of the Town to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the Town;
 3. The ~~conduct of such~~ Special Event will require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the Town other than that to be occupied by the proposed line of movement and the areas contiguous thereto;
 4. ...
 5. ...
 6. With ~~T~~he size, nature, or location of the Special Event, the applicant failed to provide sufficient safety, health, or portable sanitation equipment, services, or facilities that are reasonably

necessary to ensure that the event will be conducted with due regard for safety~~is reasonably likely to cause a clear and present danger of injury to persons and property;~~

7. ...

8. ...

9. Another Special Event Permit application has been received prior in time or has already been approved for the same time and place requested by the Applicant or so close in time and place to that requested by the Applicant that the issuance of both permits would unreasonably impede, obstruct, impair, or interfere with: cause undue traffic (vehicular, pedestrian or otherwise); police or emergency service provision, access, or care for participants, spectators, or individuals near the events; ability of residents and others not participating in the special event, to travel on the roadways and to access other public and private property without unreasonable disruption or parking congestion or cause the police or fire departments to be unable to meet the needs for police or fire services for both events;

10. The location of the Special Event will substantially interfere with Town or utility operations, or any event, construction, or maintenance work scheduled to take place or taking place upon Town streets, right-of-way, alleys, parks or Town property; ~~or~~

11. The Special Event will violate a federal, state, or local law or regulation~~Town Ordinance or Wyoming State Statute;~~

12. The Special Event will unreasonably impede, obstruct, impair, or interfere with reasonable access to adjacent properties and the applicant will not agree to redesign the proposed event so as to allow reasonable access to the adjacent properties.

B. Repealed.~~An Applicant for a Special Event Permit and any other permit application associated with a Special Event desiring to accept the modified Special Event Permit or any other permit associated with a Special Event shall, after receiving notice of the action of the Town Council, file a written notice of acceptance with the Town Clerk or designee prior to the event. The modified Special Event Permit shall conform to the requirements of, and shall have the effect of, a Special Event Permit and any other permit associated with the Special Event Permit under this chapter.~~

C. Repealed.~~The Town Council may condition or restrict the issuance of a Special Event Permit or any other permit associated with a Special Event by imposing reasonable requirements concerning the time, place and route of the event and such requirements as are necessary to protect the health, safety or welfare of persons and property and control of traffic.~~

D. ...

E. Appeal.

1. An Applicant may appeal the denial of a Special Event Permit or any time, place, or manner restriction placed on a Special Event Permit to the Town Manager. Appeals shall be filed with the Office of the Town Clerk.

2. Any appeal shall be filed within ten business days of the denial or issuance of a Special Event Permit with conditions, in writing, and include: (i) A statement of the basis for the appeal, (ii) Any supporting documents the Applicant wishes to be considered in the appeal, and (iii) A copy of any written decision issued by the Permit Administrator.

2-3. The Town Manager shall issue a decision that affirms, modifies, or reverses the decision of the Permit Administrator as soon as reasonably practicable, but no later than seven business days after

receiving the written appeal, not including the day the appeal is received. Such decision shall be final unless further appeal is provided by law.

SECTION IV

Section 12.28.080, Special Event Permit—Notice of rejection, of Title 12, Streets and Other Public Places, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

12.28.080 Special Event Permit—Notice of rejection.

If the Permit Administrator ~~Town Council disapproves~~ ~~denies the an~~ application ~~for failure to meet the conditions as outlined in Section 12.28.060 of this chapter,~~ they ~~Town Clerk~~ shall state in writing the reason for the ~~recommendation of denial or stipulate additional conditions.~~

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

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

SECTION VIII

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

Riley Hovorka, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: May 4, 2026

RE: Town Manager's Report

Recruitment Update

The Town is currently working on 5 active recruitments for full-time, year-round positions. One of those five includes a Street/Water Utility Operator position in the background phase. Two of those five include Police Officer positions that are in the background phase. The remaining two active open positions are for the Assistant Public Works Director and a Community Service Officer position in the Police Department. We are also in the recruitment/selection process for 6 summer intern positions. If Council has any questions about the current open positions in the organization, please do not hesitate to reach out.

Temporary Sign Permits

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

- ✓ Grand Teton Music Festival requests to hang two temporary banners, one at 105 Buffalo Way (Albertson's) from June 28 – July 11, 2026 and one at 240 S Glenwood (Center for the Arts) on July 4, 2026 to advertise the Annual Outdoor Classical Music Concert (P26-063).
- ✓ Center for the Arts requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from June 7 – 14 & June 21 – 27, 2026 to advertise the Annual Center Benefit Concert (P26-066).

