

Regular Town Council Meeting

August 17, 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/82485125265?pwd=E0dNUhFXz5TxfwtvE04TQPBZkEQ15L1>
Or join at www.zoom.com with Webinar ID: **824 8512 5265** and Password: **83001** or by phone: **669-444-9171**

II. OPENING

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

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. August 3, 2026 Regular Town Council Meeting
- B. Disbursements
- C. Contracts
 - 1. Workforce Ownership Deed Restriction for 105 Mercill Unit #207
 - 2. Client Addendum to Master Pharmacy Management Services Agreement
 - 3. Stilson Transit Center Operating Agreement
 - 4. Grant Award Agreement Between Wyoming Office of Homeland Security and Town of Jackson
- D. July Municipal Court Report

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. Sewer Services & Connection Request - South Park Landing RV Dump Station (E26-0136)
(Brian Lenz)

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

- A. External Affairs
 - 1. Dogs in Parks Scoping Report (Susan Scarlata, 30 mins)
- B. Planning & Building
 - 1. Demolition Permit Stay Request for Structures at 110 Redmond Street (Paul Anthony, 30 mins)
- C. Transportation
 - 1. Update on Parking Garage and Parking Action Plan (Charlotte Frei, 60 mins)

VI. RESOLUTIONS

- A. Resolution 26-18: A Resolution Providing Approval for FAA Grant to Rehabilitate South Taxiway A (Phase II Construction) (Lynsey Lenamond, 5 mins)

VII. ORDINANCES

- A. Ordinance F: An Ordinance Amending Contractor Licensing Requirements (PM26-0018)
(Second Reading)
- B. Ordinances H - N: Zoning Maps NRO Text Amendments (First Reading, Lea Colasuonno)
 - 1. Ordinance H: An Ordinance Amending Article 8, Administrative Procedures
 - 2. Ordinance I: An Ordinance Amending Article 5, Physical Development Standards, Natural Resource Overlay Standards
 - 3. Ordinance J: An Ordinance Amending Article 5, Physical Development Standards, Waterbodies
 - 4. Ordinance K: An Ordinance Amending Article 5, Physical Development Standards, Wildlife Friendly Fencing
 - 5. Ordinance L: An Ordinance Amending Article 5, Physical Development Standards, Wildlife Friendly Retaining Walls
 - 6. Ordinance M: An Ordinance Amending Article 9, Definitions
 - 7. Ordinance N: An Ordinance Amending the Town of Jackson Official Zoning District Map, Natural Resource Overlay

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.

NATIONAL SENIOR CITIZENS DAY PROCLAMATION

WHEREAS, throughout our history, Senior Citizens have done so much for our families, our communities, and our country; and

WHEREAS, Senior Citizens regularly demonstrate their role as leaders and connect us as individuals and as a country and many Senior Citizens provide great examples of competence, resourcefulness, determination, and responsibility; and

WHEREAS, for all they have achieved and for all they continue to accomplish, we owe Senior Citizens our heartfelt thanks and tribute; and

WHEREAS, we can best demonstrate our gratitude and esteem by making sure that our community is a good place in which to mature and grow older—a place where Senior Citizens can participate to the fullest and can find the respect, inclusion, support, and services they need to continue to lead lives of independence and dignity; and

WHEREAS, elderly family and friends have lifetimes' worth of experiences and stories and are an invaluable resource for wisdom, advice, and guidance and, in addition, Senior Citizens make more charitable donations than any other age group and are the fastest growing demographic in our country; and

WHEREAS, the Town of Jackson is dedicated to fostering acceptance and belonging for all its residents.

NOW, THEREFORE BE IT RESOLVED that Jackson's Town Council, on behalf of Jackson residents, hereby proclaims August 21, 2026, Senior Citizens Day and urges everyone to recognize contributions made by Senior Citizens in our community and to respect and honor people of all ages within our diverse community.

APPROVED THE 17th DAY OF AUGUST 2026.

Town of Jackson

By: _____
Arne O. Jorgensen, Mayor

ATTEST: _____
Marisa N. Watsabaugh, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

August 3, 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: David Garcia, Roxanne Robinson, Lea Colasuonno, Johnny Ziem, Paul Anthony, Michelle Weber, Susan Scarlata, Katelyn Page, Kelly Sluder, Brian Lenz, Lynsey Lenamond, Tanya Anderson, Kelly Thompson, and Marisa N. Watsabaugh.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. The Mayor read a proclamation honoring Jonah Baltes, Special Olympian.

Public Comment. Sarah Flitner and Kathy Parrot made public comment.

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

- A. **Meeting Minutes.** To approve minutes from the July 20, 2026 Town Council Workshop and July 20, 2026 Regular Council Meeting.
- B. **Disbursements.** 842-NCPERS GROUP WYOMING \$32.00; 954 CONSULTANTS \$70,345.94; ACE HARDWARE \$2,013.41; AFLAC \$1,578.51; AIRGAS INTERMOUNTAIN INC. \$470.44; AMAZON \$3,053.18; AMERICAN TOWER CORPORATION \$9,420.79; AMERIWEST WATER SERVICES \$51,637.00; BLACK WIDOW WELDING INC \$7,277.50; BRIGGS, ERIC L \$356.93; CHARGEPOINT, INC \$243.25; CITY OF DRIGGS \$1,632.82; CONRAD & BISCHOFF INC. \$462.47; CONTROL SYSTEM TECHNOLOGY, INC. \$11,611.00; CORE & MAIN LP \$24,139.09; CUMMINS SALES AND SERVICE \$1,600.00; DELL \$17,602.69; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DLT SOLUTIONS, INC. \$9,096.10; E.R. OFFICE EXPRESS \$74.69; ELAN ONE CARD \$39,005.00; ENERGY LABORATORIES INC. \$1,250.00; FAMILY/INDUSTRIAL MEDICAL CENTER \$65.00; FREEDOM MAILING SERVICE INC. \$1,978.30; FREI, CHARLOTTE \$114.81; GET FUNKY LLC \$24,545.00; GILLIG LLC \$14,247.99; GRAINGER \$1,281.62; GRAVITY GRAPHICS \$182.48; GUHEEN, TOM \$155.00; HD SUPPLY, INC. \$4,645.66; HERITAGE LANDSCAPE SUPPLY GROUP INC \$207.47; HIGH COUNTRY LINEN \$1,534.45; HOYT ARCHITECTS LLC \$9,125.48; HUNT CONSTRUCTION INC \$715.00; HYDROVERGE \$6,045.00; IDENTISYS, INC \$412.21; INEO SYSTRANS USA INC \$1,633.80; INTERSTATE BATTERY \$1,019.65; IVY OUTDOOR SERVICES LLC \$3,300.57; JACKSON DOWNTOWNER, LLC \$126,050.18; JACKSON GROUP LOCKBOX \$2,149.52; JACKSON HOLE NEWS & GUIDE \$8,127.90; JACKSON LUMBER INC \$10.79; JHHR DEVELOPMENT II INC. \$739.11; JORGENSEN ASSOCIATES, PC \$442.50; KOIS BROTHERS EQUIPMENT COMPANY \$1,433.76; LOCAL GOV'T LIABILITY POOL \$164,445.00; LOOKING GLASS MEDIA LLC \$3,349.00; LOWER VALLEY ENERGY INC \$673.18; MATSUMARA, ANDREW \$175.00; METROQUIP INC \$3,979.30; MOUNTAIN STATES LIGHTING \$60,510.00; MSC INDUSTRIAL SUPPLY CO \$16.51; MT2030, LLC \$5,000.00; MURDOCH MEMORIALS \$500.00; NAPA AUTO PARTS INC. \$1,702.81; NELSON ENGINEERING \$18,513.85; ONE CALL OF WYOMING \$334.95; PLAINSMAN PRINTING & SUPPLY \$794.84; PLATT \$159.13; POINT S REXBURG \$600.00; PREMIER CLEANING SERVICES LLC \$266.00; PREMIER TRUCK- SALT LAKE CITY \$1,860.16; PUFALL, DAVID \$1,202.40; ROBERT BROOKE & ASSOCIATES \$118.73; RON'S TOWING LLC \$447.80; RT1 INC \$23.59; SARAZEN, ALEXANDRA \$2,975.00; SHERWIN-WILLIAMS CO. \$1,710.98; SMITH POWER PRODUCTS, INC. \$741.61; SPECTRUM \$100.00; SPEEDY CPS, LLC \$122.17; SPRING CREEK ANIMAL HOSPITAL \$203.89; STONE'S TOWN AND COUNTRY MOTORS, INC. \$35,294.69; SUNRISE ENVIRONMENTAL \$664.95; SUSTAINABLE STRATEGIES DC, LLC \$8,000.00; TETON COUNTY ALTERNATIVE TO INCARCERATIO \$17,791.21; TETON COUNTY PLANNING & BUILDING \$2,493.75; TETON COUNTY PUBLIC WORKS \$18,393.72; TETON COUNTY-FUND 10 \$18,591.17; THE AFTERMARKET PARTS COMPANY, LLC \$476.07; THE ARTCRAFT GROUP, INC \$2,424.30; THE LINCOLN NATIONAL LIFE INSURANCE CO \$13,607.62; ULINE \$1,774.66; UPPER CASE PRINTING INK \$244.17; UTILIS, INC. \$21,500.00; VERDIS LLC \$4,945.00; VERIZON WIRELESS \$7,392.35; VETERINARY APPAREL CO. \$243.95; VISION SERVICE PLAN (CT) \$6,003.77; WAM \$13,866.00; WELLER TRUCK PARTS \$7,023.48; WESTERN STATE \$11,927.85; WINDCAVE INC \$29.47; WY CHILD SUPPORT ENFORCEMENT \$452.30; YELLOW IRON WASTE, LLC \$60.00
- C. **Contracts.**
 - 1. Contract 1. To approve Amendment & Restatement Workforce Ownership Deed Restriction 440 W. Kelly No. 12.
 - 2. Contract 2. To approve Letter Agreement with Teton Conservation District.
- D. **Updates to Drug and Alcohol Policy Addendums.** To approve the updated addendums to the Wyoming Worker's Compensation Drug Free Workplace Policy, the U.S. Department of Transportation's Federal Motor Carrier Safety Administration Drug and Alcohol Policy, and the U.S. Department of Transportation's Federal Transit Administration Drug and Alcohol Policy as presented in the staff report dated August, 3, 2026.
- E. **Parks & Recreation Joint Power Agreement Update.** To approve the Town of Jackson and Teton County Joint Power Agreement for Parks and Recreation and Agreement Establishing the Teton County/Jackson Parks and Recreation Department and Teton County/Jackson Parks and Recreation Advisory Board, subject to minor changes by staff.

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

Sewer Services & Connection Request – South Park Landing RV Dump Station (E26-0136). A motion was by Kevin Regan and seconded by Alyson Sperry to continue the item. There was no public comment. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Demolition Permit Stay Request for 700 E. Pearl Avenue (DEM26-0012). Paul Anthony and Lea Colasuonno made staff comment. Council held a discussion with staff. Erin Freer made comment on behalf of the applicant. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve a stay of zero days beginning July 14, 2026, for the demolition of portions of the structure at 700 E. Pearl Ave. (DEM26-0012) as presented in the staff report dated August 3, 2026. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Amendments to Contractor Licensing Requirements. Paul Anthony and Kelly Sluder made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Kevin Regan and seconded by Jonathan Schechter to approve the proposed amendments to Title 15.36 - Contractor Licensing and Certification as presented in the staff report dated August 3, 2026, and to direct staff to prepare an ordinance for first reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Conditional Use Permit for Outfitter/Tour Operator use at 250 N. Cache St (P25-163). Katelyn Page made staff comment. Council held discussion with staff. Brian McCooey made comment on behalf of the applicant. A motion was made by Devon Viehman and seconded by Kevin Regan to approve Conditional Use Permit P25-163 for an Outfitter/Tour Operator use at the property addressed 250 North Cache Street based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to the staff report dated August 3, 2026. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Rodeo Grounds Stealth Wireless Facility Conditional Use Permit. A motion was made by Devon Viehman and seconded by Kevin Regan to continue Item P26-114, a Conditional Use Permit application for a stealth wireless communications facility at 305 West Snow King Avenue, to the special Town Council meeting on September 28, 2026. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Future Wastewater Treatment Plant Capacity Analysis. Johnny Ziem made staff comment. Council held discussion with staff. Jen Evans, Aaron Pruzan, and Christopher Peltz made public comment. A motion was made by Kevin Regan and seconded by Devon Viehman to direct staff to present an update to Resolution 21-28 that includes language referencing Priority Areas as outlined in the staff report dated August 3, 2026, at a future meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Resolution 26-15 Adopting Amendments To The Policy Manual For General Employees. Resolution 26-16 Adopting Amendments To The Policy Manual For Transit Related Employees. Resolution 26-17 Adopting Amendments To The Policy Manual For Victim Services Employees. Roxanne Robinson and Lea Colasuonno 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 Resolutions 26-15, 26-16, and 26-17 adopting amendments to the Policy Manual for General Employees, the Policy Manual for Transit Related Employees, and the Policy Manual for Victim Services Employees as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance F: An Ordinance Amending Contractor Licensing Requirements

AN ORDINANCE AMENDING CHAPTER 15.36, CONTRACTOR LICENSING, OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

Matters from Mayor and Council. Kevin Regan made comment on the START Board’s federal funding cuts. Alyson Sperry made comment about the Board of Health’s discussion of Chronic Wasting Disease on the Elk Refuge, measles and E Coli, and Mayor Jorgensen made comment on the intern program. Susan Scarlata, David Garcia, Roxanne Robinson, and Lea Colasuonno made staff comment. A motion was made by Devon Viehman and seconded by Kevin Regan to authorize:

- 1) Travel and registration fees for Councilor Viehman and Councilor Sperry to attend National League of Cities in Nashville Tennessee from November 19 - 21, 2026;
- 2) Travel for Mayor Jorgensen to attend WAM’s Region Five Meeting in Cokeville, Wyoming on September 30, 2026;
- 3) Travel and registration for Councilor Schechter to attend Mountain Towns 2030 and Colorado Association of Ski Towns on October 13 - 15, 2026;
- 4) Mayor Jorgensen to attend WAM events taking place on January 20 - 22, 2027, and June 9 - 11, 2027, and for Councilor Viehman and Councilor Sperry to attend the WAM events taking place January 20- 22, 2027.

Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Mayor Jorgensen made comment on time the Police Department spent with the public discussing Flock cameras and other matters.

Town Manager’s Report. David Garcia made staff comment. The Town Manager’s report contained a request for a temporary sign permit for Wyoming Untrapped at 105 Buffalo Way from August 16-29, 2026. A motion was made by Kevin Regan and seconded by Jonathan Schechter to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Alyson Sperry 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 16-4-405A. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned to executive session at 8:22 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Marisa N. Watsabaugh, Town Clerk