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

Tree Removals in the Town Square

The Parks Superintendent/Urban Forestry Manager in the Parks and Recreation Department is recommending the removal of 3 trees in the Town Square due to age, likelihood of a 'sudden limb drop,' root decay, and generally safety of the public and infrastructure within the Town Square. The attached letter with attachments outlines their detailed assessment and notification to Town Council. Please reach out to staff with any questions you may have.

Shifting 'Chat w/ Council' to 'Talk w/ Town'

To continue regular engagement and have a consistent touchpoint for community members to check-in with the Town, staff has decided to shift the 'Chat w/ Council' engagement sessions to be 'Talk w/ Town.' Initially begun as a Council initiative, these open format outreach sessions have evolved through the years. As we have experimented to build attendance, it is clear that community members attend based on given topics. Town Council members are still encouraged to attend in groups of two to listen, participate, and take the community's pulse on various topics, but we are going to broaden the focus to be on topics and items. The first 'Talk w/ Town' will be election focused on May 14 and will feature both the Town and County Clerks.



4/7/26

Tyler Sinclair
Town Manager

Re: Tree removal request

Tyler:

Teton County/Jackson Parks & Recreation (TCJPR) would like to notify the Town of Jackson of a proposed tree removal. I, Parks Superintendent/Urban Forestry Manager, am calling for the removal of two large Cottonwood Trees (#852 and #857) and one spruce tree (#842) located in the Town Square, located at 25 East Broadway. The trees are noted by yellow circles on the attached map. Based on GIS review and size of the cottonwood trees it has been determined that they have been in place for over 60 years. Typical life of a cottonwood in a non natural setting is 50-70 years and the likelihood of "sudden limb drop syndrome " continues to increase over time. Mushrooms have been noted at the base of both cottonwoods indicating root decay in the bases of both trees. Factors for removal include ensuring the safety of the public and infrastructure within the Town Square. The volume of visitors within the Town Square during the summer months creates an incredibly high target area for potential human impact in the event of a limb or tree failure. The liability related to failure could be catastrophic, resulting in loss of life. (GENERAL PUBLIC TREE CARE 12.24.070). Replacement of the 3 (three) trees is not recommended currently. If trees are to be replaced within the Town Square, a new species is recommended, and a larger review of the landscape design within the Square should be considered. Staff's recommendation is not to replace the trees to allow for additional sunlight, air movement, and general microclimate conditions that will improve both turf and tree success rates in the future. I have included with this letter a narrative/letter from a Certified Arborist, assessment and pictures of the trees in question, and a map of the location. P&R had an initial assessment of the Town Square in 2008 and subsequently in 2011. These three trees were called out in both instances. Staff have continued regular monitoring of the trees over the last 10 years, utilizing our in-house ISA Certified Arborist. Staff have limbed and pruned the trees in question 3 times in the last 10 years to address hanging limbs and address canopy health issues to ensure safe conditions. The trees continue to decline and are not improving. P&R staff are happy to work with the Town of Jackson to determine the best course of action based on the above recommendations. There are no LDR implications related to the removal of the tree per Town Planning.

P&R is requesting for this notification to be included in the Town Manager's report for notification to Town Council for immediate removal. Thank you for your time.

Andy Erskine

Andy Erskine
Parks Superintendent
TCJPR

Cc: Tylor Florence
Steve Bigger

Town Square	#837	46" Cottonwood	Priority 3 removal-monitor	Parks managing all	
	#852	32" Plains Cottonwood	Priority 1 Critical removal		#844 33" Cottonwood Priority 2 Poor - removal
	#842	19" Englemen Spruce	Priority 1 Critical removal DEAD		#837 46" Cottonwood Priority 2 Monitor
	#857	35" Cottonwood	Priority 1 removal-monitor		#857 35' Cottonwood Priority 3 Monitor
	#840	18" Stump	Grind and fill		

#842

#857

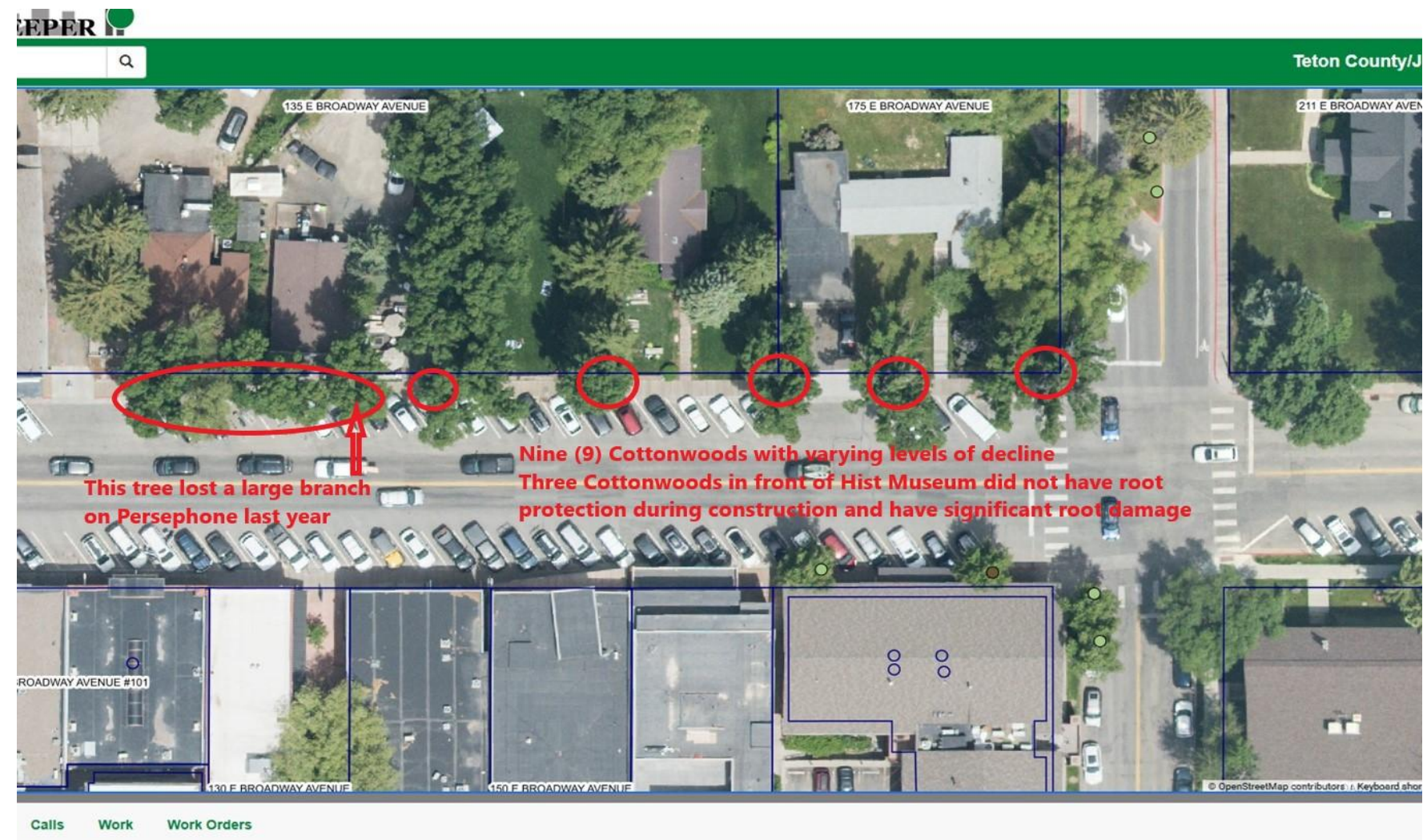


#852



West Broadway (Museum/Persephone area)

There are nine cottonwoods along Broadway that are declining. All are identifiable on the 1945 GIS which indicates these are all 80+ years old (end of typical life span for cottonwoods).
All are private trees that are being considered for removal as potentially meeting Hazard criteria. notify property owners - ask Parks if they have a letter or standard notice
Three cottonwoods in front of Historical Museum all were significantly impacted by construction with no root protection in place as requested by P&R during the development and Cache Tube relocation
All cottonwoods have a risk of falling on the boardwalk and/or Broadway if failure occurs. Exceptionally high potential impact on pedestrians and vehicles.





December 13, 2021

Steve Bigger
Teton County/Jackson Parks & Recreation Department
155 E. Gill Ave.
Jackson, WY 83002

Steve,

As requested on December 6, I completed a ground based, visual assessment of the Plains Cottonwood tree located next to and north of the boardwalk, in the northwest quadrant of Town Square. A Basic Tree Risk Assessment was completed according to ISA Tree Risk Assessment Qualification program, including additional inspection of the upper canopy with a pair of binoculars, and sounding the base of tree with a rubber mallet. As you are familiar with, tree risk is all about the likelihood of a tree to fail, what will be damaged if it does fail, and ultimately what are the consequences if that tree failure does occur.