Minutes: mnw. Publish JH News & Guide: August 12, 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
51	ACE HARDWARE	951262	ROLLER & TRAY LINER	07/15/2026	8.98	.00	
51	ACE HARDWARE	951680	ROPE	07/20/2026	4.90	.00	
51	ACE HARDWARE	951685	RAKES	07/20/2026	109.98	.00	
51	ACE HARDWARE	951983	KEYS	07/21/2026	62.92	.00	
51	ACE HARDWARE	952058	SPIRAL SAW KIT, DRIVER BIT SET, STUD FINDER, KNIFE	07/22/2026	167.96	.00	
51	ACE HARDWARE	952094	MAGNET ROUND BASE	07/22/2026	5.99	.00	
51	ACE HARDWARE	952201	SAWZAL BLADE	07/23/2026	21.99	.00	
51	ACE HARDWARE	952204	IMPACT SCREW EXTRACT, SCREWS & SAE DP SKT	07/23/2026	69.37	.00	
51	ACE HARDWARE	952216	CORD RANGE	07/23/2026	44.99-	.00	
51	ACE HARDWARE	952328	COUPLE, ADAPTER, PIPE	07/24/2026	15.55	.00	
51	ACE HARDWARE	952366	COUPLE, ADAPTER, PIPE	07/24/2026	12.65	.00	
51	ACE HARDWARE	952518	CHAIN & BOLTS	07/26/2026	39.41	.00	
51	ACE HARDWARE	952558	KEYS	07/27/2026	23.97	.00	
51	ACE HARDWARE	952601	COMPRESSION CAP	07/27/2026	12.48	.00	
51	ACE HARDWARE	952690	SPRAYER	07/28/2026	159.99	.00	
51	ACE HARDWARE	952700	ANT BAIT	07/28/2026	8.99	.00	
51	ACE HARDWARE	952773	SURGE PROTECTORS	07/28/2026	79.98	.00	
51	ACE HARDWARE	952831	TAPE, WIRE CONNECTOR	07/29/2026	56.96	.00	
51	ACE HARDWARE	952906	FUSES	07/29/2026	17.98	.00	
51	ACE HARDWARE	952908	PLUG PULLOUT	07/29/2026	16.99	.00	
51	ACE HARDWARE	952963	FAUCET	07/30/2026	23.98	.00	
51	ACE HARDWARE	953179	CAR SCREW	07/31/2026	3.89	.00	
51	ACE HARDWARE	953384	PLUG PULLOUT	08/03/2026	16.99-	.00	
51	ACE HARDWARE	953385	PAINT BRUSH & POLY MAT	08/03/2026	31.78	.00	
51	ACE HARDWARE	953398	QUIKRETE	08/03/2026	11.99	.00	
51	ACE HARDWARE	953443	EGG BEATER MIXER	08/04/2026	34.99	.00	
51	ACE HARDWARE	953470	SOIL	08/04/2026	13.98	.00	
Total 51:					955.67	.00	
6686	Allegiance Benefit Plan Manage, I	072126	CLAIMS	07/21/2026	14,462.27	14,462.27	07/28/2026
Total 6686:					14,462.27	14,462.27	
5726	AMAZON	17L1-639Y-VT	FILTER	08/03/2026	129.50	.00	
5726	AMAZON	17MG-CDHD-X	EXTENSION CORDS & SURGE PROTECTORS	08/03/2026	312.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	19N1-YXKG-R	CPR MASKS	07/28/2026	79.95	.00	
5726	AMAZON	1CNY-7W6V-V	STARLINK ADAPTER	08/04/2026	283.08	.00	
5726	AMAZON	1G74-4NV3-M7	BATTERY PACK	07/21/2026	154.21	.00	
5726	AMAZON	1JVV-R64K-3L	BATTERY PACKS	07/20/2026	599.88	.00	
5726	AMAZON	1JY6-VDHK-C7	SIGN BASE	07/17/2026	83.70	.00	
5726	AMAZON	1RRC-JCGJ-X	NAME TAPES	07/26/2026	47.94	.00	
5726	AMAZON	1WKD-3GPD-C	FREEZER POPS	07/27/2026	43.99-	.00	
5726	AMAZON	1WV3-HFVQ-U	FREEZER POPS	07/23/2026	43.99	.00	
5726	AMAZON	1XQR-XLLT-KT	POSTER DOTS	07/26/2026	4.89	.00	
Total 5726:					1,695.70	.00	
6250	ARBOR WORKS TREE SERVICE	10689	REMOVE TREE & GRIND STUMP 670 E KELLY	08/04/2026	2,650.00	.00	
6250	ARBOR WORKS TREE SERVICE	10690	GRIND STUMP ON KELLY AVE	08/04/2026	750.00	.00	
Total 6250:					3,400.00	.00	
7909	ARTISTWELDER INC/GRAVE C	5763	MONUMENT BLOCKS & EXHD	08/06/2026	1,818.00	.00	
Total 7909:					1,818.00	.00	
1783	AT&T	287279795460	CELL PHONES	07/11/2026	319.44	.00	
Total 1783:					319.44	.00	
7523	ATELIER 43 LLC	2411-0426	CODE RESEARCH FOR STAIR/LADDER	05/05/2026	450.00	.00	
Total 7523:					450.00	.00	
7906	B.P. PAINTING & REFINISHING I	08052026	DEPOSIT TOWN HALL	08/05/2026	25,500.00	.00	
Total 7906:					25,500.00	.00	
4774	BIG R RANCH & HOME	004179/1	WIRE	07/31/2026	69.95	.00	
Total 4774:					69.95	.00	
3500	BISON LUMBER	2607-913034	SAW BLADE	07/22/2026	12.29	.00	
3500	BISON LUMBER	2607-913035	WOOD	07/22/2026	116.54-	.00	
3500	BISON LUMBER	2607-913042	SAW BLADES	07/22/2026	.39	.00	
3500	BISON LUMBER	2607-913285	LAG SCREWS	07/24/2026	151.96	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3500	BISON LUMBER	2607-913652	WOOD & SCREWS	07/29/2026	351.82	.00	
Total 3500:					399.92	.00	
1560	BLUE SPRUCE CLEANERS,INC	06-104865	LAUNDRY	07/07/2026	17.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	06-104891	LAUNDRY	07/06/2026	65.27	.00	
1560	BLUE SPRUCE CLEANERS,INC	06-104897	LAUNDRY	07/06/2026	46.23	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-100174	LAUNDRY	07/13/2026	4.75	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-100178	LAUNDRY	07/13/2026	9.90	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-100547	LAUNDRY	07/09/2026	48.19	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-100723	LAUNDRY	07/16/2026	4.75	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-101426	LAUNDRY	07/10/2026	18.53	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-102050	LAUNDRY	07/16/2026	17.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-102746	LAUNDRY	07/24/2026	17.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-103283	LAUNDRY	07/24/2026	17.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-103345	LAUNDRY	07/23/2026	48.97	.00	
1560	BLUE SPRUCE CLEANERS,INC	07-103346	LAUNDRY	07/23/2026	27.19	.00	
Total 1560:					345.58	.00	
7394	BOLAND, ANITA	090126	350 N Millward - September Rent	09/01/2026	2,328.85	.00	
Total 7394:					2,328.85	.00	
7060	BRINKMAN CONSULTING, INC	26-1432	TOWN ATTORNEY PERFORMANCE ASSESSMENT	08/01/2026	4,500.00	.00	
Total 7060:					4,500.00	.00	
7077	BURKHOLDER, SHAWN	090126	130 E Kelly - September Rent	09/01/2026	2,141.61	.00	
Total 7077:					2,141.61	.00	
5	CARQUEST AUTO PARTS INC.	6090-728594	SERP BELT	08/03/2026	32.96	.00	
Total 5:					32.96	.00	
102	CASELLE INC.	INV-21571	ACCOUNTS RECEIVABLE 8/1/26 TO 6/30/27	07/23/2026	2,750.00	.00	
Total 102:					2,750.00	.00	
10	CASH	080626	petty CASH	08/06/2026	117.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10	CASH	080626	petty CASH	08/06/2026	50.00	.00	
Total 10:					167.00	.00	
4707	CELLEBRITE, INC.	INVUS300376	INSEYETS SUBSCRIPTION	07/06/2026	4,912.80	.00	
Total 4707:					4,912.80	.00	
4984	CHAPA STRIPES OF IDAHO	07162026	BICYCLE SYMBOL PAINTING	07/16/2026	1,000.00	.00	
Total 4984:					1,000.00	.00	
69	COMMUNITY ENTRY SERVICES	07282026	APRIL TO JUNE SERVICES	07/28/2026	45,000.00	.00	
Total 69:					45,000.00	.00	
1219	COMMUNITY FOUNDATION OF	063026	TIPS PAYMENT	07/31/2026	10,000.00	.00	
Total 1219:					10,000.00	.00	
260	COMMUNITY SAFETY NETWORK	1346	AIRFARE REIMBURSEMENT	07/27/2026	200.00	.00	
Total 260:					200.00	.00	
514	CONRAD & BISCHOFF INC.	IN-299617-26	DIESEL	07/21/2026	21,215.71	.00	
514	CONRAD & BISCHOFF INC.	IN-299630-26	GASOHOL	07/21/2026	18,751.32	.00	
514	CONRAD & BISCHOFF INC.	IN-305176-26	DEF BULK	07/27/2026	755.15	.00	
Total 514:					40,722.18	.00	
7826	COOMBS, CAROLINE KAUSLIC	08032026	AUGUST LEASE VINE STREET STAGING AREA	08/03/2026	1,760.00	.00	
7826	COOMBS, CAROLINE KAUSLIC	08032026	AUGUST LEASE VINE STREET STAGING AREA	08/03/2026	960.00	.00	
7826	COOMBS, CAROLINE KAUSLIC	08032026	AUGUST LEASE VINE STREET STAGING AREA	08/03/2026	480.00	.00	
7826	COOMBS, CAROLINE KAUSLIC	090126	Lease Pmt - Vine St Staging - September	09/01/2026	1,760.00	.00	
7826	COOMBS, CAROLINE KAUSLIC	090126	Lease Pmt - Vine St Staging - September	09/01/2026	960.00	.00	
7826	COOMBS, CAROLINE KAUSLIC	090126	Lease Pmt - Vine St Staging - September	09/01/2026	480.00	.00	
Total 7826:					6,400.00	.00	
1691	CORE & MAIN LP	V000050655	GASKET	07/07/2026	79.75	.00	
1691	CORE & MAIN LP	V000055714	TRUMBULL HOOK & MAGNET	07/28/2026	1,965.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1691:					2,045.65	.00	
7734	CORONTZES, ARTHUR	080526	BDON RETURNED 795 SNOW KING	08/05/2026	1,000.00	1,000.00	08/05/2026
Total 7734:					1,000.00	1,000.00	
4918	DEAN'S PEST CONTROL LLC	113403	RODEN CONTROL	07/22/2026	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	113805	RODEN CONTROL	07/10/2026	60.00	.00	
4918	DEAN'S PEST CONTROL LLC	113830	RODEN CONTROL	07/29/2026	100.00	.00	
Total 4918:					270.00	.00	
148	DELL	10878706833	YEAR 2 OF 3 VLA ENTERPRISE	06/11/2026	134,187.32	.00	
Total 148:					134,187.32	.00	
708	DELTA DENTAL PLAN OF WYOM	07312026	CLAIMS	07/31/2026	12,850.80	12,850.80	08/05/2026
708	DELTA DENTAL PLAN OF WYOM	07312026	ADMIN FEE	07/31/2026	733.20	733.20	08/05/2026
708	DELTA DENTAL PLAN OF WYOM	07312026	ADJUSTMENTS	07/31/2026	.00	.00	
Total 708:					13,584.00	13,584.00	
3881	DEX IMAGING	AR15558324	COPIES	06/24/2026	132.04	.00	
3881	DEX IMAGING	AR15733224	COPIES	07/27/2026	134.59	.00	
3881	DEX IMAGING	AR15744040	COPIES	07/28/2026	426.61	.00	
Total 3881:					693.24	.00	
6883	DIVISION OF CHILD SUPPORT	08072026	DCSE CASE #0005405448	08/07/2026	509.23	509.23	08/10/2026
Total 6883:					509.23	509.23	
2934	DLT SOLUTIONS, INC.	SI743844	IMAGINIT SUPPORT	07/31/2026	395.00	.00	
Total 2934:					395.00	.00	
7446	ELAN ONE CARD	07312026	PLANETIZEN ADMIN 3567	07/31/2026	37.49	37.49	08/07/2026
7446	ELAN ONE CARD	07312026	VET APPAREL ANIMAL SHELTER 3324	07/31/2026	243.95	243.95	08/07/2026
7446	ELAN ONE CARD	07312026	UNITED CHIEF 0494	07/31/2026	50.00	50.00	08/07/2026
7446	ELAN ONE CARD	07312026	MARRIOTT CHIEF 0494	07/31/2026	1,963.70	1,963.70	08/07/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	07312026	WOMEN WE ADMIRE COMM DEV 3840	07/31/2026	495.00	495.00	08/07/2026
7446	ELAN ONE CARD	07312026	ELEANORS DETECTIVE SGT 6677	07/31/2026	7.00	7.00	08/07/2026
7446	ELAN ONE CARD	07312026	EGAUGE SYSTEMS WWTP 2901	07/31/2026	20.00	20.00	08/07/2026
7446	ELAN ONE CARD	07312026	THE BIRD WWTP 2901	07/31/2026	160.02	160.02	08/07/2026
7446	ELAN ONE CARD	07312026	RUST AUTOMATION & CONTROLS WWTP 2901	07/31/2026	711.72	711.72	08/07/2026
7446	ELAN ONE CARD	07312026	UPS STORE WWTP 2901	07/31/2026	24.34	24.34	08/07/2026
7446	ELAN ONE CARD	07312026	WALMART STREETS 4277	07/31/2026	315.88	315.88	08/07/2026
7446	ELAN ONE CARD	07312026	ONLINE WEB SERVICES VICTIM SERVICES 1944	07/31/2026	1,545.00	1,545.00	08/07/2026
7446	ELAN ONE CARD	07312026	ELK COUNTRY INN VICTIM SERVICES 1944	07/31/2026	262.20	262.20	08/07/2026
7446	ELAN ONE CARD	07312026	ST JOHNS MEDICAL VICTIM SERVICES 1944	07/31/2026	2.26	2.26	08/07/2026
7446	ELAN ONE CARD	07312026	DOMINOS VICTIM SERVICES 1944	07/31/2026	50.38	50.38	08/07/2026
7446	ELAN ONE CARD	07312026	TARGET VICTIM SERVICES 1944	07/31/2026	44.78	44.78	08/07/2026
7446	ELAN ONE CARD	07312026	ALBERTSONS START ADMIN 9251	07/31/2026	104.58	104.58	08/07/2026
7446	ELAN ONE CARD	07312026	ALBERTSONS START ADMIN 9251	07/31/2026	525.04	525.04	08/07/2026
7446	ELAN ONE CARD	07312026	COSTCO START ADMIN 9251	07/31/2026	39.73	39.73	08/07/2026
7446	ELAN ONE CARD	07312026	TETON CO CLERK START ADMIN 9251	07/31/2026	19.55	19.55	08/07/2026
7446	ELAN ONE CARD	07312026	RADIO ENGINEERING START ADMIN 9251	07/31/2026	336.00	336.00	08/07/2026
7446	ELAN ONE CARD	07312026	1800STENCIL STREETS 4277	07/31/2026	552.78	552.78	08/07/2026
7446	ELAN ONE CARD	07312026	OCCIPITAL PW ADMIN 4874	07/31/2026	298.60	298.60	08/07/2026
7446	ELAN ONE CARD	07312026	ALBERTSONS START ADMIN 9251	07/31/2026	42.08	42.08	08/07/2026
7446	ELAN ONE CARD	07312026	ALBERTSONS START ADMIN 9251	07/31/2026	9.98	9.98	08/07/2026
7446	ELAN ONE CARD	07312026	ALBERTSONS START ADMIN 9251	07/31/2026	43.24	43.24	08/07/2026
7446	ELAN ONE CARD	07312026	ALBERTSONS START ADMIN 9251	07/31/2026	55.09	55.09	08/07/2026
7446	ELAN ONE CARD	07312026	BIG HOLE BBQ START ADMIN 9251	07/31/2026	52.94	52.94	08/07/2026
7446	ELAN ONE CARD	07312026	SMITHS PERSONNEL 7099	07/31/2026	8.30	8.30	08/07/2026
7446	ELAN ONE CARD	07312026	STILLWEST PERSONNEL 7099	07/31/2026	197.37	197.37	08/07/2026
7446	ELAN ONE CARD	07312026	KING SUSHI PERSONNEL 7099	07/31/2026	75.00	75.00	08/07/2026
7446	ELAN ONE CARD	07312026	PERSEPHONE PERSONNEL 7099	07/31/2026	28.06	28.06	08/07/2026
7446	ELAN ONE CARD	07312026	COOLWORKS PERSONNEL 7099	07/31/2026	169.00	169.00	08/07/2026
7446	ELAN ONE CARD	07312026	JACKSON HOLE PENDLETON PERSONNEL 7099	07/31/2026	90.95	90.95	08/07/2026
7446	ELAN ONE CARD	07312026	STAPLES LIEUTENANT 7867	07/31/2026	23.52	23.52	08/07/2026
7446	ELAN ONE CARD	07312026	CHECKR PERSONNEL 7099	07/31/2026	59.84	59.84	08/07/2026
7446	ELAN ONE CARD	07312026	CHECKR PERSONNEL 7099	07/31/2026	76.24	76.24	08/07/2026
7446	ELAN ONE CARD	07312026	BROULIMS PERSONNEL 7099	07/31/2026	10.64	10.64	08/07/2026
7446	ELAN ONE CARD	07312026	BROULIMS PERSONNEL 7099	07/31/2026	10.19	10.19	08/07/2026
7446	ELAN ONE CARD	07312026	SMITHS PERSONNEL 7099	07/31/2026	8.74	8.74	08/07/2026
7446	ELAN ONE CARD	07312026	TETON SERVICE FEE LEGAL 7687	07/31/2026	4.00	4.00	08/07/2026
7446	ELAN ONE CARD	07312026	CLERK OF DISTRICT COURT LEGAL 7687	07/31/2026	160.00	160.00	08/07/2026
7446	ELAN ONE CARD	07312026	FRED MEYER LIEUTENANT 7867	07/31/2026	39.51	39.51	08/07/2026
7446	ELAN ONE CARD	07312026	COSTCO LIEUTENANT 7867	07/31/2026	383.08	383.08	08/07/2026
7446	ELAN ONE CARD	07312026	FED EX LIEUTENANT 7867	07/31/2026	22.75	22.75	08/07/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	07312026	PALISADES TOWING LIEUTENANT 7867	07/31/2026	250.00	250.00	08/07/2026
7446	ELAN ONE CARD	07312026	RIDLEYS JPD TRAINING TWO 6481	07/31/2026	65.85	65.85	08/07/2026
7446	ELAN ONE CARD	07312026	QDOBA JPD TRAINING TWO 6481	07/31/2026	13.17	13.17	08/07/2026
7446	ELAN ONE CARD	07312026	WENDYS JPD TRAINING TWO 6481	07/31/2026	15.08	15.08	08/07/2026
7446	ELAN ONE CARD	07312026	STARBUCKS JPD TRAINING TWO 6481	07/31/2026	16.44	16.44	08/07/2026
7446	ELAN ONE CARD	07312026	FEDEX JPD TRAINING TWO 6481	07/31/2026	23.40	23.40	08/07/2026
7446	ELAN ONE CARD	07312026	EXXON JPD TRAINING TWO 6481	07/31/2026	97.32	97.32	08/07/2026
7446	ELAN ONE CARD	07312026	HIGH SPEED GEAR JPD TRAINING ONE	07/31/2026	740.27	740.27	08/07/2026
7446	ELAN ONE CARD	07312026	ZERO09HOLSTERS JPD TRAINING ONE	07/31/2026	221.94	221.94	08/07/2026
7446	ELAN ONE CARD	07312026	AMERICAN ASSN JPD TRAINING ONE	07/31/2026	125.00	125.00	08/07/2026
7446	ELAN ONE CARD	07312026	DOMINOS JPD TRAINING ONE	07/31/2026	112.78	112.78	08/07/2026
7446	ELAN ONE CARD	07312026	LOAF N JUG JPD TRAINING ONE	07/31/2026	41.90	41.90	08/07/2026
7446	ELAN ONE CARD	07312026	REI JPD TRAINING TWO 6481	07/31/2026	48.00	48.00	08/07/2026
7446	ELAN ONE CARD	07312026	FIRST TACTICAL JPD SGT 2280	07/31/2026	629.93	629.93	08/07/2026
7446	ELAN ONE CARD	07312026	5.11 JPD SGT 2280	07/31/2026	1,048.60	1,048.60	08/07/2026
7446	ELAN ONE CARD	07312026	5.11 JPD SGT 2280	07/31/2026	417.30	417.30	08/07/2026
7446	ELAN ONE CARD	07312026	5.11 JPD SGT 2280	07/31/2026	96.30	96.30	08/07/2026
7446	ELAN ONE CARD	07312026	5.11 JPD SGT 2280	07/31/2026	40.10	40.10	08/07/2026
7446	ELAN ONE CARD	07312026	5.11 JPD SGT 2280	07/31/2026	192.60	192.60	08/07/2026
7446	ELAN ONE CARD	07312026	ENT PRO IT 7309	07/31/2026	975.00	975.00	08/07/2026
7446	ELAN ONE CARD	07312026	GODADDY IT 7309	07/31/2026	76.63	76.63	08/07/2026
7446	ELAN ONE CARD	07312026	DISH NETWORK IT 7309	07/31/2026	157.20	157.20	08/07/2026
7446	ELAN ONE CARD	07312026	CRAFTED YOGI IT 7309	07/31/2026	188.55	188.55	08/07/2026
7446	ELAN ONE CARD	07312026	STARLINK IT 7309	07/31/2026	85.00	85.00	08/07/2026
7446	ELAN ONE CARD	07312026	STARLINK IT 7309	07/31/2026	85.00	85.00	08/07/2026
7446	ELAN ONE CARD	07312026	ROBERT BROOKE FACILITIES PW 4135	07/31/2026	118.73	118.73	08/07/2026
7446	ELAN ONE CARD	07312026	BLUE360 MEDIA FINANCE 9639	07/31/2026	108.95	108.95	08/07/2026
7446	ELAN ONE CARD	07312026	TARGET IT 7309	07/31/2026	306.49	306.49	08/07/2026
7446	ELAN ONE CARD	07312026	STARLINK IT 7309	07/31/2026	785.00	785.00	08/07/2026
7446	ELAN ONE CARD	07312026	AMAZON IT 7309	07/31/2026	78.99	78.99	08/07/2026
7446	ELAN ONE CARD	07312026	ROLLING SQUARE IT 7309	07/31/2026	460.25	460.25	08/07/2026
7446	ELAN ONE CARD	07312026	ALLEGIANCE FLAG FACILITIES PW 4135	07/31/2026	189.03	189.03	08/07/2026
7446	ELAN ONE CARD	07312026	ALLEGIANCE FLAG FACILITIES PW 4135	07/31/2026	189.03	189.03	08/07/2026
7446	ELAN ONE CARD	07312026	ALLEGIANCE FLAG FACILITIES PW 4135	07/31/2026	189.04	189.04	08/07/2026
7446	ELAN ONE CARD	07312026	HOME DEPOT FACILITIES PW 4135	07/31/2026	419.00	419.00	08/07/2026
7446	ELAN ONE CARD	07312026	TRUDOR FACILITIES PW 4135	07/31/2026	359.75	359.75	08/07/2026
7446	ELAN ONE CARD	07312026	AUTODOOR FACILITIES PW 4135	07/31/2026	174.57	174.57	08/07/2026
7446	ELAN ONE CARD	07312026	HOLZOFFER FACILITIES PW 4135	07/31/2026	296.40	296.40	08/07/2026
7446	ELAN ONE CARD	07312026	HOME DEPOT FACILITIES PW 4135	07/31/2026	32.39	32.39	08/07/2026
7446	ELAN ONE CARD	07312026	AUTODOOR FACILITIES PW 4135	07/31/2026	1,398.61	1,398.61	08/07/2026
7446	ELAN ONE CARD	07312026	ANLEY FACILITIES PW 4135	07/31/2026	43.90	43.90	08/07/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	07312026	ANLEY FACILITIES PW 4135	07/31/2026	43.90	43.90	08/07/2026
7446	ELAN ONE CARD	07312026	ANLEY FACILITIES PW 4135	07/31/2026	43.90	43.90	08/07/2026
7446	ELAN ONE CARD	07312026	NOTION LABS COMM DEV 3840	07/31/2026	544.36	544.36	08/07/2026
7446	ELAN ONE CARD	07312026	CANVA COMM DEV 3840	07/31/2026	21.40	21.40	08/07/2026
7446	ELAN ONE CARD	07312026	MAILCHIMP COMM DEV 3840	07/31/2026	135.00	135.00	08/07/2026
7446	ELAN ONE CARD	07312026	WALMART DETECTIVE SGT 6677	07/31/2026	192.28	192.28	08/07/2026
7446	ELAN ONE CARD	07312026	REPAIR CLINIC FACILITIES PW 4135	07/31/2026	70.83	70.83	08/07/2026
7446	ELAN ONE CARD	07312026	TILEMART FACILITIES PW 4135	07/31/2026	26.06	26.06	08/07/2026
7446	ELAN ONE CARD	07312026	ICMA ADMIN 3567	07/31/2026	1,200.00	1,200.00	08/07/2026
7446	ELAN ONE CARD	07312026	INTL CODE COUNCIL BUILDING 8958	07/31/2026	180.00	180.00	08/07/2026
7446	ELAN ONE CARD	07312026	INTL ASSN CHIEF 0494	07/31/2026	500.00	500.00	08/07/2026
7446	ELAN ONE CARD	07312026	AUDIBLE CHIEF 0494	07/31/2026	16.00	16.00	08/07/2026
7446	ELAN ONE CARD	07312026	PEARL STREET CHIEF 0494	07/31/2026	94.13	94.13	08/07/2026
7446	ELAN ONE CARD	07312026	CANVA COMM DEV 3840	07/31/2026	75.44	75.44	08/07/2026
7446	ELAN ONE CARD	07312026	DOMINOS START OPER 4059	07/31/2026	64.14	64.14	08/07/2026
7446	ELAN ONE CARD	07312026	VERBLING VICTIM SERVICES 1944	07/31/2026	6.48	6.48	08/07/2026
7446	ELAN ONE CARD	07312026	COCA COLA VICTIM SERVICES 1944	07/31/2026	53.29	53.29	08/07/2026
7446	ELAN ONE CARD	07312026	SMITHS VICTIM SERVICES 1944	07/31/2026	141.99	141.99	08/07/2026
7446	ELAN ONE CARD	07312026	SMITHS VICTIM SERVICES 1944	07/31/2026	31.76	31.76	08/07/2026
7446	ELAN ONE CARD	07312026	PEARL STREET MARKET ADMIN 3567	07/31/2026	30.04	30.04	08/07/2026
7446	ELAN ONE CARD	07312026	ALBERTSONS START ADMIN 9251	07/31/2026	3.49	3.49	08/07/2026
7446	ELAN ONE CARD	07312026	ALBERTSONS START ADMIN 9251	07/31/2026	58.34	58.34	08/07/2026
7446	ELAN ONE CARD	07312026	TETON VALLEY GARDENS START ADMIN 9251	07/31/2026	100.00	100.00	08/07/2026
7446	ELAN ONE CARD	07312026	MYDIYSIGNS START ADMIN 9251	07/31/2026	1,838.00	1,838.00	08/07/2026
7446	ELAN ONE CARD	07312026	STAPLES START ADMIN 9251	07/31/2026	90.71	90.71	08/07/2026
7446	ELAN ONE CARD	07312026	OTC BRANDS START ADMIN 9251	07/31/2026	71.51	71.51	08/07/2026
7446	ELAN ONE CARD	07312026	STAPLES PLANNING 5582	07/31/2026	181.89	181.89	08/07/2026
7446	ELAN ONE CARD	07312026	SMITHS PW ADMIN 4874	07/31/2026	2.99	2.99	08/07/2026
7446	ELAN ONE CARD	07312026	STILLWEST PW ADMIN 4874	07/31/2026	262.89	262.89	08/07/2026
7446	ELAN ONE CARD	07312026	TEEPUBLIC PW ADMIN 4874	07/31/2026	1,116.87	1,116.87	08/07/2026
7446	ELAN ONE CARD	07312026	TEEPUBLIC PW ADMIN 4874	07/31/2026	1,116.87-	1,116.87-	08/07/2026
7446	ELAN ONE CARD	07312026	TEEPUBLIC PW ADMIN 4874	07/31/2026	1,085.06	1,085.06	08/07/2026
7446	ELAN ONE CARD	07312026	5.11 JPD SGT 2280	07/31/2026	353.10	353.10	08/07/2026
7446	ELAN ONE CARD	07312026	FED EX LIEUTENANT 7867	07/31/2026	26.81	26.81	08/07/2026
7446	ELAN ONE CARD	07312026	STAPLES LIEUTENANT 7867	07/31/2026	50.79	50.79	08/07/2026
7446	ELAN ONE CARD	07312026	TARGET PERSONNEL 7099	07/31/2026	80.85	80.85	08/07/2026