This large cottonwood tree is a large, mature tree that can be seen in Teton County GIS aerial photos dating as far back as 1945. This tree exhibits signs of decline and structure common to its species profile. It has a large co-dominant stem originating approximately 25 feet above the ground and then each co-dominant stem again has co-dominant branching structure above that. The upper portion of canopy has large branches that are more horizontal in arrangement than vertical, which have been previously pruned to remove dead branches, including reduction pruning to remove dead portions of the upper canopy. Some of the smaller old pruning cuts have healed over with response growth, but many of the larger cuts have not, indicating potential for columns of decay occurring throughout these large horizontal branches in the upper canopy. One large dead branch was observed on the west side of the tree, just below a co-dominant stem union, also indicating potential for column of decay to occur in that portion of the tree. Although some response growth can be seen around the smaller old pruning cuts, there was little adventitious re-growth or sprouting along the stem and branches of the tree, indicating a low vigor in the trees rate of growth. Although the base of the tree is sound, and whole tree failure is not likely, it is probable that the horizontal scaffold branches may fail in normal weather conditions over the winter or early next summer. Since this assessment was conducted in December, there was no foliage on tree, making it more difficult to gauge the trees overall health.

Located directly underneath the canopy of this tree is the interior boardwalk through Town Square, trash and recycling receptacles, and two park benches. The location and constant presence of these infrastructure items results in a high likelihood that they could be damaged in the event of partial or whole tree failure. In addition to these items, and more importantly, this park is at the heart of downtown Jackson, which receives a very high level of use from visitors and local residents. With estimates as high as 2.6 million people visiting Jackson annually, the amount of pedestrian traffic occurring in the park is exceptionally high. Although, the pedestrian traffic is not constantly present and level of use fluctuates with time of season and time of day, the likelihood of a tree part or whole tree failure impacting a pedestrian is also high. The consequences of a pedestrian being struck by a tree part or whole tree failure could be severe, potentially resulting in personal injury or death.



Professional Tree Care

Based on the observations from this assessment, I recommend that this tree be removed, and the stump to be ground out. The location of the tree in Town Square and the exceptionally high level of use raise the level of risk beyond what should be acceptable for the location. If tree managers determine that the benefits of this tree outweigh the risk of failure and preserving the tree is desired, other options for managing this tree include:

- Retain tree and monitor spring leaf out for better gauge of overall tree health. Reassess tree for risk.
- Prune the one large dead branch, any smaller dead branches observed at that time. Perform aerial inspection of the upper canopy, and follow-up with risk assessment.
- Restrict planned activities underneath tree in Town Square, move park benches and trash and recycling containers from underneath tree canopy, including closing the boardwalk in stormy weather and posting signage to warn visitors of the danger of being underneath tree.

These listed options involve tree managers accepting the **high** residual risk associated with preserving this tree, as well as restricting public access in Town Square, which may not be a reasonable alternative for them.

Following the Davey Tree Survey completed for Town of Jackson and Teton County almost twenty years ago, the Parks and Recreation Department took steps to remove identified trees and plant the replacement trees in Town Square. Removing this tree is another step in appropriate management of trees in parks and public right of ways. It is important to be able to recognize, identify and take steps to mitigate risk from, as well as replace trees in deteriorating and dangerous conditions.

Thank you for the opportunity to provide my service to you, the Parks and Recreation Department, and residents/visitors to Town of Jackson. Due to limited ground based nature of this assessment, not all dangerous tree conditions may have been observed. This tree risk assessment was limited in scope to the known targets, and detectable tree conditions, does not include any and all risks, represents the condition of the tree at the time of the assessment and assumes not all defects are detectable nor are all tree failures predictable. Time frame for this assessment is six months, following which the tree should be reassessed for changes in condition. Please let me know if you have any questions, or concerns.

Sincerely,

Todd Fitzgerald
Owner



#PN-1426A

I.S.A. Qualified Tree Risk Assessor



September 17, 2021

Andy,

I have completed a basic tree risk assessment on tree #852, a large mature Plains Cottonwood located in the Town Square. This tree would likely be considered a "Heritage Tree" due to its size and location in the Town Square. It is 31 inches in diameter and was likely planted sometime before 1945 based on the oldest GIS data that I can find. The tree has drawn my attention for the past few years as the Parks department has had to have dead branches removed every couple of years. The tree appears to be in a state of decline that in my opinion is irreversible.

This summer another medium sized branch has died back to a larger limb. The bark has sloughed off of it making it more visible. This branch has been pruned back at least once in the past as there is an obvious old pruning cut visible. The tree has several to many of these old cuts in the canopy. The canopy is relatively sparse for the age and size of the tree. I consider the size of the canopy to be a little small for the tree due to reduction pruning and cleaning pruning that has taken place in the past. There are a couple of small spots at the soil interface with the trunk that seem to have some decay present.

Cottonwood trees, in general, are softwood species with a relatively short lifespan as compared to other large deciduous trees. The Town square is a difficult site for trees with shallow roots because the extensive foot traffic compacts the soil under the trees. The compacted soil reduces the amount of oxygen available to the roots of the trees. Cottonwood trees are known to shed branches in storms and windy conditions making them questionable choices for locating in parks, along streets and near buildings. They are quite susceptible to insects and diseases as well as being prone to decay which furthers exacerbates their tendency to break and drop branches.