7446	ELAN ONE CARD	07312026	TARGET PERSONNEL 7099	07/31/2026	7.48	7.48	08/07/2026
7446	ELAN ONE CARD	07312026	WHOLE FOODS PERSONNEL 7099	07/31/2026	138.23	138.23	08/07/2026
7446	ELAN ONE CARD	07312026	HOME DEPOT FACILITIES PW 4135	07/31/2026	66.64	66.64	08/07/2026
7446	ELAN ONE CARD	07312026	LEMONSQUEEZY IT 7309	07/31/2026	5.68	5.68	08/07/2026
7446	ELAN ONE CARD	07312026	COURSERA IT 7309	07/31/2026	2,793.00	2,793.00	08/07/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	07312026	GODADDY IT 7309	07/31/2026	239.98	239.98	08/07/2026
7446	ELAN ONE CARD	07312026	UPS IT 7309	07/31/2026	23.87	23.87	08/07/2026
7446	ELAN ONE CARD	07312026	UPS IT 7309	07/31/2026	23.78	23.78	08/07/2026
Total 7446:					31,270.10	31,270.10	
1134	ENERGY LABORATORIES INC.	797810	OIL & GREASE	07/14/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	799496	PHOSPHORUS	07/21/2026	128.00	.00	
1134	ENERGY LABORATORIES INC.	799771	PHOSPHORUS	07/22/2026	233.00	.00	
1134	ENERGY LABORATORIES INC.	799979	OIL & GREASE	07/23/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	801087	OIL & GREASE	07/28/2026	172.00	.00	
1134	ENERGY LABORATORIES INC.	802010	PHOSPHORUS	07/31/2026	183.00	.00	
1134	ENERGY LABORATORIES INC.	802808	OIL & GREASE	08/04/2026	172.00	.00	
Total 1134:					1,232.00	.00	
6552	ETNA TRADE PARK LLC	090126	Star Valley Bus Storage - September Rent	09/01/2026	4,062.00	.00	
Total 6552:					4,062.00	.00	
3195	FERGUSON ENTERPRISES, IN	4770150	THIRD UNION & WILD NIP	07/14/2026	773.67	.00	
3195	FERGUSON ENTERPRISES, IN	4770265	BRS BUSH	07/14/2026	92.58	.00	
3195	FERGUSON ENTERPRISES, IN	4771471	BRS, WLD NIP, THRD UNION	07/14/2026	611.29	.00	
3195	FERGUSON ENTERPRISES, IN	4773900	THIRD UNION, WLD NIP, THIRD BUSH, ADAPTERS	07/14/2026	245.75	.00	
3195	FERGUSON ENTERPRISES, IN	4775308	NIPS	07/14/2026	207.52	.00	
Total 3195:					1,930.81	.00	
5337	FLAT CREEK WID	3	FCWID FY27	08/05/2026	12,000.00	.00	
Total 5337:					12,000.00	.00	
6365	GRAVITY GRAPHICS	16956	BEAR RESISTANT TRASH STICKERS	08/07/2026	543.50	.00	
Total 6365:					543.50	.00	
7497	GRIFFITH PARTNERSHIP LLC	090126	126 Aspen Dr - September Rent	09/01/2026	1,760.00	.00	
Total 7497:					1,760.00	.00	
6551	GWALTNEY, WOODROW	08062026	PHYSICAL	08/06/2026	155.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6551:					155.00	.00	
7181	HANSEN EARTH WORKS LLC	3861	WORK ON WATERLINES	06/23/2026	20,778.76	.00	
Total 7181:					20,778.76	.00	
706	HD SUPPLY, INC.	INV0110743	PULSATRON W/ MODBUS	07/23/2026	7,799.84	.00	
Total 706:					7,799.84	.00	
7860	HERITAGE LANDSCAPE SUPPL	0027845787-0	PIPE	06/22/2026	56.91	.00	
7860	HERITAGE LANDSCAPE SUPPL	0027895932-0	MALE ADAPTER	06/23/2026	12.84	.00	
7860	HERITAGE LANDSCAPE SUPPL	0028307308-0	BRASS UNION	07/13/2026	62.52	.00	
7860	HERITAGE LANDSCAPE SUPPL	0028431199-00	PIPE CELL, COUPLER, ELBOW, PRIMER	07/17/2026	149.58	.00	
Total 7860:					281.85	.00	
96	HIGH COUNTRY LINEN	0580740	LAUNDRY	07/08/2026	73.44	.00	
96	HIGH COUNTRY LINEN	0583098	MATS	07/20/2026	55.00	.00	
96	HIGH COUNTRY LINEN	0584450	LAUNDRY	07/27/2026	90.00	.00	
96	HIGH COUNTRY LINEN	0584451	LAUNDRY	07/27/2026	10.11	.00	
96	HIGH COUNTRY LINEN	0584451	LAUNDRY	07/27/2026	48.30	.00	
96	HIGH COUNTRY LINEN	0584451	LAUNDRY	07/27/2026	23.72	.00	
96	HIGH COUNTRY LINEN	0584537	MATS	07/27/2026	11.90	.00	
96	HIGH COUNTRY LINEN	0585321	LAUNDRY	07/30/2026	9.15	.00	
96	HIGH COUNTRY LINEN	0585321	LAUNDRY	07/30/2026	22.58	.00	
96	HIGH COUNTRY LINEN	0585321	LAUNDRY	07/30/2026	43.18	.00	
96	HIGH COUNTRY LINEN	0585321	LAUNDRY	07/30/2026	6.65	.00	
96	HIGH COUNTRY LINEN	0585321	LAUNDRY	07/30/2026	9.15	.00	
96	HIGH COUNTRY LINEN	0585321	LAUNDRY	07/30/2026	76.01	.00	
96	HIGH COUNTRY LINEN	0585321	LAUNDRY	07/30/2026	6.94	.00	
96	HIGH COUNTRY LINEN	0585321	LAUNDRY	07/30/2026	6.94	.00	
96	HIGH COUNTRY LINEN	0585411	MATS	07/30/2026	329.13	.00	
96	HIGH COUNTRY LINEN	0585893	LAUNDRY	08/03/2026	.42	.00	
96	HIGH COUNTRY LINEN	0585893	LAUNDRY	08/03/2026	15.48	.00	
96	HIGH COUNTRY LINEN	0585893	LAUNDRY	08/03/2026	48.30	.00	
96	HIGH COUNTRY LINEN	0585970	MATS	08/03/2026	25.00	.00	
96	HIGH COUNTRY LINEN	S0582656	MOP	07/16/2026	20.50	.00	
96	HIGH COUNTRY LINEN	S0583249	SUPPLIES	07/20/2026	226.00	.00	
96	HIGH COUNTRY LINEN	S0583318	SUPPLIES	07/20/2026	224.17	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	S0583807	SUPPLIES	07/22/2026	101.16	.00	
96	HIGH COUNTRY LINEN	S0584077	LAUNDRY	07/23/2026	43.05	.00	
96	HIGH COUNTRY LINEN	S0584077	LAUNDRY	07/23/2026	6.65	.00	
96	HIGH COUNTRY LINEN	S0584077	LAUNDRY	07/23/2026	14.14	.00	
96	HIGH COUNTRY LINEN	S0584077	LAUNDRY	07/23/2026	4.45	.00	
96	HIGH COUNTRY LINEN	S0584077	LAUNDRY	07/23/2026	4.45	.00	
96	HIGH COUNTRY LINEN	S0584077	LAUNDRY	07/23/2026	9.98	.00	
96	HIGH COUNTRY LINEN	S0584077	LAUNDRY	07/23/2026	22.58	.00	
96	HIGH COUNTRY LINEN	S0584937	SUPPLIES	07/28/2026	248.60	.00	
Total 96:					1,837.13	.00	
6455	HIRST APPLGATE, LLP	3654	MATTER ID 84619-0007 RECORDS	08/05/2026	3,815.00	.00	
6455	HIRST APPLGATE, LLP	3657	MATTER ID 84619-0008 HOUSING	08/05/2026	4,812.50	.00	
Total 6455:					8,627.50	.00	
7842	HOYT ARCHITECTS LLC	2626	BLEACHERS/LOCKERS	04/15/2026	5,682.99	.00	
Total 7842:					5,682.99	.00	
36	IDAHO STATE TAX COMMISSIO	07312026	JULY 2026	07/31/2026	7,436.00	7,436.00	08/03/2026
Total 36:					7,436.00	7,436.00	
3323	IDAHO TRAFFIC SAFETY, INC.	230403	GLASS BEADS for crosswalk	05/01/2026	924.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	230430	GLASS BEADS for crosswalk	05/07/2026	924.00	.00	
Total 3323:					1,848.00	.00	
106	INTERSTATE BATTERY	950009938	BATTERIES	07/27/2026	424.85	.00	
Total 106:					424.85	.00	
6954	IVY OUTDOOR SERVICES LLC	0000212	TRASH TOWN HAL	08/02/2026	22,811.04	.00	
Total 6954:					22,811.04	.00	
7163	JACKSON GROUP LOCKBOX	727722IF	DISC ROTORS	07/27/2026	1,127.68	.00	
7163	JACKSON GROUP LOCKBOX	727815IF	OIL FILLER TUBES	07/20/2026	324.60	.00	
7163	JACKSON GROUP LOCKBOX	728249IF	DISC ROTORS & BRAKE PADS	07/22/2026	2,392.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7163:					3,844.84	.00	
6474	JACKSON HOLE LAW, PC	2902	JUNE 2026	06/30/2026	3,507.50	.00	
Total 6474:					3,507.50	.00	
131	JACKSON HOLE NEWS & GUID	381129	ELECTRIC PICKUP	09/03/2025	70.00	.00	
131	JACKSON HOLE NEWS & GUID	381130	FOUR AWD SUVS	09/03/2025	70.00	.00	
131	JACKSON HOLE NEWS & GUID	390031	VOIDED CHECK 24198	07/01/2026	2,493.75-	.00	
131	JACKSON HOLE NEWS & GUID	390031	VOIDED CHECK 24198	07/01/2026	2,493.75	.00	
131	JACKSON HOLE NEWS & GUID	390360	P26-114	07/15/2026	26.25	.00	
131	JACKSON HOLE NEWS & GUID	390361	P25-163	07/15/2026	31.50	.00	
131	JACKSON HOLE NEWS & GUID	390528	RIDGELINE EXCAVATION	07/22/2026	73.50	.00	
131	JACKSON HOLE NEWS & GUID	390644	WORKSHOP	07/29/2026	178.50	.00	
131	JACKSON HOLE NEWS & GUID	390645	REGULAR MTG	07/29/2026	656.25	.00	
131	JACKSON HOLE NEWS & GUID	390714	PM26-016	07/29/2026	26.25	.00	
131	JACKSON HOLE NEWS & GUID	390766	STREET OPERATOR	07/29/2026	779.00	.00	
131	JACKSON HOLE NEWS & GUID	390767	WINTER TRANSIT OPERATOR	07/29/2026	623.20	.00	
131	JACKSON HOLE NEWS & GUID	390768	STREET OPERATOR	07/29/2026	623.20	.00	
131	JACKSON HOLE NEWS & GUID	390769	CITIZEN SERVICES	07/29/2026	779.00	.00	
131	JACKSON HOLE NEWS & GUID	391024	ORDINANCE 1462	08/05/2026	231.00	.00	
131	JACKSON HOLE NEWS & GUID	391136	TRANSIT SAFETY & TRAINER	08/05/2026	623.20	.00	
131	JACKSON HOLE NEWS & GUID	391137	ASST PW DIRECTOR	08/05/2026	623.20	.00	
Total 131:					5,414.05	.00	
4821	JACKSON HOLE ROASTERS	3032	COFFEE	07/24/2026	96.00	.00	
Total 4821:					96.00	.00	
239	JH20 WATER CONDITIONING &	13549	water	07/02/2026	97.50	.00	
Total 239:					97.50	.00	
2647	JHAM, INC.	JPD 073026	SAFARILAND HARDWIRE 888A PANET SETE	07/30/2026	2,771.10	.00	
Total 2647:					2,771.10	.00	
2485	KENWORTH SALES COMPANY	004P92292	FREON	07/22/2026	618.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2485:					618.00	.00	
7112	KJ'S SERVICES INVESTMENTS	090126	Alpine - September Rent	09/01/2026	3,087.00	.00	
7112	KJ'S SERVICES INVESTMENTS	090126	Alpine - September Internet	09/01/2026	35.00	.00	
Total 7112:					3,122.00	.00	
7904	KORMAN SIGNS INC	416845	BUS SIGNS	07/28/2026	383.20	.00	
Total 7904:					383.20	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE003022	SERVER ROOM REFRIGERANT DETECTOR	07/07/2026	1,618.30	.00	
Total 4380:					1,618.30	.00	
156	LOWER VALLEY ENERGY INC	090126	355 W Deloney E5 - September Rent	09/01/2026	3,000.00	.00	
Total 156:					3,000.00	.00	
677	MACY'S SERVICES	128374	CONST-SHORT TERM	08/01/2026	93.75	.00	
677	MACY'S SERVICES	128374	CONST-SHORT TERM	08/01/2026	150.00	.00	
677	MACY'S SERVICES	128374	CONST-SHORT TERM	08/01/2026	131.25	.00	
677	MACY'S SERVICES	45109	PUMP GREASE/SEPTIC	06/30/2026	3,310.25	.00	
677	MACY'S SERVICES	48558	ADMIN FEE	04/02/2026	52.50	.00	
677	MACY'S SERVICES	48953	DRUG SCREEN	06/02/2026	90.50	.00	
677	MACY'S SERVICES	49142	DRUG SCREEN	06/11/2026	90.50	.00	
Total 677:					3,918.75	.00	
5986	Mountain Fire Protection	4807	REDUCE COUPLING	04/26/2026	46.08	.00	
Total 5986:					46.08	.00	
4623	MSC INDUSTRIAL SUPPLY CO	8524364001	DEGREASER, SCREWS, RAZOR, CRIMP, WEIGHTS	07/16/2026	565.53	.00	
Total 4623:					565.53	.00	
257	NAPAAUTO PARTS INC.	402596	SHOCK & STRUT	07/07/2026	672.50	.00	
257	NAPAAUTO PARTS INC.	406412	EXPANSION VALVE	07/21/2026	35.09	.00	
257	NAPAAUTO PARTS INC.	406449	TAPE	07/21/2026	44.52	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	406845	CEMENT & RU-BLYDE LUBE	07/22/2026	25.61	.00	
257	NAPA AUTO PARTS INC.	406959	OIL FILTER	07/23/2026	8.90	.00	
257	NAPA AUTO PARTS INC.	407394	BRAKE AWAY KIT, BATTERY BOX & CORE DEPOSIT	07/24/2026	48.85-	.00	
257	NAPA AUTO PARTS INC.	407454	BATTERY	07/24/2026	166.65	.00	
257	NAPA AUTO PARTS INC.	407647	BATTERY	07/24/2026	166.65-	.00	
257	NAPA AUTO PARTS INC.	408476	OIL & AIR FILTER	07/28/2026	25.97	.00	
257	NAPA AUTO PARTS INC.	408700	BOTTLE JACK	07/29/2026	17.86	.00	
257	NAPA AUTO PARTS INC.	408703	FLAP DISCS	07/29/2026	21.69	.00	
257	NAPA AUTO PARTS INC.	409843	AIR, OIL & FUEL FILTERS	08/03/2026	124.76	.00	
257	NAPA AUTO PARTS INC.	410239	DISC PAD & BRAKE ROTO	08/04/2026	233.99	.00	
257	NAPA AUTO PARTS INC.	410256	SPARK PLUGS	08/04/2026	107.94	.00	
257	NAPA AUTO PARTS INC.	410275	BRAKE PADS & ROTO	08/04/2026	233.99	.00	
Total 257:					1,503.97	.00	
7901	NORTHVIEW BUILDING GROU	072926	RELEASE BOND DEM25-0004 380 TETON AVENUE	07/29/2026	6,000.00	.00	
Total 7901:					6,000.00	.00	
5037	OLDCASTLE PRECAST INC	9000168425	FRAME, COVER, RING	07/22/2026	6,169.00	.00	
Total 5037:					6,169.00	.00	
7242	PITTS, SAMANTHA	07282026	MONTHLY IT HARDWARE PMT	07/28/2026	77.83	.00	
Total 7242:					77.83	.00	
4894	PLATT	6V27028	TMPR DECORA, DECRA, GFI, BLANK PLT	12/02/2025	161.91	.00	
4894	PLATT	7L01245	ELBOW	07/29/2026	4.66	.00	
4894	PLATT	7M72201	FUSES	07/20/2026	7.07	.00	
Total 4894:					173.64	.00	
7591	POINT S REXBURG	92--2016	TIRES	07/20/2026	8,253.96	.00	
7591	POINT S REXBURG	92--2638	TIRES	08/04/2026	8,711.16-	.00	
7591	POINT S REXBURG	92--2639	TIRES	08/04/2026	8,077.20	.00	
Total 7591:					7,620.00	.00	
7723	PREMIER CLEANING SERVICES	26693	JULY CLEANING PW	07/31/2026	1,214.00	.00	
7723	PREMIER CLEANING SERVICES	26736	JULY CLEANING START & FLEET	07/31/2026	1,820.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7723	PREMIER CLEANING SERVICES	26736	JULY CLEANING START & FLEET	07/31/2026	304.00	.00	
Total 7723:					3,338.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775851775	TURBO KIT & CORE DEPOSIT	07/16/2026	2,232.79	.00	
Total 6483:					2,232.79	.00	
7903	QUILL CORPORATION	49706222	PAPER & FILE FOLDERS	07/22/2026	60.98	.00	
Total 7903:					60.98	.00	
7066	R & A SAFETY LLC	49192	DRUG SCREEN	07/09/2026	90.50	.00	
7066	R & A SAFETY LLC	49208	DRUG SCREEN	07/10/2026	90.50	.00	
7066	R & A SAFETY LLC	49252	DRUG SCREEN	07/16/2026	90.50	.00	
7066	R & A SAFETY LLC	49262	DRUG SCREEN	07/16/2026	90.50	.00	
7066	R & A SAFETY LLC	49299	DRUG SCREEN	07/21/2026	90.50	.00	
7066	R & A SAFETY LLC	49346	DRUG SCREEN	07/30/2026	90.50	.00	
Total 7066:					543.00	.00	
7460	RAMANATHAN, BRINDA	090126	355 W Deloney A5 - September Rent	09/01/2026	2,500.00	.00	
Total 7460:					2,500.00	.00	
7341	RICH, SAMUEL	08042616561	1/2 DR S80 S936	08/04/2026	30.00	.00	
7341	RICH, SAMUEL	08042616565	SCREWDRIVER & USED TOOL	08/04/2026	22.50	.00	
Total 7341:					52.50	.00	
4723	RON'S TOWING LLC	26-45206	TOW FOR ARREST	07/30/2026	225.00	.00	
Total 4723:					225.00	.00	
2850	RT1 INC	0000F04G5631	POSTAGE	08/01/2026	26.21	.00	
Total 2850:					26.21	.00	
13	SAFETY SUPPLY & SIGN CO., I	198784	30 MIN LOADING SIGNS	07/21/2026	849.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 13:					849.00	.00	
7908	SCOTT LAND & TIMBER CO. IN	12614	DIPPERFOX SC 400 & HANGER BRACKET	08/03/2026	17,639.36	.00	
Total 7908:					17,639.36	.00	
5216	Shaw Construction of Wyoming, L	12990	SNOW KING EVENT CENTER	07/31/2026	153,822.83	.00	
Total 5216:					153,822.83	.00	
4359	SHERWIN-WILLIAMS CO.	698541605905	PAINT	05/11/2026	270.30	.00	
4359	SHERWIN-WILLIAMS CO.	718681605905	PAINT	05/14/2026	810.90	.00	
Total 4359:					1,081.20	.00	
4720	SILVERSTAR	AUG26-54639	CIRCUIT SERVICES	08/01/2026	2,756.41	.00	
4720	SILVERSTAR	AUG26-654791	INTERNET	08/01/2026	3,348.11	.00	
4720	SILVERSTAR	AUG26-967529	INTERNET	07/21/2026	63.70	.00	
Total 4720:					6,168.22	.00	
7647	SKIDATA, INC.	IN00097905	NAGEL TICKETS & BOLTS	07/27/2026	5,025.00	.00	
Total 7647:					5,025.00	.00	
6332	SMITH, MEGAN AMANDA	336	APRIL-MAY 2025 CONSULTING	06/11/2026	4,800.00	.00	
Total 6332:					4,800.00	.00	
7050	SOSA'S JANITORIAL SERVICE	0000274	TOWN HALL CLEANING	08/01/2026	6,727.50	.00	
7050	SOSA'S JANITORIAL SERVICE	0000275	155 E PEARL CLEANING	07/04/2026	675.00	.00	
Total 7050:					7,402.50	.00	
7546	SPACE EXPLORATION TECHNO	INV-DF-US-YE	4 ROAM PLANS & 1 RESIDENTIAL	08/01/2026	785.00	.00	
Total 7546:					785.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334667150	EXAM	06/01/2026	38.83-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334667151	EXAM	06/01/2026	31.11-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1505:					69.94-	.00	
6838	SPSC POA - South Park Services	08012026	WATER & LOT FEE	08/01/2026	303.82	.00	
Total 6838:					303.82	.00	
7843	STONE'S TOWN AND COUNTRY	51000964 1	CORE CHARGE	07/24/2026	70.00-	.00	
7843	STONE'S TOWN AND COUNTRY	51001014 1	AWD MODULE	07/29/2026	512.76	.00	
7843	STONE'S TOWN AND COUNTRY	51001035 1	PUMP	07/31/2026	658.86	.00	
7843	STONE'S TOWN AND COUNTRY	52000682 1	HOSE & SEAL	07/24/2026	140.03-	.00	
Total 7843:					961.59	.00	
1054	SUNRISE ENVIRONMENTAL	162145	INSECT SPRAY	07/21/2026	151.15	.00	
Total 1054:					151.15	.00	
7076	SUSTAINABLE STRATEGIES DC	5117	AUGUST 2026	07/31/2026	8,000.00	.00	
Total 7076:					8,000.00	.00	
581	TETON COUNTY INTEGRATED	796378	YARD WASTE	07/21/2026	46.00	.00	
581	TETON COUNTY INTEGRATED	796937	TRASH	07/23/2026	129.00	.00	
Total 581:					175.00	.00	
2362	TETON COUNTY PUBLIC HEALT	26-1838	water test	07/16/2026	500.00	.00	
Total 2362:					500.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	07272026	APRIL-JUNE 2026 REIMBURSEMENTS	07/27/2026	3,026.43	.00	
55	TETON COUNTY SHERIFF'S-JAI	07282026	JANUARY-MARCH 2026 REIMBURSEMENTS	07/28/2026	3,769.76	.00	
55	TETON COUNTY SHERIFF'S-JAI	726	JUNE INMATES	07/14/2026	3,500.00	.00	
Total 55:					10,296.19	.00	
7905	TETON RAPTOR CENTER	06232026	CAMERA SUPPLIES	06/23/2026	9,010.00	.00	
Total 7905:					9,010.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
270	TETON RENTAL CENTER	1-507030	TRIMMER & SAW BLADE	07/27/2026	461.98	.00	
Total 270:					461.98	.00	
7026	TETON SCIENCE SCHOOL, INC	07282026	GRATUITY FOR YELLOWSTONE GUIDES LIENZ DELEGATION	07/28/2026	800.00	.00	
Total 7026:					800.00	.00	
7895	THE LINCOLN NATIONAL LIFE I	6527443	SUPPLEMENTAL INSURANCES AUGUST 2026	07/22/2026	3,945.50	3,945.50	08/05/2026
7895	THE LINCOLN NATIONAL LIFE I	AUG26-134170	EMPLOYER PAID LIFE, ADD, STD, LTD	07/20/2026	7,839.07	7,839.07	08/05/2026
7895	THE LINCOLN NATIONAL LIFE I	AUG26-134170	EMPLOYEE PAID LIFE INS	07/20/2026	1,816.57	1,816.57	08/05/2026
Total 7895:					13,601.14	13,601.14	
3955	THOMSON WEST	853903401	SOFTWARE SUBSCRIPTION	08/01/2026	797.86	.00	
3955	THOMSON WEST	853903401	SOFTWARE SUBSCRIPTION	08/01/2026	797.86	.00	
Total 3955:					1,595.72	.00	
6363	TMSC LLC	08022026 2020	LIGHTING RETROFIT PW BAYS 1,2,3 & 5	08/02/2026	3,265.00	.00	
6363	TMSC LLC	08022026 202-	LIGHTING RETROFIT PW BAYS 1,2,3 & 5	08/02/2026	562.50	.00	
6363	TMSC LLC	08022026 2026	COMPLETE LIGHTING SERVER ROOM AT TOWN HALL	08/02/2026	1,026.05	.00	
6363	TMSC LLC	08022026 2026	ADD OUTLET IN LOBBY FOR XRAY MACHINE	08/02/2026	975.20	.00	
6363	TMSC LLC	2026-005-012	NEW GENERATOR SITE WORK	08/02/2026	7,075.50	.00	
Total 6363:					12,904.25	.00	
5666	TRANSIT TALENT LLC	1442607	START SUPERVISOR AD	07/24/2026	140.00	.00	
Total 5666:					140.00	.00	
4503	TRAPHAGEN, JEROMIE	07312026	SFST WET LAB TRAINING	07/31/2026	102.00	.00	
Total 4503:					102.00	.00	
7900	US COURTS: PACER	07102026	ELECTRONIC RECORDS	07/10/2026	73.10	.00	
Total 7900:					73.10	.00	
7878	VALOR ROOT CONTROL, LLC	2021	HYDRO TRIGGER GUN	07/08/2026	375.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7878:					375.00	.00	
4848	WAMCO LAB, INC.	15264	TOXICITY TEST	07/29/2026	650.00	.00	
Total 4848:					650.00	.00	
2247	WATKINS, MARK	07202026	MILEAGE REIMBURSEMENT FOR DUI IMPACT PANEL SPEAKER	07/20/2026	72.05	.00	
Total 2247:					72.05	.00	
7550	WBC PROPERTIES	090126	Virginian 69-7 - September Rent	09/01/2026	2,150.00	.00	
Total 7550:					2,150.00	.00	
1640	WESTERN STATE	CN035579	ELK REFUGE #1	07/30/2026	.01-	.00	
1640	WESTERN STATE	IN002676012	BOLTS, NUTS, EDGE CUTTING	07/15/2026	8,368.84	.00	
1640	WESTERN STATE	IN003668570	WWT WEST UV	07/09/2026	497.64	.00	
1640	WESTERN STATE	IN003675776	3 CREEK RANCH	07/15/2026	1,094.80	.00	
1640	WESTERN STATE	IN003683861	VERTICLE HRVE	07/22/2026	1,042.07	.00	
1640	WESTERN STATE	IN003684094	ELK REFUGE #1	07/22/2026	1,031.08	.00	
Total 1640:					12,034.42	.00	
6117	WILSON, JOHN	090126	Wildflower Court - September Rent	09/01/2026	2,400.00	.00	
Total 6117:					2,400.00	.00	
3619	WY CHILD SUPPORT ENFORCE	08072026	266445	08/07/2026	452.30	452.30	08/10/2026
Total 3619:					452.30	452.30	
4139	WY WORKERS' SAFETY & COM	07312026	JULY 2026	07/31/2026	13,473.64	13,473.64	08/03/2026
Total 4139:					13,473.64	13,473.64	
7784	WYOMING DEPARTMENT OF T	07312026	JULY 2026	07/31/2026	562.43	.00	
Total 7784:					562.43	.00	
4198	WYOMING FIRST AID & SAFETY	90003879	SUPPLIES FOR OFFICE FIRST AID	07/15/2026	474.96	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4198:					474.96	.00	
7065	WYOMING LAW ENFORCEMEN	08062026	OFFICER EDUCATION TRAINING FEE	08/06/2026	170.00	.00	
Total 7065:					170.00	.00	
329	WYOMING RETIREMENT SYST	285857, 28585	JULY 2026	07/31/2026	235,530.08	235,530.08	08/05/2026
Total 329:					235,530.08	235,530.08	
1208	WYOMING SECRETARY OF STA	07272026	NOTARY PUBLIC NAME CHANGE JESSICA CHITWOOD/ASADORIAN	07/27/2026	10.00	.00	
Total 1208:					10.00	.00	
1764	WYOMING.COM INC	2348324	DOMAIN HOSTING	08/05/2026	5.00	.00	
Total 1764:					5.00	.00	
2842	YELLOW IRON WASTE, LLC	260729359741	TRASH TREATMENT PLANT	07/31/2026	378.00	.00	
Total 2842:					378.00	.00	
Grand Totals:					1,037,580.50	331,318.76	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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:	August 17, 2026	Meeting Title:	Regular - Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Standard Contract Consideration for Approval	Public Comment:	Yes

Purpose or Policy Considerations.

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

Recommendations.

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

Background, Analysis, and Key Policy Questions.

1. Amendment and Restatement Workforce Ownership Deed Restriction for 105 Mercill Unit No. 207

- **Purpose:** The purpose of this item is for Council to consider updating the Workforce Ownership Deed Restriction for 105 Mercill Unit No. 207. The home has been sold, and the deed restriction needs to be updated to reflect the new owners.
- **Term:** The term is perpetual.
- **Cost and Payment Terms:** \$0.00.
- **Department & Budget Detail:** This item is for the Housing Department and has no cost to the Department.

2. Contract Addendums with Navitus Health Solutions, LLC

- **Purpose:** The purpose of this item is to execute three documents with Navitus, which provide a pharmacy benefit management services to the Town – *Client Addendum to Master Pharmacy Management Services Agreement, Copay True Addendum, Access Guidance Services Addendum*. Navitus has provided the Town this service since Fiscal Year '20. Navitus duties include processing claims, rendering clinical and formulary services, providing management reports and consultative services, and managing rebates. These contract addendums allow optional services to increase benefits and increase rebate opportunities.
- **Term:** January 1, 2025 to December 31, 2027; then continuing year to year until terminated or amended.
- **Cost and Payment Terms:** \$0.40 per member per month expenditure, which is approximately \$1,300 for FY27. Fees are paid monthly based on covered employees and their dependents. Staff expect there to be offsetting rebates (revenue).
- **Department & Budget Detail:** This item is for the Finance Department and is included in the Employee Insurance Fund budget for the Medical Expenditure line item.

3. Stilson Transit Center Operating Agreement

- **Purpose:** The purpose of the Stilson Transit Center Operating Agreement is to clarify repair and maintenance responsibilities between the Town of Jackson and Teton County for the Stilson Transit Center, located at 1500 North Beckley Park Way, Wilson, Wyoming. The Town (START Bus) will occupy and use the Stilson Transit Center which will now be part of the START public transportation system. The Town agrees to provide the following maintenance for the Transit Center building: cleaning of the Transit Center, minor repair and maintenance of the Transit Center, collection of trash and recycling (including for the bike shelter parking lot), maintenance of START transit signage, snow removal from the sidewalk attached to the Transit Center, payment of all utilities (electric, sewer, water, internet).
- **Term:** 5 years.

- *Cost and Payment Terms:* \$0.00.
- *Department & Budget Detail:* This item is for the START Department and the cost for undertaking the work Town agrees to pursuant to the Agreement is included in START's Departmental budget.
- *Notable Condition.* Teton County will own the land, the Stilson Transit Center facility, and the parking lot.

4. Grant Award Agreement Between Wyoming Office of Homeland Security and Town of Jackson

- *Purpose:* The purpose of this item is to accept a grant from the State Homeland Security Program (SHSP), which was awarded to the Town for the purchase of state-of-the-art chlorine shutoff actuators. These actuators integrate with the current chlorine sensors to allow the system to shut down all chlorine tanks on-site instantly and autonomously. These shut off actuators will enhance the safety of the public in proximity to well houses using chlorine gas, the safety of first responders, Town of Jackson staff, and will increase our resiliency to sabotage, accidental discharge, and natural disasters.
- *Term:* January 1, 2026 to August 31, 2026.
- *Cost and Payment Terms:* \$62,500 (grant award to the Town of Jackson).
- *Department & Budget Detail:* This item is for the Public Works Department and grant will be accounted for in the Public Work's Departmental budget.

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

Possible Alternatives.

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

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

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The fiscal impact for each contract is set forth above.

Staff Impact.

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

Attachments or Links.

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

1. Amendment and Restatement Workforce Ownership Deed Restriction for 105 Mercill Unit No. 207
2. Contract Addendums with Navitus Health Solutions, LLC
3. Stilson Transit Center Operating Agreement
4. Grant Award Agreement Between Wyoming Office of Homeland Security and Town of Jackson

Suggested Motion.

1. I move to approve the Amendment and Restatement Workforce Ownership Deed Restriction for 105 Mercill Unit No. 207, subject to minor changes by staff.
2. I move to approve the Contract Addendums with Navitus Health Solutions, LLC, subject to minor changes by staff.
3. I move to approve the Stilson Transit Center Operating Agreement, subject to minor changes by staff.
4. I move to approve the Grant Award Agreement Between Wyoming Office of Homeland Security and Town of Jackson, subject to minor changes by staff.

**Workforce Ownership Deed Restriction for Property
Located at 105 Mercill Unit #207
Mercill Avenue Condominiums**

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 2026(the "Effective Date"), by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

Unit 207 of the Mercill Avenue Condominiums Addition to the Town of Jackson, Wyoming, according to that Plat recorded in the Office of the Teton County Clerk on March 28th, 2023 as Plat No. 1450 and as further defined and described in that Declaration of Condominium for Mercill Avenue Condominiums recorded in the Office of the Teton County Clerk on March 28th, 2023 as Document Number 1056241, and any amendments and supplements thereto recorded in the Office of the Teton County Clerk of Teton County, Wyoming from time to time.