Many of the Cottonwoods that the department has had pruned to remove dead and dying branches in the past have evidence of decay within the branch material. This pruning itself, can allow decay organisms entry to the canopy of the tree. These organisms can infect a Cottonwood tree faster than the tree can heal itself. The multiple previous pruning cuts in tree #852 have started this process. Usually the larger the branch is, the longer it takes to make it unsafe. However, there is no way to determine when a branch is likely to fail. The mountain weather that we experience here in Jackson is unpredictable with high winds, heavy snow and ice possible much of the year.

My recommendation is to remove tree #852. The size of the tree and its location create a very high consequence to pedestrians if any part of it were to fail. There are over forty trees in the Town Square. Most of the deciduous trees are Cottonwoods of some type. There are a handful that are near or under the outer edges of the canopy of the tree of concern. They would be healthier and fill in the area that this tree occupies quickly, reducing the visual impact of removing this tree. It is also my recommendation that the other four very large Cottonwoods be slated for removal over the next 3 to 5 years as they also are experiencing many of the same stressors as tree #852.

Steve Bigger
Landscape/Forestry Senior Technician/ISA Certified Arborist



Basic Tree Risk Assessment Form

Client Teton County/Jackson Parks and Recreation Department Date 9/16/2021 Time 9:15 a.m.
 Address/Tree location 25 East Broadway Avenue Tree no. 852 Sheet 1 of 1
 Tree species Plains Cottonwood - Populus deltoides occidentalis dbh 31" Height +/- 50' Crown spread dia. +/- 40'
 Assessor(s) Steve Bigger Tools used Diameter Tape Time frame 1 year

Target Assessment

Target number	Target description	Target protection	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
			Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Pedestrians	None	☒	☒	☒	3	no	no
2								
3								
4								

Site Factors

History of failures _____ Topography Flat ☐ Slope ☐ % Aspect _____
 Site changes None ☒ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☐ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☒ Pavement over roots ☐ % Describe _____
 Prevailing wind direction SW Common weather Strong winds ☒ Ice ☒ Snow ☒ Heavy rain ☒ Describe Mountain Weather

Tree Health and Species Profile

Vigor Low ☒ Normal ☐ High ☐ Foliage None (seasonal) ☐ None (dead) ☐ Normal 90 % Chlorotic _____ % Necrotic _____ %
 Pests/Biotic _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☐ Roots ☒ Describe weak wood prone to decay, shallow root system

Load Factors

Wind exposure Protected ☐ Partial ☒ Full ☐ Wind funneling ☐ Relative crown size Small ☐ Medium ☒ Large ☐
 Crown density Sparse ☒ Normal ☐ Dense ☐ Interior branches Few ☒ Normal ☐ Dense ☐ Vines/Mistletoe/Moss ☐
 Recent or expected change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR 85 %
 Dead twigs/branches ☒ 5 % overall Max. dia. 5-6"
 Broken/Hangers Number _____ Max. dia. _____
 Over-extended branches ☐
 Pruning history
 Crown cleaned ☒ Thinned ☐ Raised ☐
 Reduced ☒ Topped ☐ Lion-tailed ☐
 Flush cuts ☐ Other _____
 Cracks ☐ Lightning damage ☐
 Codominant ☐ Included bark ☐
 Weak attachments ☐ Cavity/Nest hole _____ % circ.
 Previous branch failures ☐ Similar branches present ☐
 Dead/Missing bark ☒ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Conks ☐ Heartwood decay ☐
 Response growth _____

Condition(s) of concern

General decline, lack of vigor, annual branch dieback, small crown size relative to tree size

Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
 Lean _____ ° Corrected? _____
 Response growth _____
 Condition(s) of concern _____

Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☒ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____ % circ.
 Cracks ☐ Cut/Damaged roots ☐ Distance from trunk _____
 Root plate lifting ☐ Soil weakness ☐
 Response growth _____
 Condition(s) of concern small decay areas at soil level

Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

[illegible]

Likelihood of Failure	Likelihood of Impact			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

1. tree removal	Residual risk	none
2. remove dead branch	Residual risk	low
3. _____	Residual risk	_____
4. _____	Residual risk	_____

Overall residual risk None ☐ Low ☒ Moderate ☐ High ☐ Extreme ☐ **Recommended inspection interval** 6 mos.

Inspection limitations ☐None ☒Visibility ☒Access ☐Vines ☐Root collar buried Describe ground based asses smnt

 Delete  Archive  Reply  Reply all  Forward  Read / Unread  Categoriz 

Fw: Town Square 



Steve Bigger

To: Andrew Erskine; Dan Bierman

Tue 6/6/2023 3:27 PM

I will forward the tree site # tomorrow.