PIDN:22-41-16-28-4-35-009] ("Land")

WHEREAS, this restriction amends, restates, supersedes, and replaces in its entirety the Special Restrictions for Workforce Ownership Housing Located at 105 Mercill Avenue; recorded on March 28, 2023 As Document Number 10562457 in the Teton County Clerk's office (hereafter "the 2023 Restriction");

WHEREAS, as a condition of its approval for Building Permit #B20-0512 and the Condo Plat Approval P22-298 (collectively, "FDP Approval") Owner was required to dedicate thirty (30) Workforce units whose owners or tenants will occupy the units as their sole primary residences and to place a Workforce Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations (Rules and Regulations").

WHEREAS, in accordance with Section 11.C of the 2023 Restriction, Owner and Town of Jackson desire to amend and restate the restriction for the following Residential Unit;

- Unit 207, with 1 bedroom. ("Residential Unit").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to Wyoming Statutes §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

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

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners have duly enacted the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"), and this Restriction is subject to such Rules and Regulations as they are amended from time to time. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time, and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter), then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply;

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of the FDP Approval, and consistent with the Town of Jackson's goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, Declarant desires to record this Restriction and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to this Restriction and the Rules and Regulations, as they may be amended from time to time, which Restriction shall be in addition to all other covenants, conditions, or restrictions of record affecting the Residential Unit, and shall be enforceable by JTCHA and the Town of Jackson, Wyoming. Furthermore, Declarant hereby declares that where the term "Declarant" is used in this Restriction it includes and means each and every subsequent owner, unless otherwise specifically clarified.

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

ARTICLE I OWNERSHIP

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

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

1.1.2 Income Limit. At time of purchase and in perpetuity during ownership, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations. A maximum of 25% of all Household income may be obtained from non-local sources, as set forth in the Rules & Regulations.

1.1.3 Residential Real Estate. At time of purchase and in perpetuity during ownership, no member of the Qualified Household may own (whether individually, in trust, or through an entity,

including, without limitation, a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

- 1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective buyer is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.
- 1.3 Exception for Declarant. Notwithstanding the foregoing, it is understood and acknowledged that at the time of recordation of this Restriction the Declarant may still hold title to the Residential Unit. If Declarant still holds title to the Residential Unit at the time of recordation, Declarant is not required to be a Qualified Household. However, Declarant understands and agrees that it is required to sell the Residential Unit to a Qualified Household in accordance with the terms of this Restriction and the Rules and Regulations no later than one year after receipt of a certificate of occupancy for the Residential Unit.
- 1.4 Ownership by Housing Department. Notwithstanding the foregoing, JTCHA may purchase and own the Residential Unit.

ARTICLE II OCCUPANCY, IMPROVEMENT, AND USE

- 2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations apply to the Residential Unit.
- 2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.
- 2.3 Guests. Guests over the age of 18 shall not occupy the Residential Unit for more than 30 cumulative days per calendar year.
- 2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior, exterior, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may, but is not required to, take action to restore the unit to a safe, decent, and sanitary condition, and be reimbursed by Declarant for costs thereof, all as set forth in the Rules and Regulations.
- 2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations as determined at the sole discretion of the Housing Department. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.
- 2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions, defined as any set of rules and governing the use of the Residential Unit that are recorded in the Teton County Clerk's records by a Homeowner's Association or other entity; and all supplements and amendments thereto.

- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in this Restriction and the Rules and Regulations.
- 2.9 Renting. The Residential Unit may not be rented, nor may any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure except to the extent allowed in Rules & Regulations. Neither shall the same be otherwise occupied by persons other than as permitted in this Restriction.
- 2.10 Periodic Reporting. To confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submissions, and all supplemental requests as set forth in the Rules and Regulations. The documentation required to be provided by the Declarant and any prospective purchaser of the Residential Unit may include, but is not limited to, 1040 tax returns, W-2s, employment affidavits, bank statements, court decrees, etc. for the Qualified Household.
- 2.11 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

ARTICLE III SALE

- 3.1 Initial Sale of Residential Unit. At the time of sale from Declarant to a new owner ("Initial Sale"), the Residential Unit may only be sold to a Qualified Household at a purchase price as Declarant and prospective buyer may determine and subject to this Restriction. After Declarant and a prospective buyer enter into an agreement for the purchase and sale of the Unit, and at least 30 days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. All subsequent sales shall be executed in accordance with Article 3.2.
- 3.2 Resale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.3. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations, as they may be amended from time to time. At its sole discretion, the Housing Department may approve the use of a realtor. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit. The prospective purchaser of the Residential Unit must attend a compliance conference with the Housing Department prior to initial and each subsequent closing on the purchase of the Residential Unit.
- 3.3 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 3%, whichever is lower per

year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Sale Price, the actual sales proceeds delivered to a seller may be reduced to account for restoration, maintenance, cleaning, or repair of a Residential Unit (including, without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale Price, as made by the Housing Department, shall be final and binding on all parties. Nothing herein shall be construed to constitute a representation or guaranty that, upon the sale of a residential unit, a seller shall obtain the entire maximum sale price.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

- 4.1 Termination by Town of Jackson, Wyoming. This Restriction may be terminated after a determination by Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.
- 4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:
- 4.2.1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon Declarant.
- 4.2.2 JTCHA did not exercise its rights as provided in Article V Qualified Mortgage.
- 4.2.3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the JTCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Declarant, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to a Declarant or any member of the Qualified Household, or (iv) JTCHA.
- 4.2.4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties, and fees, which proceeds would have been payable to Declarant of the foreclosed Residential Unit.
- 4.2.5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on Declarant, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice"). The Mortgagee Notice shall include all information relevant to Declarant's default and the actions necessary to cure such default. JTCHA shall have 45 days from the date of the Mortgagee Notice to exercise its rights under Article V, Qualified Mortgage. If JTCHA fails to exercise its rights

within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

4.2.6 Nothing herein shall limit or restrict Declarant's right of statutory redemption, in which event this Restriction shall remain in full force and effect.

4.3 Amendment. This Restriction may be amended by a signed, written amendment executed by both Town of Jackson, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Residential Unit.

4.4 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

ARTICLE V QUALIFIED MORTGAGE

5.1 Qualified Mortgage. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

5.1.1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, as long as such mortgage has a maximum loan to value ratio of 100%; and

5.1.2 Is a mortgage solely for the purchase or refinance of the loan for the purchase (specifically excluding loans taken out for any other purpose, unless otherwise approved by the Housing Department) as long as the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined does not exceed 95% of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

5.1.3 Runs in favor of a "Qualified Mortgagee," defined as:

5.1.3.1 An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or

5.1.3.2 A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

5.1.3.3 A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any entity that is affiliated with or has any affiliation with Declarant or any family member of Declarant; or

5.1.3.4 JTCHA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; or

5.1.3.5 the provider of a loan as described in Article 5.1.

5.2 Any mortgage, lien, or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

5.2.1 be deemed unsecured; and

5.2.2 only be a personal obligation of a Declarant and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

5.2.3 Additionally, the execution or recordation of such mortgage, lien, or other encumbrance shall be deemed a Breach hereunder, and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including, without limitation, the right to exercise its Purchase Option and Forced Sale.

5.3 In the event a Declarant fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage (Qualified or otherwise), lien, or other encumbrance purporting to affect the Residential Unit, or fails to timely make any other payment required in connection with the Residential Unit (including without limitation homeowner's association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit), the Housing Department shall have (in addition to the any other remedies) the right to:

5.3.1 Cure such default and assume the payments and other obligations of Declarant. In such event, Declarant shall be in Breach of this Restriction, and the JTCHA may exercise any and all of its remedies hereunder or otherwise, including, without limitation, the right to exercise its Purchase Option and Forced Sale. In addition to such remedies, Declarant shall also be liable to the Housing Department for any amounts of money advanced.

5.3.2 Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and the JTCHA shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the JTCHA shall determine.

5.3.3 Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to this Restriction.

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

ARTICLE VI TRANSFER

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

6.1.1 Divorce. The provisions contained in this Article 6.1.1 apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Declarant, the Housing Department may consent to the transfer of the Residential Unit to the spouse, which spouse may not otherwise qualify as a Qualified Household, upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

6.1.2 Death. The provisions contained in this Article 6.1.2 apply only after the Initial Sale of the Residential Unit. In the event of the death of the Declarant, the transfer of the Residential Unit will be as set forth in the Rules and Regulations.

6.1.3 Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with the Sale Provisions of this Restriction and in compliance with the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

6.1.3.1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.

- 6.1.3.2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, they shall cooperate with the Housing Department to effectuate the sale, conveyance, or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance, or transfer.
- 6.1.3.3 A Nonqualified Transferee shall comply with this Restriction, the Rules and Regulations, the Covenants, Conditions & Restrictions, zoning, and all laws governing the ownership, occupancy, use, development, improvement, and transfer of the Residential Unit.
- 6.1.3.4 A Nonqualified Transferee may only occupy the Residential Unit with the prior written consent of the Housing Department.

ARTICLE VII GENERAL PROVISIONS

7.1 Breach.

- 7.1.1 Breach Defined. Each of the following shall be considered a breach hereof (“Breach”).
- 7.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against a Residential Unit.
- 7.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against a Residential Unit. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against a Residential Unit. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date of the first notice of any such failure to pay or perform.
- 7.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant’s property by a court of competent jurisdiction.
- 7.1.1.4 Fraud, perjury, or material misrepresentation by Declarant or an occupant of the Residential Unit in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.
- 7.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.
- 7.1.3 Court Enforcement. After exhausting the administrative process required by Article 7.1.2, any order of the Housing Authority Board may be appealed in a court of competent jurisdiction as defined in Section 7.7 of this Restriction.
- 7.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA’s remedies shall include, without limitation, the following:

7.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value with this Restriction in place, subject to the restrictions of this Article ("Option") and Article III.

7.1.4.1.1 If the Option is exercised and a loan described in Article 5.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").

7.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

7.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a Breach.

7.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.

7.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims, and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the 2% facilitation fee to JTCHA;

SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;

SEVENTH, to the repayment to JTCHA of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Declarant's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Declarant.

If there are insufficient proceeds to satisfy the foregoing, Declarant shall be liable for such deficiency.

7.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

7.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of

an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

7.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages of up to \$750/day to the extent permitted by the Land Development Regulations for violations. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.

7.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description, and any other loss or cost, including, but not limited to, that caused by the concurrent active or passive negligence of Choose an item., Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.

7.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.

7.2 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.

7.3 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and Town of Jackson, Wyoming.

7.4 Notices. All notices required to be served upon Declarant and Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective the day it is mailed.

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

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

Declarant

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

- 7.5 Attorney's Fees. In the event Town of Jackson, JTCHA, or the Housing Department shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, and is the prevailing party, Town of Jackson, JTCHA, or the Housing Department shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 7.6 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 7.7 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.
- 7.8 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.
- 7.9 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit, or aid in the construction of any terms or provisions contained herein.
- 7.10 Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 7.11 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and Town of Jackson, Wyoming, and each entity's directors, officers, agents, and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and Town of Jackson, Wyoming.
- 7.12 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.
- 7.13 Governmental Immunity. Neither Choose an item., Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction, and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyoming Statutes Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Declarant has executed this instrument on the Effective Date.

OWNER:

By: Marion Thurston

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2026, the foregoing Restriction was acknowledged before me by Marion Thurston as Owner of 105 Merciall Unit #207, Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON

Arne Jorgensen Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2026, the foregoing Restriction was acknowledged before me by Arne Jorgensen as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public

ATTEST:

Marisa N. Watsabaugh, Town Clerk

CLIENT ADDENDUM TO MASTER PHARMACY MANAGEMENT SERVICES AGREEMENT

This Client Addendum (this "Addendum") is entered into by and between **Navitus Health Solutions, LLC** ("Navitus"), and **Town of Jackson** ("Client"), and is effective as of January 1, 2025 (the "Addendum Effective Date").

Background. Client and Allegiance Benefit Plan Management ("Allegiance") have entered into an agreement, pursuant which Client has contracted with Allegiance to administer Client's benefit plans. Allegiance and Navitus have entered into a Master Pharmacy Management Services Agreement dated **January 1, 2020**, as amended, a copy of which has been made available to Client by Allegiance (the "Agreement"). All capitalized terms not otherwise defined in this Addendum shall have the definitions set forth in the Agreement. Client desires for Allegiance and Navitus to manage the pharmacy benefits sponsored by Client and Navitus desires to manage such benefits in accordance with the Agreement and this Addendum. For the avoidance of doubt, this Client Addendum to Master Pharmacy Management Services Agreement dated January 1, 2025 hereby replaces the Client Addendum to Master Pharmacy Management Services Agreement dated July 1, 2019.

Now therefore, Navitus and Client agree as follows:

- 1. Engagement.** Client engages Navitus to provide pharmacy benefit management services for Client and its Eligible Persons, on the terms and conditions set forth in the Agreement and this Addendum, and Client expressly agrees to undertake and be bound by all of the obligations of a Client as set forth in the Agreement and this Addendum.
- 2. Role of Allegiance.** Client represents and warrants that Allegiance is authorized to act as Client's agent and representative on any and all matters in connection with the Agreement and this Addendum, including, but not limited to, (a) additions, deletions, and modifications of eligibility listings provided to Navitus; (b) payments to Navitus for claims, services, and fees; (c) plan design and coverage decisions; and (d) the provision and receipt of contractually required or permitted notices. Client acknowledges and agrees that Navitus shall be entitled to rely upon any and all acts by and documents from Allegiance and, further, that any and all such acts and documents shall be binding upon Client. For purposes of clarification, Client acknowledges that Allegiance, and Allegiance's delegated consulting partner(s) who have entered into confidentiality agreements with Navitus will have full claims-level access to Protected Health Information of Client's Eligible Persons for purposes of fulfilling Allegiance's obligations to Client, and such access may be provided by Navitus to Allegiance by electronic means, including Navitus' online reporting tool, Navi-Gate 3-D and through Navitus' Plan Sponsor Portal.
- 3. Navitus Duties and Obligations.** Navitus will process Claims, render clinical and Formulary services, and provide Client standard management reports and consultative services, all in connection with Eligible Persons' Covered Product utilization and as more fully set forth in the Agreement, and Navitus expressly agrees to undertake and be bound by all of the obligations of Navitus as set forth in the Agreement and this Addendum.
- 4. Payments to Navitus.** Client agrees to pay Navitus the administrative charges set forth in Exhibit 1 to this Client Addendum. Client also agrees to fund the payment of Covered Product Claims in accordance with the Prescription Pricing Schedule in Exhibit 2 to this Addendum and all applicable gross receipts, provider, sales, use and similar taxes. Client assumes all financial responsibility for funding the payment of Covered Product Claims submitted to Navitus with regard to Client's Eligible Persons, whether by Participating Pharmacies or Eligible Persons. Navitus will invoice Client for Claims at the amount Navitus

pays for those Claims. Navitus will submit invoices between one (1) and three (3) business days after the end of each invoice cycle, and Client or Allegiance on Client's behalf agrees to pay Navitus for amounts owed thereunder within two (2) business days from the date of invoice. If requested by Client, and approved by Navitus, the Client may extend the time for making payments to Navitus by advancing to, and maintaining with, Navitus an amount equal to the sum of one (1) month's estimated Covered Product Claims and one (1) month's estimated administrative charges not later than fifteen (15) days prior to the Effective Date of this Addendum. Client agrees that Navitus may retain any earnings on these advances. If an advance payment is agreed upon by the parties, Invoices will be submitted between one (1) and three (3) days after the end of each invoice cycle, and payment in full will be due fifteen (15) days from the date of invoice. Client shall either (a) maintain a bank account from which Navitus will initiate ACH transfers in order to satisfy Client's obligations hereunder or (b) initiate ACH transfers from Client's bank account to Navitus' bank account in order to pay all amounts when due hereunder. Client shall be solely responsible for depositing funds and verifying that the account has sufficient funds to pay Covered Product Claims and Navitus' administrative charges. Client acknowledges and agrees that Navitus' account(s) into which money from Client's bank account is transferred may contain money from one or more other clients that have engaged Navitus to provide administrative services and further agrees that once such money is withdrawn from Client's Account, it is no longer a Plan asset. Client agrees that Navitus may retain any earnings on these advances.

5. Term and Termination; Notice Regarding Automatic Renewal.

5.01. Term of Addendum; Automatic Renewal. This Addendum is effective as of the Effective Date above and will continue in full force and effect for a period of three years ("Initial Addendum Term"). After the Initial Addendum Term has ended, this Addendum will continue from year to year ("Renewal Term") unless sooner terminated as described in Article VI of the Agreement. Either party may terminate this Addendum upon 90 days' prior written notice to the other party without penalty, provided however, the effective date of such termination shall not be before the end of the first year of the Initial Term. In the event that Client provides termination notice with an effective date of termination prior to the end of the first year of the Initial Term, and/or Client does not provide proper notice under this Section 5 (e.g., Client does not provide at least 90 calendar days' prior written notice), Navitus may charge Client termination penalties equal to the greater of: (a) the remaining months' of administrative fees in the first year of the Initial Term, or (b) three (3) months of administrative fees. Any additional Renewal Terms shall be subject to termination rights as otherwise provided in this Addendum. If Client terminates its agreement with Allegiance, Client will no longer qualify for the pricing under the Agreement and Client shall execute a new agreement with Navitus if Client desires to continue to receive Navitus services.

5.02. Deadline and Action Required to Decline Renewal. This Addendum will not renew for a Renewal Term if Client notifies Navitus or Navitus notifies Client of its intent not to renew this Addendum at least ninety (90) calendar days before the end of the then-current term. If declining renewal, Client shall notify Navitus in writing by (a) regular U.S. mail, registered or certified mail; (b) fax; (c) e-mail; or (d) recognized overnight courier service.

5.03. Increase in Administrative Fees. The administrative fees set forth in Exhibit 1 of this Addendum are applicable to Client in accordance with the terms of the Agreement. As the beneficiary of the terms of the Agreement, Client agrees to the pricing and administrative fees set forth in the Agreement, as agreed and amended from time to time by Allegiance and Navitus. Upon any changes to the administrative fees under the Agreement, this Addendum shall be deemed amended without requiring further action of either party, as may be necessary to reflect the modification of the administrative fees or other pricing, as necessary. Allegiance shall inform Client of changes to the administrative fees pursuant to the relationship maintained by Allegiance with the Client.

Termination of this Addendum shall not affect any Client's financial responsibility for Covered Product claims and Navitus' administrative charges pertaining to the period prior to termination. Navitus' right to terminate this Addendum shall not be exclusive of any other remedies available to Navitus under this Agreement, at law or in equity.

6. Compliance. Contemporaneously with the execution of this Addendum, Client and Navitus shall execute a Business Associate Agreement in compliance with HIPAA. Client acknowledges that Navitus and Allegiance, in their capacity as Business Associates of Client, may share Protected Health Information and other data, consistent with their obligations under their respective Business Associate Agreements and in accordance with all applicable laws.

7. Notices. Communications in the ordinary course of performance of this Agreement, including communications regarding payment, may be conducted by any reasonable means, including but not limited to telephone, facsimile, or electronic mail. Any formal notice to be given in connection with this Agreement must be in writing and will be deemed to have been given and effective if and when sent by: (a) personal delivery or commercial courier; (b) certified or registered mail, return receipt requested with overnight or two-day guaranteed delivery, postage prepaid; or (c) a nationally recognized overnight delivery service, and addressed to the address for Navitus and Allegiance set forth in the Agreement. Navitus shall not be required to send a separate notice to Client; rather, any notice provided to Allegiance in accordance with the terms of Section 12.01 of the Agreement shall also be deemed notice to Client.

IN WITNESS WHEREOF, the parties have entered into this Addendum as of the day first written above.