Steve Bigger

Landscape and Forestry Senior Technician

Teton County/ Jackson Parks and Recreation Department

P. O. Box 811

Jackson, WY 83001

307-699-7707

From: ArborWorks <arborworkstreeservice@gmail.com>

Sent: Tuesday, June 6, 2023 2:33 PM

To: Steve Bigger <sbigger@tetoncountywy.gov>

Subject: Town Square

[**NOTICE:** This message originated outside of the Teton County's mail system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

To whom it may concern. After reviewing the trees in the town square it is my determination that they should be pruned for dead and hazardous branches. All the trees do look healthy except for the one I discussed with Steve. It is a large co-dominant cottonwood on the north end of the square. The canopy is not as full and healthy as it should be and looks like it has been declining for years. I think its time has come and should be removed because of all the foot traffic it does see around it. Other than that all looks vigorous and healthy.

#847

Corey

Corey Felton- 307-413-8375

ISA Certified Arborist # - RM-7915A

Taylor Felton- 307-413-8815



Firewise Landscapes Inc.
PO Box 10586
Jackson, WY 83002
307.732.3986
1.866.455.FIRE
www.firewise.net

TO: Al Zuckerman – Teton County Parks and Recreation Department
FROM: Harry Statter, Firewise Landscapes Inc.
RE: Teton County Parks and Recreation List of Tree Assessments
Date: April 28, 2011

Town Square:

- Spruce located at the center of the east edge of the square exhibits a severe lean over the sidewalk and a crooked leader. Removal recommended. REMOVED 2011
- Large Cottonwood (#857) located in the NE of the square shows little new growth and is in health decline. Removal Recommended.
- Small, newly planted Colorado spruce in north portion of square possibly planted too low. Check to see where top of root ball is located. Tree ID# 842

Home Ranch Parking Lot:

- Structurally pruning seven Crabapples (#830, 832, 840, 841, 847, 848, & 857) along south edge of lot is recommended to reduce branch weight and to ensure continued structural soundness.

Teton County Engineering Building:

- No Treatment Needed

Teton County Historical Society:

- No Treatment Needed

Miller Park:

- Prune White Willows (#2164, 2188, 2197, 2198, 2205, 2206, & 2207) throughout park for structural integrity. Remove inner branches and water sprouts to reduce branch weight and ensure continued structural soundness.
- Large 12" DBH Cottonwood (#2210) located at the NW end of the park has a strong lean toward the NE. Tree has possible root rot from lawn mower damage. These issues warrant further monitoring to determine if removal is necessary. Exploratory boring is recommended to help determine extent of rot.
- 9", 25' Spruce (#2179) located on the Western edge of park is structurally unsound with extensive weevil damage. Pruning would be ineffective. Tree is currently a non-hazard. Removal and replacement of tree recommended.



- Spruce Trees (#2166, 2167, & 2168) on South end near tennis courts have heavy signs of Spruce Cooley gall. Spraying for the gall is recommended.

Baux Park:

- Large, broad, multi-stemmed White Willow (#198) on NW corner of park has rot around multiple, large, older pruning cuts. The tree has overall poor branch structure and there is possible failure at multiple branch unions.
 - Option 1: Weight reduction pruning
 - Option 2: Cabling
 - Option 3: Removal

County Courthouse Block:

- No Treatment Needed

County Administrative Building:

- Large Cottonwood (#2258) near building entrance on street corner needs to be continually monitored for splitting at crotch. Pruning thicket of branches around crotch area recommended.

Fire Administrative Building:

- Spruce (#2215) in front of building infested heavily with Cooley Spruce Gall with a thinning crown showing signs of overall health decline (not the result of Cooley Gall). Continued monitoring recommended.

Powderhorn Park:

- No Treatment Needed

Recreation Center Grounds:

- 11" Cottonwood (#895) located on island North of the main entrance has a severe lean that appears to have happened recently and exhibits lawn mower damage that may be contributing to root rot. Immediate removal is recommended.

North Park:

- No Treatment Needed

Mike Yokel Park:

- Structural pruning on all White Willows (#1017, 1042, 1044, 1051, 1054, 1063, 1066, 1069, 1071, & 1074) is recommended for branch weight reduction and to ensure continued structural soundness.

Karns Meadow Park:

- Large Cottonwoods (#2080, 2081, & 2082) west of road near the north entrance off of Broadway in severe health decline. Removal Recommended.



Rangeview Park:

- Structural pruning on three White Willows (#2363, 2387, 2405, & 2420) is recommended for branch weight reduction and to ensure continued structural soundness.