Client: Town of Jackson

Navitus Health Solutions, LLC

By (Signature): _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
ADMINISTRATIVE SERVICES FEE SCHEDULE

Client agrees to pay Navitus an administrative fee of \$2.52 per Member per month (PMPM), unless otherwise set forth in the Agreement. Client also agrees to pay Navitus an Allegiance Client Fee of \$0.55 PMPM* which Navitus will collect from Client and pay to Allegiance on Client's behalf. If the total membership in Client's Plan decreases by 20% or more during the term of this Agreement, Client will pay Navitus the greater of the administrative fee set forth above or a minimum monthly administrative fee equal to 80% of the highest amount of administrative fees, in aggregate, paid, or required to be paid hereunder, during any month during the term of this Agreement.

**The amount that Navitus collects from Client and pays to Allegiance on behalf of Client as agreed upon by Client and Allegiance.*

The administrative fee does not include fees for certain additional charges, described below.

The administrative fee will include the following services, which are all set forth more fully in the Agreement:

Services	Additional Fees (per Member per month ("PMPM"), unless noted otherwise)
Implementation & Plan Set-up	
Pre-Implementation Claims Analysis	Included
Pre-Implementation Guided Discovery	Included
Requirements Approval Process	Included
Dedicated Implementation Project Manager	Included
Status and Communication Frequency - Weekly	Included
Pre-Implementation and Go-Live Staffing	Included
Dedicated and Secure Client Web Portal	Included
Post-Implementation Review	Included
Program Consultation and Customization	Included
Standard Coordination of Benefits (COB)	Included
Member Fulfillment	
Production and individual mailing (includes postage) of a standard Member booklet and standard prescription-only benefit identification cards for initial issue and new enrollees. Standard communication materials can be branded with Client logo at no additional charge.	Included
Individual mailing of welcome letter	Included
Pharmacy ID card replacement	Included; If volume is excess, a cost may apply
Formulary Transition Letters	Included
Claims Management	

Point-of-Service Claims Processing	Included
Direct Member Reimbursement (paper Claims)	Included
Manual Pharmacy-Submitted Claims Processing	Included
Eligibility Management	Included
Pharmacy Network Services	
Navitus Network Management	Included
Pharmacy Network Credentialing & Compliance	Included
Mail Service Program Management	Included
Navitus SpecialtyRx Program Management	Included
Maximum Allowable Cost (MAC) Program Administration	Included
Pharmacy Reimbursement	Included
Pharmacy Provider Audits	Included
Pharmacy Provider Communications – including quarterly newsletter, pharmacy panel meetings, Client implementation communications	Included
Data Services	
Standard Claims Data File Export	Included
Standard Client Reports, including Web-based access via Navi-Gate® for Plan Sponsors	Included
Online Access to Navitus claims system for eligibility purposes and claims review, if required.	Eight (8) at no additional cost. Any additional seat license costs \$440 annually. Unused licenses will be deactivated for security purposes.
Navi-Gate 3D® Online Reporting	Four (4) at no additional cost. Any additional seat license costs \$800 annually. Unused licenses will be deactivated for security purposes.
Custom Ad Hoc Report Creation	\$150 per programming hour
Flexible Eligibility Format	Flat File & EDI
Eligibility Feeds	Included (daily or other)
Accumulator (Deductible & MOOP)	Included
CMS Reporting – Consolidated Appropriations Act (CAA), Prescription Drug Data Collection RxDC	Client submission to CMS; no charge for data files. Navitus submission to CMS; no charge for services outlined in Section 2.12 of the Agreement.
Compliance	
OIG Exclusion List Processing for Pharmacies	Included
Fraud, Waste, and Abuse Compliance Program	Included

Client Services	
Client Services Executive Support	Included
Clinical Account Executive Support	Included
Consultative Review	Includes quarterly consultative review at Allegiance and/or Client's office or via conference call as mutually agreed by the parties.
Operational Meetings	Includes up to monthly operational meetings as mutually agreed upon by Client and Navitus (via conference call unless otherwise agreed).
Health Fair & Employee Meeting Support	Included, support for one event per year, as mutually agreed upon by the Client and Navitus.
Customer Care	
Integrated Call Center with LIVE Representative Service: Member & Pharmacy Help Desk	Included
Pre-Implementation and Go-Live Staffing	Included
Secure Member Web Portal (Navi-Gate® for Members)	Included
Formulary and Rebate Services	
Navitus Formulary Management	Included
P&T Committee Review & Support	Included
Pharmaceutical Manufacturer Contracting and Management	Included
Effective as of April 1, 2022, Rebate Administrative Fee to be collected from Rebate amounts before being passed back to Client. No Rebate Administrative Fee will apply for individual Clients where the Rebate Administrative Fee will exceed the amount of Rebates during the applicable period.	\$0.40 PMPM
Safety, Drug Price and Volume Management	
Online Concurrent DUR	Included
Administrative/Non-Clinical Prior Authorization	Included
Clinical Prior Authorization	Included
Automated Prior Authorization	\$0.10 per transaction
Electronic Prior Authorization	\$2.85 per transaction
Custom Prior Authorization Criteria	\$100 per criteria
e-Prescribing	Included
RxBenefit Check (real-time pharmacy benefits)	Pass-through of monthly vendor fee (contracted vendors' fee vary)

Appeal Support for PA Claim Redetermination	<u>First Level Appeal Review:</u> Appeal support for Claim redeterminations \$150 per appeal for ERISA Clients \$250 for non-ERISA Clients (required like-specialty review) <u>Secon Level Appeal Review:</u> Documentation only, included in administrative fee; Client or third-party responsible for final decision. <u>External Review:</u> Facilitation of support through an independent review organization (IRO), pass-through of IRO costs (no mark up), plus an administrative fee of \$175 per appeal.
Step Therapy Care and Quantity Limits	Included
Retrospective DUR - Safety (RDUR)	
<u>Core Products:</u> • Controlled Substance Monitoring • Multi-Prescriber • Multi-Prescription • Expanded Fraud, Waste & Abuse • Duplicate Therapy (standard)	Included
<u>Silver</u> – In addition to core products above: • Morphine Milligram Equivalent • Supplemental Duplicate Therapy • Triple Threat	\$0.10 PMPM
<u>Gold</u> – In addition to core products above: • Antipsychotic Use by Children • Concurrent Opioid & Antipsychotic Therapy • Morphine Milligram Equivalent • Double Threat • Supplemental Duplicate Therapy	\$0.12 PMPM
<u>Additional Options</u> – In addition to core products above: Add any one product to the Silver or Gold suite. Product options include: • Morphine Milligram Equivalent • Supplemental Duplicate Therapy • Triple Threat or Double Threat (not both) • Antipsychotic Medications in Children • Concurrent Opioid-Antipsychotic Therapy • or new products as developed	\$0.03 PMPM per additional product

Enhanced RDUR (Cost Programs)	
<u>Products Include:</u> • Generic Alternatives Management • Lower Cost Rx Alternatives Management • RxCents Tablet Splitting • Dose Consolidation	\$0.10 PMPM
Prescriber Insights (Prospective DUR)	
Examples may include, but are not limited to: • Formulary Compliance • Generic Dispensing Rate • Cost Per Prescription	\$0.05 PMPM, plus \$1,000 per data report, per request
Health Management Programs	
Opioid Safety Solutions - suite of stand-alone programs and services that promote safe and effective opioid use among Members: • CDUR edits: - o High Cumulative Dose Edit - o Acetaminophen High Dose Edit - o Buprenorphine Therapeutic Duplication Edit - o Concurrent Use of Opioids & Benzodiazepines • Pharmacy Lock-in Program • Formulary Management • Pharmacy Audit Programs • SIU (Specialty Investigation Unit) Programs	Included
Respiratory Health Program – includes two clinical intervention mailings per year, per selected program(s). Clients may choose from the following: • Asthma Program • COPD Program • Both Asthma and COPD Programs	\$0.05 PMPM (Asthma or COPD program); \$0.08 PMPM (both Asthma and COPD programs); \$1,000 per data report, per request
Sword © - Digital musculoskeletal (MSK) provider that pairs expert physical therapists with medical-grade wearable technology to deliver a personalized treatment plan.	\$960 per user, per year
Virta Health© offers a high touch, clinician-led, nondrug digital health solution for type 2 diabetes, prediabetes and obesity reversal focused on GLP-1 and diabetes medication deprescription.	<u>Diabetes Reversal Program:</u> \$229 per participant per month year 1 \$205 per participant per month year 2 <u>Prediabetes and Obesity Reversal Programs</u> \$140 per participant per month
Noom© for Weight - Assists individuals in achieving and maintaining a healthy weight. (Ages 18+)	\$1.87 PEPM - Weight Program;

Noom Diabetes Prevention Program (DPP) – Prevents or delays the onset of type 2 diabetes in individuals at risk. (Ages 18+)	\$3.40 PEPM - Weight + Diabetes Prevention Program; Plus \$0.25 PMPM for either program;
Sempre Health - SMS-based program that improve adherence and affordability for chronic medications by lowering copays when members fill their prescriptions consistently and on time.	Optional – No additional fees.
Asthma Management Program – program includes two clinical intervention mailings per year	Optional - \$0.05 additional PMPM
Pharmacogenomics (PGx) Program – Clinical pharmacists review member drug utilization, in conjunction with pharmacogenomic test results, to provide personalized, actionable, formulary-aligned recommendations about medication use to prescribers and patients.	\$500 per test (\$550 with Member genetic counselor session)
Pharmacoadherence – program includes four mailings per year. Clients may choose from a subset of chronic disease states. For example: • Hypertension • Depression • High Cholesterol • Rheumatoid Arthritis • Non-insulin Diabetics • ADHD	\$0.09 - \$0.12 PMPM, depending upon scope and number of disease states targeted. \$1,000 per data report, per request
Medication Synchronization – Coordinates prescription refills for pick up on a single day each month	Included
First-Fill Report – includes quarterly drug list updates reviewed by Navitus clinicians. Identifies Members who have filled a prescription for a new drug therapy for the first time.	\$4,900 annually
Primary Medication Nonadherence Report – monthly report; Identifies members who do not pick up a medication for a new drug therapy (or its alternative) within 30 days of fill; includes disease states, such as: • Hypercholesterolemia • Depression • Asthma • COPD	\$4,900 annually
Predictive Analytics for Non-adherence (PAN) Report	\$7,300 annually
Predictive Analytics for Misuse of Opioids (PAMO) Report	\$0.04 PMPM
Clinical Engagement Center (CEC)	
Personalized Member Transitions by Navitus Clinical Engagement Center (CEC) pharmacists - high-touch personalized service for members who are or will be experiencing a transition in their plan or drugs covered by their Plan.	\$50 per completed intervention to prescriber or Member.
Academic Detailing - telephonic prescriber education by Navitus Clinical Engagement Center (CEC) pharmacists, with goal of changing prescribing practices.	\$75 per completed intervention to prescriber.

Access Guidance Services – Copay assistance services, opt-in program	20% pay for performance; <i>Execution of an Access Guidance Addendum prior to the implementation of this program is required.</i>
Specialty Access - plan design program intended to lower specialty pharmacy costs by utilizing income based, free drug programs to shift dollars away from the Plan	20% pay for performance; <i>Execution of an Specialty Access Program Addendum prior to the implementation of this program is required.</i>
MAP Formulary Program	\$0.10 PMPM, or as otherwise agreed upon by the parties; Fees are dependent upon services offered under this program. <i>Execution of Medically Administered Products Formulary Addendum prior to the implementation of this program is required.</i>
Medication Therapy Management (MTM) Program offers: • Customizable CMR completion rates • Telephonic delivery model providing patient privacy and multi-lingual support • Clinical and quality focus, with customizable and scalable programs • Member and prescriber outreach fulfilled, documented, and retained • Weekly member qualification • Prioritized interventions and patient outreach • Extensive monthly, quarterly, and annual reporting packages • Face-to-face interventions, mutually agreed to between Navitus and Client In the standard MTM program model, Navitus will work with the Client to determine which targeting criteria and alerts the Client desires.	<u>Full Service:</u> \$3,500 initial setup, plus fee-for-service (FFS) = \$125 per CMR; <u>Hybrid:</u> \$4,000 initial setup and training, plus \$0.50 PMPM, plus FFS = \$125 per CMR completed by CEC, plus \$2 per letter; <u>Software-as-a-Service (SaaS):</u> \$4,000 initial setup and training, plus \$0.50 PMPM, plus \$2 per letter
Disease Management via Navitus SpecialtyRx - For example: • Growth Hormones • Hepatitis C • Multiple Sclerosis • Rheumatoid Arthritis	Included
“Included” items above represent all-inclusive services for a highly functional pharmacy benefit program. Additional fees may apply if higher intensity management is desired. Navitus will fully disclose any impact on pricing for more aggressive management, while consulting with Client to determine the value of product inclusion, customization, intensity level change, and potential member impact. With close client collaboration, Navitus will consider risk/reward financial arrangements aligned with trend management and program performance.	

Exhibit 2
PERScription PRICING SCHEDULE

Section E2.01. General. Client acknowledges that the discount rates and dispensing fees set forth below are target discounts established for the pricing distribution channels necessary to meet access requirements. Client acknowledges that 100% of the pricing will be passed through to Client from the Participating Pharmacies. Navitus agrees to negotiate to achieve or exceed these target rates. Any discounts obtained by Navitus that exceed the targets stated below will be passed through to Client. It is acknowledged by both parties that individual contracts may vary from the targeted rate based upon negotiation. Client will be the beneficiary of any book-of-business pricing guarantees that are agreed to in writing between Allegiance and Navitus for Allegiance Clients, consistent with the applicable requirements for such guarantees.

Navitus reserves the right to modify pricing for certain exclusive generics based on the demands of the marketplace and in the best interests of the Client.

Section E2.02. Network Rate Estimates and Rebate Estimates.

(a) Network Rates. Reimbursement for each Branded Covered Product, not requiring compounding, dispensed by a Participating Pharmacy will be based upon the lower of (1) AWP, less an average of the applicable percentage in the below table, plus an average dispensing fee of the applicable dispensing fee in the below table; (2) such pharmacy's Usual and Customary Price; or (3) the amount submitted by the pharmacy. Reimbursement for each Generic Covered Product dispensed by a Participating Pharmacy will be the lower of (1) the Navitus MAC plus a dispensing fee, if applicable; (2) each Participating Pharmacy's respective contracted price for such Covered Product, including a discount plus a dispensing fee; (3) such pharmacy's Usual and Customary Price; or (4) the amount submitted. The average effective discount performance for generic Covered Product is AWP minus the applicable percentage in the below table plus an average dispense fee of the applicable dispensing fee in the below table.

Navi-Care National Plus Network: Network discount and dispense fee guarantees are based on implementation/continued use of the NaviCare National Plus Network. If Allegiance chooses an alternative benefit design, Navitus reserves the right to provide updated discount guarantees.

Pharmacy Type	Brand/ Generic	Discount off of AWP			Dispensing Fees		
		2025	2026	2027	2025	2026	2027
		Estimates			Estimates		
Retail 30	Brands	18.85%	18.90%	18.95%	\$3.00	\$2.98	\$2.96
Retail 30	Generics	86.30%	86.40%	86.50%	\$3.00	\$2.98	\$2.96
Retail 90	Brands	21.40%	21.45%	21.50%	\$3.65	\$3.65	\$3.65
Retail 90	Generics	90.80%	90.90%	91.00%	\$3.65	\$3.65	\$3.65
Mail	Brands	23.25%	23.25%	23.25%	\$0.00	\$0.00	\$0.00
Mail	Generics	90.50%	90.50%	90.50%	\$0.00	\$0.00	\$0.00
Specialty, On average as	Brands	21.00 %	21.10%	21.20%	\$0.00	\$0.00	\$0.00

dispensed through Lumicera							
Specialty, On average as dispensed through Lumicera	Generics	60.00%	61.00%	62.00%	\$0.00	\$0.00	\$0.00
Limited Distribution Drugs	Combined	16.80%	16.90%	17.00%	\$0.00	\$0.00	\$0.00

(b) Rebates Estimates. Navitus estimates that Rebates per Brand Covered Product will be as follows:

Per Brand Claim	2025	2026	2027
Retail	\$348	\$384	\$421
Retail 90	\$793	\$886	\$972
Mail	\$793	\$886	\$972
Specialty	\$2,438	\$2,708	\$3,025

The Rebate estimate for each channel is an aggregate estimate that applies to all Clients and is not intended to be an estimate for each Client of Allegiance. The Rebate estimate is established at an aggregate level for all Clients, including those plans with independent guarantees, these independent-guarantee groups utilization must be included in the overall aggregate estimate.

Formulary

The estimated Rebate metrics above were created based on Clients' primary Claims and use of the Navitus' Signature Select or Signature Traditional Formulary, inclusive of all Prior Authorizations and utilization management criteria, with either a 2-tier closed design or a 3-tier closed design. Clinical transition may impact Rebate performance.

Assumptions and Conditions

The retail channel estimates assume a 1–83-day supply, and the retail 90 channel estimates assume an 84+ day supply. Specialty Rebate estimates are based on the day supply consistent with Client data provided to Navitus during the development of the financial proposal. Specialty Rebates are defined by the Specialty Drug (based on the Navitus Specialty Drug list), regardless of channel used and are inclusive of limited distribution drugs (LDD).

Exclusions

Rebate channel estimates are based on the total eligible Brand Claims, which exclude the following:

- Vaccines (including the COVID-19 vaccines)
- Acute COVID-19 treatments (ex: Paxlovid) and COVID-19 self-tests/kits
- Diabetic syringes and lancets
- Healthcare Practitioner-administered products (medical benefit)
- Generically named Brand products
- Compounded medications or the medication components used to compound

- Non-legend drugs designated as over-the-counter (OTC) with the exception of diabetic test strips
- 340B Claims
- Originator brands with generics available (Medispan “O” drugs)
- COB Claims
- Subrogation Claims
- Claims for Novolog®, Novolin®, Insulin Aspar, Levemir®, Humalog®, Humulin®, Insulin Lispro, and Lantus®
- Long-term care pharmacies
- Non-standard pharmacies (e.g. hospital inpatient pharmacies, pharmacies with upfront pharma direct purchase contracts, Federal Supply Schedule (FSS) pharmacies).

Market Event Assumptions

In the event of any of the following market events, Rebate performance may be affected:

- A Plan design change or formulary customization directed by the Client that materially impacts the economics of the Rebate arrangement.
- A change in government legislation that materially impacts the economics of the rebating process between pharmaceutical manufacturers and Navitus.
- A product that is unexpectedly introduced to the market and has a material, adverse impact on the Rebate arrangement.
- Material changes to Rebate discount assumptions with manufacturers for Rebates of Branded drugs.
- A change in the Brand/Generic or product mix that materially impacts the number of available Branded and Rebated products.
- The average day supply of Claims or the number of Claims varies by at least 5% from the Client data provided during the development of this financial proposal.
- If lower-net-cost products become available or if manufacturers materially modify their methodologies to pricing products.
- Shift in utilization as a result of a manufacturer shortage of a formulary Branded product.

THE FOLLOWING PROGRAM IS OPTIONAL AND WILL APPLY IF CHECKED BELOW OR IF REQUESTED BY CLIENT DURING THE TERM OF THE AGREEMENT BY NOTICE TO NAVITUS:

C. [X] Compound Drug Program. Compound medications will be reimbursed as follows: WAC plus the compounding fee (described below), minus the Co-payment/coinsurance. The criteria for reimbursement: (1) the compound medication must have at least two ingredients, and at least one ingredient must be an FDA legend drug; (2) all active ingredients must be covered as part of the Navitus Formulary and the NDC for each must be submitted. Compound prescriptions costing over \$200.00 and compounds containing ingredients not on the Navitus Formulary require prior authorization.