Owen-Bircher Park:

- Structural pruning of six White Willows (#1219, 1222, 1226, 1237, 1238, 1239, & 1246) is recommended for branch weight reduction and to ensure continued structural soundness.
- Exploratory boring to check for extent of rot is recommended on a White Willow (#1226) near the pavilion and a Cottonwood (#1213) near the restrooms.
- Spruce (#1209) located in the NW corner of the park exhibits extensive weevil damage and diminished health and structure. Removal and Replacement recommended.
- Structural pruning of five Cottonwoods (#1210, 1211, 1220, 1223, & 1225) on lower portions of the trees is recommended for visual aesthetics and to ensure continued structural soundness.
- All three new Spruce plantings are too low. Immediate raising of root balls recommended to preserve health of trees.

Emily Stevens Pond Parking Lot:

- No Treatment Needed

Town Pathways:

- 7" Lodgepole (# n/a) at KC Trail Trailhead is dead. Removal Recommended.
- Structural pruning on large Golden Willow (#755) near bridge on Crabtree Trail recommended for branch weight reduction and to ensure continued structural soundness.

Cow Pastures:

- Structural pruning of three Golden Willows (#1116, 1117, 1118, & 1119) along Eastern edge of property is recommended to reduce branch weight and ensure continued structural soundness.
- Prune on bottoms of three Cottonwoods (#1124, 1125, & 1127) on the West edge of park along parking is recommended to reduce the amount of decay introduced through into the trunk of the trees.

Bruun Boulevard:

- The center Spruce (#1387) on the tree island within the road exhibits a thinning crown, possible trunk rot and is in health decline. Exploratory boring is recommended to determine extent of rot if any. Consideration should be given to root to shoot ratio and location of tree in middle of road.

Rodeo grounds Street Trees:

- No Treatment Needed

Learning Center:



- Large Spruces (#2252, 2253, 2254, & 2255) along Willow St. appear to be in health decline due to limited growing medium. Trees are currently a non-hazard. Continued monitoring is recommended.

Public Works Shop:

- An 8" and 13" Cottonwood (#612 & 611) along road may have possible root rot from lawn mower damage. Continued monitoring is recommended.





MEMORANDUM

To : Al Z., Steve A., Steve F.

From: Todd F.

Date: 4/14/08

Re: Tree Assessment at the Town Square

On March 31st I visually assessed the large cottonwood trees at the Town Square from the ground. The purpose of this assessment was to identify hazards as pertains to the safety of the public. Most of the large cottonwood trees in the Town Square are in a condition that cannot be effectively or practically remedied and presents a potential hazard to pedestrians and public property. To remain consistent, the following information includes the same fields/methodology as the Davey Tree Inventory.

Tree # 3407 (REMOVED and REPLACED)

- Genus/Species: *Populus deltoides occidentalis*, Plains Cottonwood
- Diameter (DBH): 34.5 in.
- # of Stems: 1
- Condition: Poor
- Maintenance Requirements: **Priority 1 Removal**

This tree is located in the southwest quadrant of the square, behind the Stagestop building. A large branching structure with multiple, large pruning cuts (see photo # 1) throughout the stem of this tree indicates the potential for extensive development of rot and decay. Along at least two of the upper canopy branches there are areas where the bark has been decayed and there is no live cambium. This is most likely due to a past canker fungus infection that is no longer active, but the tree could not successfully heal over. These areas along the branches are prone to failure (see photo # 2). There is dieback in the upper crown and bud development indicates low vitality.

Tree # 945

- Genus/Species: *Populus deltoides occidentalis*, Plains Cottonwood
- Diameter (DBH): 30 in.
- # of Stems: 2
- Condition: Poor
- Maintenance Requirements: **Priority 1 Removal**

This tree is located in the southeast quadrant of the square and is easily identified as the double stemmed tree that is the only tree in the square that has a steel support cable installed in it. A large branching structure and multiple, large pruning cuts along the stems and branches of this tree indicates the potential for extensive rot and decay. The eastern stem has a stub where a branch had broken off in the past (see photo # 3). This is further evidence of the development of rot and decay in the large branches of the upper canopy. The lowest branch coming off of the western stem is very large, has multiple large pruning cuts along the branch and is located directly over the wooden walkway and a park bench (see photo # 4). The bark below some of the larger pruning cuts is discolored and wet, indicating the presence of rot and decay. Many of the smaller branches along this branch have been pruned off in the past, which can reduce the strength of the branch due to lack of cambium development and activity. There is dieback in the upper crown and bud development indicates low vitality.