Compounding Fee Time Reimbursement Rates:

1 - 5 minutes	\$10.00
6-15 minutes	\$15.00
16-30 minutes	\$20.00
31+ minutes	\$25.00

COPAY TRUE ADDENDUM

This Copay True Addendum (this “Addendum”) is entered into by and between **Navitus Health Solutions, LLC** (“Navitus”) and the undersigned Client and is effective as of January 1, 2025 (the “Addendum Effective Date”).

Background: Client and Navitus have previously entered into a Pharmacy Benefit Management Services Agreement, or are contemporaneously entering into such agreement, whereby Navitus manages pharmacy benefits sponsored by Client (the “Agreement,” capitalized terms not otherwise defined in this Addendum have the definitions set forth for such terms in the Agreement). Client desires to add Navitus’ Copay True Program (the “Program,” as further described below) to the services identified in the Agreement, and Navitus desires to provide the Program in accordance with this Addendum.

1. Copay True Program. The Program will include Navitus’ use of information received from certain Participating Pharmacies (particularly Mail Order and Specialty Pharmacies) to adjust Navitus’ calculations of each Eligible Person’s Deductible and maximum out of pocket requirements in order to reduce such amount by the amount that is paid by the manufacturer as part of such a program, so that an Eligible Person is not credited with paying amounts towards his or her Deductible or maximum out of pocket amounts that were actually paid for by the manufacturer as part of a manufacturer’s co-payment assistance programs for applicable Covered Products. During the term of this Addendum, Navitus will provide Client with services under the Program based on information received from Participating Pharmacies related to Eligible Person’s use of manufacturer co-payment assistance programs to pay for an Eligible Person’s Co-payment, Co-insurance, or Deductible where the Eligible Person is obtaining prescriptions through a Participating Pharmacy that has an agreement with Navitus to provide such information. Navitus will not provide such adjustments with regard to Claims where Participating Pharmacies have not provided such information to Navitus, any other Claims where it does not have such information, or with regard to other third party payors who are not manufacturers of Covered Products. The Program will also only include Claims related to Covered Products dispensed during the term of this Addendum, and will not include retroactive adjustments to Deductible or maximum out of pocket amounts to previous time periods.

2. Program Fees. During the initial pilot period of one year starting on the Addendum Effective Date, Client will pay Navitus no additional fees related to the Program. After such pilot period, Client shall pay Navitus’ then current rate as may be mutually agreed upon by the parties for the services provided under the Program in addition to the fees otherwise set forth in the Agreement.

3. Client Communications about the Program. Client shall provide Eligible Persons with any required notifications about the treatment of manufacturer co-payment assistance under the Program, and shall include a description of such treatment in any Plan Guidelines, summary plan descriptions, plan benefit information, and policy documents to the extent required in order to provide Eligible Persons with information about their benefits under the Plan. To the extent required by applicable law, Client shall also obtain any consents and/or authorizations from Eligible Persons that are necessary related to the use of PHI related to manufacturer co-payment assistance programs for the purposes of the Program.

4. Indemnification. Client shall indemnify, defend, and hold Navitus harmless from any and all losses, costs, claims, or lawsuits arising as a result of (a) actions brought by or on behalf of any Eligible Persons related to the Program or the treatment of manufacturer payments as set forth above, and (b) any failure by Client to provide the required notifications to Eligible Persons identified under Section 3, above. Additionally, in the event the services provided under the Program adversely impact the amount of Rebate

Client receives, Navitus will not be deemed to have failed to meet any applicable guarantees and will not be liable to Client for missed Rebate guarantees to the extent such shortfall is caused by the implementation of the Program under this Addendum. If as a result of Client's participation in the Program, Navitus is required to repay any Rebates that Client has been paid under the Agreement, for any reason (including, without limitation, any conflicts between applicable Rebate Agreement and Client's participating in the Program), the Client shall promptly pay Navitus such amounts in order to fund the repayment of such Rebates as so required. Client shall not be required to indemnify, defend, and hold Navitus harmless from any losses, costs, claims, or lawsuits arising out of Navitus': (a) gross negligence; (b) willful misconduct; or (c) material breach of this Addendum.

5. Term and Termination. The term of this Addendum is effective as of the Addendum Effective Date and will continue until August 31, 2026.

6. Full Force and Effect. All other terms and conditions set forth in this Agreement remain in full force and effect.

By signing below, the parties agree to the terms and conditions set forth in this Addendum.

Navitus Health Solutions, LLC

Town of Jackson

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

ACCESS GUIDANCE SERVICES ADDENDUM

This access guidance services Addendum (this “Addendum”) is entered into by and between **Navitus Health Solutions, LLC** (“Navitus”) and the undersigned Client and is effective as of **September 1, 2026** (the “Addendum Effective Date”).

Background: Client and Navitus have previously entered into a Pharmacy Benefit Management Services Agreement, or are contemporaneously entering into such agreement, whereby Navitus manages pharmacy benefits sponsored by Client (the “Agreement;” capitalized terms not otherwise defined in this Addendum have the definitions set forth for such terms in the Agreement). Client desires to add Navitus’ access guidance services (“Services,” as further described below) to the services identified in the Agreement, and Navitus desires to provide the Services in accordance with this Addendum.

1. Access guidance services. The Services are intended to assist the Client with managing costs related to obtaining drugs and mitigating the impact of manufacturers’ copay assistance in circumventing Client’s cost sharing components of Client benefit plan. Through the Services, Navitus will coordinate with the Client, Participating Pharmacies, and Eligible Persons in order to reduce the cost of drugs included in the program by utilizing manufacturer copay assistance, while properly managing the Eligible Person’s cost. Eligible Persons will be responsible for their copay amounts for drugs covered under the Program after utilization of applicable manufacturer assistance. Navitus will use commercially reasonable efforts to coordinate with Participating Pharmacies and Eligible Persons to enroll Eligible Persons into applicable manufacturer copay programs along with other required activities. During the term of this Addendum, Navitus will provide Client with Services based on information received from Participating Pharmacies related to Eligible Person’s utilization of manufacturer copay assistance. If an Eligible Person does not meet the criteria for manufacturer copay assistance, then the Eligible Person’s copay for that drug will default to the formulary’s current copay tier structure. Services will only apply to drugs where manufacturer assistance is available and included in the Services. Whether any particular drug is included in the Services will be decided entirely by Navitus, in its sole discretion, and such decision may result from the manufacturer’s terms and conditions of participation, the effect of participation on Rebate availability, the availability of the drug, and any other factors Navitus believes are pertinent at the time such decision is made. Navitus may add or remove specific drugs from the Services, in its sole discretion, from time to time. Navitus will not provide Services with regard to other third-party payors who are not manufacturers of Covered Products. Services will also only apply to Claims related to Covered Products dispensed during the term of this Addendum.

2. Program Fees. Client shall pay a Service fee of 20% of the Performance with an annual maximum of \$100,000 per Member per year, for the Services provided in addition to the fees otherwise set forth in the Agreement. Performance is defined as the amount of manufacturer assistance obtained for drugs included in the Services.

3. Client Communications about the Program. Client shall provide Eligible Persons with any required notifications about the treatment of drug manufacturer copay assistance under the Program and shall include a description of such treatment in any Plan Guidelines, summary plan descriptions, plan benefit information, and policy documents to the extent required in order to provide Eligible Persons with information about their benefits under the Plan.

4. Allocation of Risks. In the event the Services provided adversely impact the amount of Rebates Client receives, Navitus will not be deemed to have failed to meet any applicable Rebate

guarantees and will not be liable to Client for missed Rebate guarantees to the extent such shortfall is caused by the implementation of the Services under this Addendum. If, as a result of Client's implementation of the Services, Navitus is required to repay any Rebates that Client has been paid under the Agreement, for any reason (including, without limitation, any conflicts between applicable Rebate Agreements and the Services), the Client shall promptly pay Navitus such amounts in order to fund the repayment of such Rebates as so required. Navitus disclaims any representations or warranties that your use of the access guidance services for Eligible Persons with a high deductible health plan and associated health savings account will satisfy or ensure compliance with any legal obligations or laws or regulations. Neither party shall be required to indemnify, defend, and hold the other party harmless from any losses, costs, claims, or lawsuits arising out of the other party's: (a) gross negligence; (b) willful misconduct; or (c) material breach of this Addendum.

5. Indemnification. Client shall indemnify, defend, and hold Navitus harmless from any and all losses, costs, claims, or lawsuits arising as a result of (a) actions brought by or on behalf of any Eligible Persons related to the Services or the treatment of manufacturer payments as set forth above and including any tax liability related to the Client's use of the Program, and (b) any failure by Client to provide the required notifications to Eligible Persons identified under Section 3, above.

6. No Warranty. CLIENT UNDERSTANDS THAT THE PROGRAM MAY CONTAIN ERRORS, AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NAVITUS SHALL NOT BE LIABLE FOR ANY DAMAGES, RESULTING FROM OR ARISING OUT OF CLIENT'S OR CLIENT'S ELIGIBLE PERSON'S USE OF THE PROGRAM AND ANY RELATED INFORMATION OBTAINED THROUGH THE PROGRAM.

7. Term and Termination. The term of this Addendum is effective as of the Addendum Effective Date and will continue until the sooner of (a) the termination of this Addendum by either party upon 60 days' notice thereof to the other party (and either party may terminate this Addendum at any time with or without cause) or (b) the termination of the Agreement.

8. Entire Agreement. This Addendum supersedes and replaces the Copay Max Addendum, if any, between the parties.

9. Full Force and Effect. All other terms and conditions set forth in this Agreement remain in full force and effect.

By signing below, the parties agree to the terms and conditions set forth in this Addendum.

Navitus Health Solutions, LLC

Client: Town of Jackson

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

STILLSON TRANSIT CENTER OPERATING AGREEMENT

This Stilson Transit Center Operating Agreement (“Agreement”) is made and entered into on this _____ day of _____, 2026 (“Effective Date”) by and between Teton County, Wyoming, a duly organized county of the State of Wyoming (“County”), and the Town of Jackson, a Wyoming Municipality (“Town”) (together “Parties” and each a “Party”).

RECITALS

WHEREAS, Teton County owns the land and buildings located upon Lot 7 of the Stilson Park Subdivision Amended, with an address of 1500 North Beckley Park Way, Wilson, Wyoming (“Property”); and

WHEREAS, Teton County was awarded a BUILD grant and through BUILD grant funding, buildings and development for public transportation were constructed on the Property and subsequently opened for service beginning in August 2026; and

WHEREAS, the buildings and development on the Property consist of the Stilson Transit Center (“Transit Center”), a parking lot with lighting structures, landscaped areas, electric vehicle charging, and other commonplace appurtenances and amenities associated with transit facility parking (together “Parking Lot”), and a shelter for bikes (“Bike Shelter”); and

WHEREAS, the Southern Teton Area Rapid Transit (“START”) is a transit system jointly created by Teton County and the Town of Jackson through the *Agreement Establishing Jackson-Teton County Joint Powers Transit System dated September 4, 2001* and subsequent amendments thereto; and

WHEREAS, START is operated by the Town of Jackson through Town employees and Town policies; and

WHEREAS, Teton County owns the Transit Center and Parking Lot located on the Property and the Parties desire to contract for the Town to occupy the Transit Center since the Transit Center will now be part of the START public transportation system.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Term; Renewal; Termination.

- a. The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years (“Term”).
- b. Either Party may terminate this Agreement for any reason upon ninety (90) days’ prior written notice to the other Party. In the event of such termination, each Party shall remain responsible for all obligations incurred through the effective date of termination. The terminating Party shall pay for all services properly performed and expenses properly incurred prior to the effective date of termination, and each Party shall take reasonable steps to wind down its performance in an orderly manner and mitigate any additional costs. Unless otherwise agreed, neither Party shall incur new obligations after providing or receiving notice of termination that would extend beyond the termination date.

2. Transit Center. The Transit Center shall be maintained and operated by the County and Town as set forth below. Each Party shall provide the other reasonable notice of the need for repair or maintenance, and each Party shall use their best effort to execute the repair or maintenance for which they are responsible within a reasonable period of time.
- a. Town Obligations. The Town agrees to maintain the Transit Center, Bike Shelter, and Parking Lot as provided below.
 - i. Routine cleaning of the Transit Center building
 - ii. Minor repair and maintenance of the Transit Center building, defined as work that does not require special training and is completed in less than one hour, examples of which are unclogging toilets, fixing leaking faucets, and changing light bulbs and cleaning light fixtures attached to the interior and exterior of the Transit Center
 - iii. Collection of trash and recycling in the Transit Center, Bike Shelter, and Parking Lot, limited to picking up litter, emptying of receptacles, and managing hauling of the contents
 - iv. Maintenance of all START transit related signage (including electronic signage)
 - v. Snow removal on the sidewalk attached to Transit Center
 - vi. Payment of all utilities (electric/sewer/water/internet)
 - b. County Obligations. The County shall be solely responsible for all maintenance obligations and for performing all other duties, responsibilities, and obligations set forth below and not assigned to the Town under this Agreement.
 - i. Cameras at the Stilson Transit Center Building and in the parking lot (operational/repair/replace)
 - ii. HVAC
 - iii. All capital repair and maintenance for the Transit Center, Bike Shelter, and Parking Lot
 - iv. Alarm Systems
 - v. Electronic doors
 - vi. IT systems and support
 - vii. Facility signage
 - viii. Alterations/Modifications
 - ix. Coffee cart concessionaire
 - x. Electrical – including solar system/infrastructure and Parking Lot lighting
 - xi. Pest Control
 - xii. Snow Removal in Parking Lot (County Road/Levee)
 - xiii. Sweeping of sidewalks, bus parking/circulation, and parking lot (County Road/Levee)
 - xiv. Electric vehicle chargers, electric vehicle infrastructure, and any 3rd party vendor contract management
 - xv. Curb and gutter (operation, repair, replace) (County Road/Levee)
 - xvi. Pavement (striping, repair, replace) (County Road/Levee)
 - xvii. Landscaping, trash collection in landscaped areas, and weed control (Parks and Rec for Year 1, County Facilities after)
 - xviii. Potable Water System (operational, repair, replace), monthly testing, Wyoming State Engineer's Office Reporting (County Facilities)
 - xix. Irrigation systems (operational, repair, replace)e (Parks and Rec Year 1, County Facilities after)
 - xx. Stormwater pipe and pond (operation, repair, replace) (Parks and Rec Year 1, County Facilities after)

xxi. Artwork (operation, repair, replace)

3. Town and County Contacts. The parties hereby designate the below institutional roles to act as its points of contact for the performance of this Agreement.

TOWN	COUNTY
Facilities Manager	Facilities Manager
P.O. Box 1687	P.O. Box
Jackson, WY 83001	Jackson, WY 83001
(307) 733 3239 x 1426	
(email)	

4. Indemnification. Each party shall be liable for its own negligent acts or omissions, or those of their employees, directors, agents, affiliates, contractors, representatives, successors or assigns, that arise from or in any way relate to the this Agreement and each party ("Indemnifying Party") shall indemnify, defend and hold the other party harmless from and against any actual or threatened loss, claim, cause of action, liability, cost, expense (including attorney's fees and litigation expenses) or damages of any kind or nature that arise from or in any way relate to, whether directly or indirectly and whether foreseeable or unforeseeable, the Indemnifying Party's negligent acts or omissions.
5. Modification. No modification of this Agreement shall be effective unless reduced to writing and signed by each of the parties hereto.
6. Waiver. No failure on the part of either party to give notice of default or to exercise or delay in exercising any right or remedy hereunder shall operate as a waiver of the right to give notice of such default to exercise any right or remedy as to the same or any subsequent or different default.
7. Assignment. No party may assign its rights or obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.
8. Amendments. This Agreement may be amended or modified only through a written agreement signed by all parties.
9. Controlling Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wyoming.
10. Binding Effect. This Agreement shall be binding upon the parties and their respective successors.
11. Incorporation of Recitals. The Recitals appearing on the first page of this Agreement are hereby incorporated into and made a part of the Agreement.

Signatures follow on next page.

TOWN OF JACKSON

Arne O. Jorgensen, Mayor
Town of Jackson

Attest:

Marisa Watsabaugh, Jackson Town Clerk

TETON COUNTY, WYOMING

Mark Newcomb, Chairman
Teton County Board of County Commissioners

Attest:

Maureen E. Murphy, County Clerk

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
TOWN OF JACKSON**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2022**

Subrecipient:	Town of Jackson
UEI #	WA5GF6TWEKS8
Federal Award Amount:	\$62,500.00
Period of Performance:	January 1, 2026 through August 31, 2026
CFDA #:	97.067
DHS Grant Code:	EMW-2022-SS-00077
Federal Award Date:	August 26, 2022
Project ID:	22-SHSP-JAC-MU-CIP-SH

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and the Town of Jackson (Subrecipient), whose address is: 450 W Snow King Ave, Jackson, WY 83001.
2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Critical Infrastructure Protection to improve the ability of the Town of Jackson to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2022 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from January 1, 2026 through August 31, 2026. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed sixty-two thousand five hundred dollars and no cents (\$62,500.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient. The Subrecipient agrees to:

- A.** Complete the project described in Attachment A, Project Description.
- B.** Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.
- C.** Comply with the 2022 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.
- D. THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.
- E. NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact

Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.

H. Equipment.

- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
- (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
- (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 C.F.R. 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

- I. Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Closeout.

- (i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
- (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

- A.** Pay Subrecipient in accordance with Section 5 above.
- B.** Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C.** Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. Special Provisions.

- A. Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175,

this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided

herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal award during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons

other than the receipt or expected receipt of federal funds under this Agreement.

- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Project Description, consisting of one (1) page; and Attachment B, Agreement Articles, consisting of ten (10) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits

delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in

the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall

not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY:

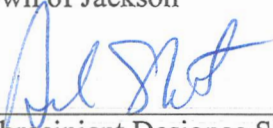
Wyoming Office of Homeland Security

Lynn Budd, Director

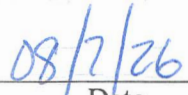
Date

SUBRECIPIENT:

Town of Jackson



Subrecipient Designee Signature



Date



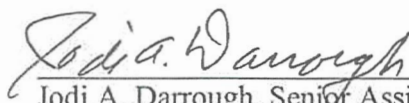
Printed Name and Title of Designee

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

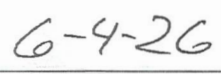
Attorney

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #255822

Jodi A. Darrough, Senior Assistant Attorney General



Date

Attachment A: Project Description

Subrecipient Town of Jackson

Project ID: 22-SHSP-JAC-MU-CIP-SH

The following submitted project(s) have been approved for the Federal Fiscal Year 2022 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible Expenses as follows:	\$62,500.00
Purchase of (5) emergency automatic shutoff valves.	

For questions regarding individual project eligibility, the scope of an approved project, or the 2022 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

Attachment B: Agreement Articles

GRANTEE: Wyoming Office of Homeland Security
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2022-SS-00077

Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of four million eight hundred forty-seven thousand five hundred dollars and no cents (\$4,847,500.00). This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants

Attachment B to the Agreement between the Wyoming Office of Homeland Security
and the Town of Jackson

to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to

CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2

C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XIX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute--as it applies to DHS recipients, subrecipients, and their contractors and subcontractors--prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action

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related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards: Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and

Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XXXVII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons: Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be

completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.