Tree # 935 (REMOVED and REPLACED)

- Genus/Species: *Populus spp.*, Poplar spp.
- Diameter (DBH): 36 in.
- # of Stems: 1
- Condition: Poor
- Maintenance Requirements: **Priority 1 Removal**

This tree is located in the northeast quadrant of the square, just to the south of the northeast arch. The upper crown is directly over parking spaces along Center St. Last year a large cavity was identified in the crotch of one of the main branches in the lower canopy of this tree. This cavity is below the portion of the tree, that if failed could potentially strike parked vehicles, road traffic, and/or pedestrians below. The branching structure of the tree has multiple, large, co-dominant stems that are prone to failure.

Tree # 852

- Genus/Species: *Populus spp.*, Poplar spp.
- Diameter (DBH): 32 in.
- # of Stems: 1
- Condition: Poor
- Maintenance Requirements: **Priority 1 Removal**

This tree is located in the northeast quadrant of the square, just to the north of the northeast arch. Large branching structure with multiple, co-dominant stems make this tree prone to failure. Large reduction pruning cuts have been made to eliminate dead wood due to crown dieback, increasing the potential for rot and decay.

Tree # 857

- Genus/Species: *Populus deltoids occidentalis*, Plains Cottonwood
- Diameter (DBH): 29 in.
- # of Stems: 1
- Condition: Poor
- Maintenance Requirements: **Priority 2 Removal**

This tree is located on the interior of the northeast quadrant of the square, adjacent to the boardwalk. Approximately, 20 ft. above ground level the tree splits into two large co-dominant stems. The upper canopy has multiple, large, reduction type pruning cuts, with multiple co-dominant branches. Bud development indicates low vitality.

Tree # 837

- Genus/Species: *Populus spp.*, Popular spp.
- Diameter (DBH): 33 in.
- # of Stems: 1
- Condition: Poor
- Maintenance Requirements: **Priority 2 Removal**

This tree is located in the northwest quadrant on the interior of the square. There are multiple co-dominant stems due to the tree's large branching structure. Multiple large, pruning cuts indicate the presence of rot and decay. Bud development indicates good vitality and is the only reason this tree is classified as a Priority 2 Removal.

Tree # 844 (REMOVED)

- Genus/Species: *Populus deltoids occidentalis*, Plains Cottonwood (REMOVED)
- Diameter (DBH): 30 in.
- # of Stems: 1
- Condition: Poor
- Maintenance Requirements: **Priority 2 Removal**

This tree is located towards the center on the north side of the square. The Davey Tree Inventory observed that this tree has a poor root system. The upper canopy of this tree is comprised of 3 large co-dominant stems. Multiple large, reduction type pruning cuts in the upper canopy and large, pruning cuts along the stem and in close proximity to the larger branch unions indicate the presence of rot and decay in the main stem and branches. Poor bud development indicates low vitality and increases this tree's potential for failure.

Tree # 851

- Genus/Species: *Populus spp.*, Popular spp.
- Diameter (DBH): 27 in.

- # of Stems: 1
- Condition: Poor
- Maintenance Requirements: **Priority 2 Removal**

This tree is located in the northeast quadrant of the square. There are multiple co-dominant stems due to the tree's large branching structure. Multiple large, pruning cuts indicate the presence of rot and decay. Bud development indicates good vitality and is the only reason this tree is classified as a Priority 2 Removal.

Tree # 914 (REMOVED)

- Genus/Species: *Populus spp.*, Poplar spp.
- Diameter (DBH): 39 in.
- # of Stems: 1
- Condition: Poor
- Maintenance Requirements: **Priority 2 Removal**

This tree is located in the northwest quadrant of the square, adjacent to the sidewalk and Cache Creek Dr. Approximately, 4 ft. above ground level the stem forks into 3 large co-dominant stems. Throughout the canopy there are multiple co-dominant stems due to the tree's large branching structure. Multiple large, pruning cuts indicate the presence of rot and decay. Bud development indicates good vitality and is the only reason this tree is classified as a Priority 2 Removal.

Further information regarding hazard trees and corrective actions are available at the following links.

How to Recognize Hazardous Defects in Trees

<http://www.na.fs.fed.us/spfo/pubs/hazardtrees/recreation/index.htm>

The Hazard Tree Web Page <http://www.na.fs.fed.us/spfo/hazard/index.htm>

NPS Hazard Tree Guidelines <http://www.na.fs.fed.us/spfo/hazard/nps.htm>

Tree Diseases That Create Hazards <http://www.cas.psu.edu/docs/CASDEPT/PLANT/ext/hazardtr.html>

International Society of Arboriculture - Rocky Mountain Chapter <http://www.isarmc.org/index.html>



Photo # 1 : Tree # 961 – Large branching structure with multiple pruning cuts.

Photo # 2 : Tree # 961 – Limb with compromised cambium.





Photo # 3 : Tree # 945 – Broken Branch stub, multiple pruning cuts, steel support cable.