**2022 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT
INFORMATION FORM**

Jurisdiction Name:	Town of Jackson
Grant Project ID:	22-SHSP-JAC-MU-CIP-SH
Mailing Address:	
City, ST ZIP	

Grant Administrator Name:	
Title:	
Phone Number:	
Email:	

Authorized Point of Contact:	Daniel Stewart
Title:	TOJ Water Utility Manager
Phone Number:	(307) 733-3079
Email:	dstewart@jackson.wy.gov

Form must be signed by the same signatory as on the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2022 State Homeland Security Program Grant Award Agreement.

Signature <u></u>	Date <u>8/2/26</u>
Printed Name <u>Daniel Stewart</u>	Title <u>Water Utility Manager</u>

Please complete and return to WOHS along with the signed Agreement.

MUNICIPAL COURT, TOWN OF JACKSON – TETON COUNTY, WYOMING



Monthly Finance Report- July 2026

- During the month of July, the Court received \$25,732 in fines, costs, and fees.
- 276 cases were closed. 29 of those cases were dismissed (7 parking violations).
- 336 new cases were filed: 248 Parking Violations, 88 Traffic/Ordinance/Criminal summons.

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

CASES CLOSED in JULY (Parking violation notices not listed):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186008429AC	1-Way Traffic Signal Violation	BF	90
186008771AC	Careless Driving	BF	250
186008786AC	Careless Driving	BF	250
186008754AC	Compulsory Auto Insurance	BF	280
186008170AC	Electric Bicycles: Riding on sidewalk	BF	100
186008757AC	Expired temporary permit/improper registration	BF	70
186008941AC	Expired temporary permit/improper registration	BF	70
186008940AC	Expired temporary permit/improper registration	BF	140
186008515AC	Expired temporary permit/improper registration	BF	140
186008529AC	Expired temporary permit/improper registration	BF	140
186008566AC	Expired temporary permit/improper registration	BF	140
186008707AC	Expired temporary permit/improper registration	BF	140
186008778AC	Expired temporary permit/improper registration	BF	140
186008828AC	Expired temporary permit/improper registration	BF	140
186008925AC	Failure to change lanes for emergency vehicles	BF	240
186008696AC	Failure to Maintain Lane	BF	100
186008913AC	Failure to stop at a red light	BF	140
186008971AC	Failure to stop at a red light	BF	140
186008777AC	Failure to yield ROW	BF	90
186008845AC	Failure to yield ROW	BF	90
186008129AC	Following too Close	BF	90
186008780AC	Following too Close	BF	100
186007753AC	Improper Display of Tabs-registration	BF	90
186008217AC	Limitations on Backing	BF	100
186008848AC	Limitations on Backing	BF	90
186008867AC	Limitations on Backing	BF	90
99088N	Limitations on Backing	BF	90
186008634AC	Open Container	BF	150

186008339AC	Public intoxication	BF	175
186008455AC	Public intoxication	BF	175
186008543AC	Public intoxication	BF	175
186008614AC	Public intoxication	BF	175
186008682AC	Public intoxication	BF	175
186008712AC	Public intoxication	BF	175
186008752AC	Public intoxication	BF	175
186008782AC	Public intoxication	BF	175
186008816AC	Public intoxication	BF	175
186008825AC	Public intoxication	BF	175
186008834AC	Public intoxication	BF	175
186008844AC	Public intoxication	BF	175
186008863AC	Public intoxication	BF	175
186008884AC	Public intoxication	BF	175
186008896AC	Public intoxication	BF	175
186008897AC	Public intoxication	BF	175
186008924AC	Public intoxication	BF	175
186008927AC	Public intoxication	BF	175
186008753AC	Refuse, Trash, and Littering	BF	250
186008851AC	Required to stop on flashing red signal	BF	90
186008781AC	Speeding 50/25	BF	185
186008141AC	Speeding 52/40	BF	120
186008881AC	Speeding urban - 40/30 mph zone	BF	140
186008908AC	Speeding urban - 40/30 mph zone	BF	140
186008945AC	Speeding urban - 42/30 mph zone	BF	174
186008587AC	Speeding urban - 45/30 mph zone	BF	195
186008814AC	Speeding urban - 45/30 mph zone	BF	195
186008939AC	Speeding urban - 46/30 mph zone	BF	202
186008944AC	Speeding urban - 47/30 mph zone	BF	209
186008946AC	Speeding urban - 47/30 mph zone	BF	209
186006894AC	Speeding urban - 48/30 mph zone	BF	226
186008854AC	Speeding urban - 48/30 mph zone	BF	216
186008829AC	Speeding urban - 49/30 mph zone	BF	223
186008770AC	Speeding urban - 50/30 mph zone	BF	230
186008861AC	Speeding urban - 51/30 mph zone	BF	267
186008923AC	Speeding urban - 52/30 mph zone	BF	274
186008862AC	Speeding urban - 56/30 mph zone	BF	302
186008815AC	Starting Parked Vehicle	BF	90
99087N	Stop Sign Violation	BF	150
99089N	Stop Sign Violation	BF	150
99091N	Stop Sign Violation	BF	150

186008789AC	Turning left at intersection	BF	90
19651P	Unsafe Turning Movement	BF	90
186008138AC	Use of cell phone while driving prohibited	BF	75
186008478AC	Use of cell phone while driving prohibited	BF	75
99090N	Use of cell phone while driving prohibited	BF	75
186008868AC	Yield to pedestrian within crosswalk	BF	90
186008969AC	Compulsory Auto Insurance	D- Filed Valid Information	0
186008970AC	Compulsory Auto Insurance	D- Filed Valid Information	0
186008776AC	Compulsory Auto Insurance	D- Per Town's Motion	0
186008858AC	Compulsory Auto Insurance	D- Per Town's Motion	0
186008895AC	Compulsory Auto Insurance	D- Per Town's Motion	0
186008873AC	Expired temporary permit/improper registration	D- Per Town's Motion	0
186008292AC	Failure to Maintain Lane	D- Per Town's Motion	0
186008215AC	Limitations on Backing	D- Per Town's Motion	0
98150N	Open Container	D- Per Town's Motion	0
186008294AC	Speed too fast for conditions	D- Per Town's Motion	0
186008611AC	Speeding urban - 52/30 mph zone	D- Per Town's Motion	0
186008293AC	Unsafe Turning Movement	D- Per Town's Motion	0
186008346AC	Obey traffic control device designating lane	D- TS	0
186008727AC	Speeding 42/25	D- TS	0
186008756AC	Speeding 56/30	D- TS	0
18648P	Speeding urban - 30 mph zone	D- TS	0
186008765AC	Speeding urban - 36/30 mph zone	D- TS	0
186008722AC	Speeding urban - 49/30 mph zone	D- TS	0
186008768AC	Speeding urban - 49/30 mph zone	D- TS	0
186008795AC	Speeding urban - 50/30 mph zone	D- TS	0
186008517AC	Speeding urban -42/30 mph zone	D- TS	0
186005385AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA - in accordance with WS 7-13-301 Deferred adjudication	760
186005300AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	GP	810

STAFF REPORT



Meeting Date:	August 17, 2026	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item	Sewer Services Connection and Request - South Park Landing Recreational Vehicle Dump Station (E26-0136)	Public Comment:	Yes

Purpose or Policy Considerations.

This item is an applicant requested continuation from the August 3, 2026 regular Town Council meeting. Revised items are struck out or in blue italics. The purpose of the continuation was to clarify conditions with Town Staff.

The purpose of this item is for Council to consider the approval of a request for services outside the Town from Teton County (Applicant) to connect the proposed South Park Landing Recreational Vehicle Dump Station (Connection) located at 5475 South Highway 89 to Town sewer collection and treatment services via the Teton County School District's (TCSD) existing Munger School wastewater conveyance system.

Recommendations.

Staff recommend the Council approve the request for sewer collection and treatment services for the South Park Landing RV Dump Station subject to the conditions of approval set forth in this report.

Background.

Following approval of the Connection by the Teton County School District at their June 10, 2026 meeting, Teton County applied to the Town of Jackson to request approval for the Connection to the Town's collection and treatment systems via TCSD's existing sewer conveyance system. The Connection is located outside of the Town's corporate limits, south of the Town of Jackson, and will be incorporated into the TCSD's Service Area. Teton County will be a Connectee of TCSD, not a direct Town customer.

Proposed Development

The proposed development is a Recreational Vehicle (RV) Dump Station that is being constructed by Teton County on US Bureau of Land Management Parcel 26. The area is commonly known as South Park Landing West Park, with a street address of 5475 South Highway 89. The facility is intended to serve recreational vehicles only and will provide a controlled, accessible, and environmentally responsible location for RV wastewater disposal. The proposed facility directly supports recommendations identified in the Teton County 2024 Water Quality Management Plan which identifies development of additional RV dump stations as an immediate need and high priority mitigation strategy to improve regional water quality.

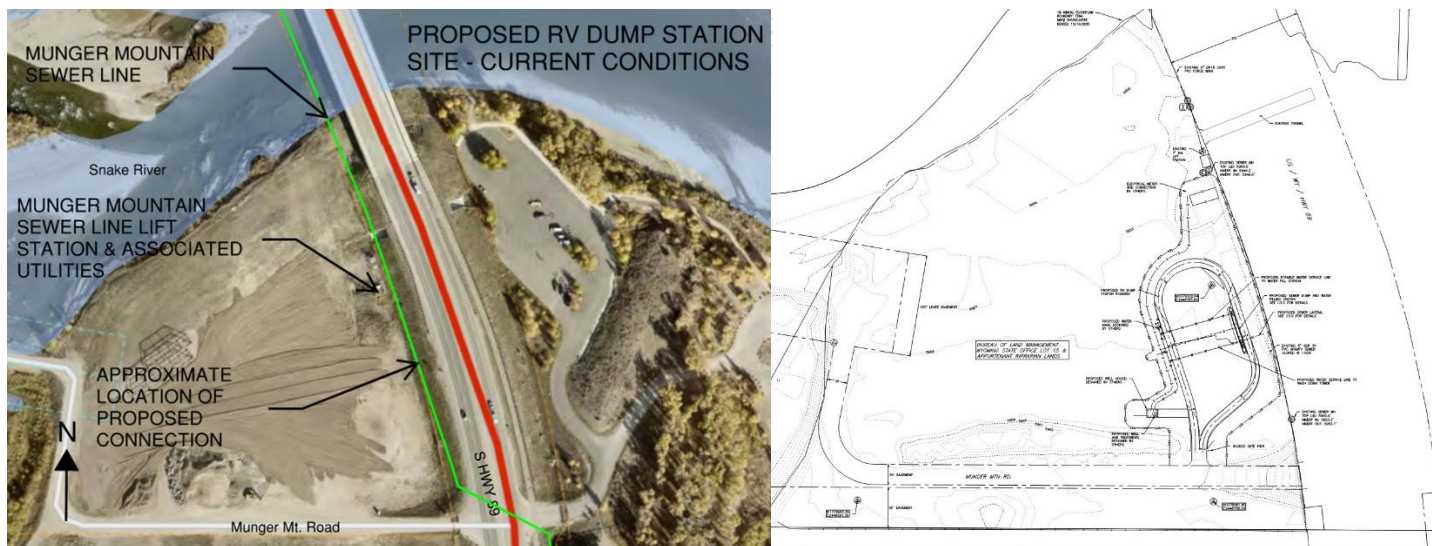


Figure 1 – Teton County's South Park Landing RV Dump Station Project

The proposed RV dump station is anticipated to generate an average daily wastewater flow of approximately 3,000 gallons per day (GPD), based on an estimated 30 RVs per day at 100 gallons per RV per day based on Wyoming Water Quality Rules and Regulations, Chapter 25.

Town Process for Sewer Service Requests

The Town's three-step connection process was established by Resolution 21-28 on November 15, 2021. Under that process, the Council first approves a request for services, then the Council approves the Connection and Use Agreement, and lastly, staff approves permits for construction.

Analysis & Key Policy Questions.

Staff reviewed this request against the eight factors established by Resolution 21-28. All eight factors support approval. The key findings are summarized below.

Staff have considered the following factors in recommending their approval:

- A. Existing Versus New Development
Staff find that the proposed connection is for new development.
- B. Expanded Service Area and Capacity Timeline
Staff find that this request is from outside the Capacity Study area and will reduce the future capacity timeline for the treatment plant and other necessary upgrades.
- C. Zoning Consistent with Comprehensive Plan
Staff find that the application is being developed on federally owned land by a county agency. Because the development is a governmental use on federal land, standard Comprehensive Plan consistency review does not apply in the same manner as a private development application. The proposed facility directly supports recommendations identified in the Teton County 2024 Water Quality Management Plan.
- D. Deed Restricted And/or Workforce Housing
Staff find that no deed restricted or workforce housing is associated with the application. Though, the station could be used by people using RVs for their housing.
- E. Potential For Reduced Environmental Impact

Staff find that the proposed connection will have a positive impact on water quality as the connection will convey wastewater to the Town's treatment plant, rather than using an onsite treatment and septic system.

F. Geographical Location

Staff find that the Connection is located within 50 feet of an existing sewer main.

G. Magnitude of the Request

Staff find the magnitude of this request is minor relative to the capacity of the Town's system.

Wastewater discharged directly from self-contained recreational vehicle holding tanks is not a prohibited waste pursuant to the existing March 20, 2023 Connection and Use Agreement. This determination does not extend to hauled septage, or any waste stream other than direct discharge from self-contained RV holding tanks at the permitted facility.

H. Costs To Upgrade and Impacted User Classes

Staff find that the proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the current rate payers. The new infrastructure will be designed, constructed, operated, and maintained by the Applicant.

Conditions of Approval

If this request for service is approved by the Council at this initial step, staff recommend the following conditions of approval:

- A. Approval is for a Recreational Vehicle Dump Station with a maximum day volume of 3,000 gallons per day and typical strength of BOD of 220 to 400 mg/L and TSS of 220 to 350 mg/L.
 - i. The applicant shall not discharge more effluent than they have paid capacity for, unless and until the applicant has advanced written approval from the Town Engineer and pre-pays for the additional capacity.
 - ii. Notwithstanding anything herein, the effluent discharged from the applicant's property may never exceed a capacity of 3,000 gallons per day.

~~Approval is for a Recreational Vehicle Dump station with estimated maximum day volumes of 3,000 gpd. The final approved volume in the Connection and Use Agreement may decrease but shall not exceed 3,000 gpd without additional approval.~~

- B. The Connection shall be one Connectee of the TCSD according to the connection and use agreement between the Town and TCSD.
 - i. A Connectee Connection and Use Agreement ("Connectee CUA") for Sewer Services must be executed not more than one year from the date of the motion to approve the request for service.
- C. Prior to finalizing the Connectee CUA: The Applicant shall provide a Letter of Consent from TCSD for making this application to request services.
- D. The RV Dump Station operator shall take all necessary measures to protect TCSD and Town infrastructure assets and prevent any septic, hazardous, or otherwise nefarious materials from being dumped at the station
~~Prior to finalizing the Connectee Connection and Use Agreement, any amendments to the TCSD agreement with the Town must be made.~~
 - ~~i. Applicant or TCSD shall provide wastewater strengths of RV waste versus septic waste to determine if revisions to the prohibition on septic dumping need to be approved.~~
 - ~~ii. Applicant or TCSD shall provide updated average day, maximum day, peak pumping rates, and peak discharges for the TCSD system, including all approved service areas. Volume basis shall be from the Town's municipal code for capacity fees where applicable.~~
 - ~~iii. Applicant or TCSD shall satisfactorily address all items of concern, conditions, requests, etc. included in the letter from Matt Ost diek at Rendezvous Engineering to Amy Ramage at Teton County Engineering dated July 21, 2026.~~

- E. Prior to construction of any infrastructure or service connecting to the Town systems and prior to connecting to any party already connected to Town systems, permits for the construction of said infrastructure must be issued by the Town.
- F. Applicant shall be responsible for all costs to design, permit, and construct upgrades determined necessary within or to the Town's systems associated with services for the development.

When additional services are connected to the Town's sewer systems, there is a cumulative impact on the Town's operation and maintenance costs for the wastewater collection and treatment systems and reductions in the Town systems' remaining capacities.

- Key Question 1: Does Council find that the eight review factors established by Resolution 21-28 support approving the request for sewer service for the South Park Landing RV Dump Station, subject to the conditions of approval?

Staff recommends yes. All eight factors support approval. The RV dump station provides a controlled, environmentally responsible facility for recreational vehicle wastewater disposal, directly supports the Teton County Water Quality Management Plan's recommendations, has a minor impact on Town system capacity, and imposes no costs on existing ratepayers.

- Key Question 2: Does Council support approving the Connection and Use Agreement and waiving the application and processing fees given that this is a governmental applicant receiving public funding?

Staff recommends yes on both. The Connection and Use Agreement has been reviewed by the Town Attorney and Town Engineer. The fee waiver is consistent with Town policy for governmental entities.

Possible Alternatives.

Alternative 1: The Council may choose to modify the conditions of approval before approving the request. The Council could adjust any of the conditions, including the maximum wastewater volume, metering requirements, or fee arrangements, if different terms are warranted. Staff would incorporate any Council-directed changes before executing the Connection and Use Agreement.

Alternative 2: The Council may choose to deny the request. Denial would require the Applicant to pursue an on-site septic system or holding tank and haul system. Staff do not recommend denial, an on-site system in this location carries greater environmental risk to water quality than connecting to the Town's treatment plant, and all eight review factors support approval.

Alternative 3: The Council may choose to defer the decision to a future meeting. Staff does not recommend deferral as the application is complete, all eight considerations have been evaluated. The facility is intended to address an identified water quality need and deferral delays that benefit without a corresponding advantage.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship.

Common Value #1 – Ecosystem Stewardship

- Principle 1.2- Preserve and enhance water and air quality
 - Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.*

Connecting the South Park Landing RV Dump Station to the Town's treatment plant rather than allowing an on-site septic system directly advances this policy by reducing the risk of groundwater contamination in an area outside Town limits where water quality monitoring and septic oversight are more limited.

The Council should be aware that each approval of outside-limits sewer service reduces the Town's treatment plant capacity and accelerates the timeline for costly infrastructure upgrades. The magnitude of this specific connection is minor and the applicant bears all connection costs, but the cumulative impact of outside-limits connections is a real long-term fiscal and infrastructure consideration. Council should weigh this as it evaluates the full pattern of such requests.

Fiscal Impact.

Typically, the Town charges a \$640 application fee for sewer service requests located in the County, and a \$155 per hour rate for staff time, as described in Condition of Approval 5. This is a Teton County project and qualifies for a fee waiver based our resolution with the County.

A capacity fee will be collected prior to connection, determined by the fees established in the Municipal Code at the time of the permit application. The ongoing fiscal impact thereafter is the wastewater usage fees paid to the Town. The fee amounts are set forth in Title 13 of the Jackson Municipal Code.

Staff Impact.

Total estimated staff time across all three steps is 26 to 34 hours, broken out as follows.

Step 1: Staff time during Step 1 is approximately 12 hours between Public Works, Legal, and Administration staff. [An additional 9 hours for the continuance.](#)

Step 2: CUA for Sewer Services will have the following impacts:

- CUA Agreement Drafting: 1-4 hours for Administration, 6-10 hours for Legal, and 6-10 hours for Public Works, for a total of 13-24 hours.
- Agreement Finalization and Recording: 2 Hours for Public Works.

Step 3: SWP Connection Permits for a connection typically take 4-8 hours for Public Works.

In addition, staff notes that when additional services are connected to the Town's systems, there is a cumulative impact on the Town's operation and maintenance personnel for wastewater collection and treatment systems.

The impact to the Town of providing wastewater service at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the sewer systems, the Finance Department that handles the billing, and to the Wastewater Treatment Plant capacity as the Town continues to connect more customers both within and outside of Town limits.

Attachments or Links.

[1. Application Materials](#)

[2. July 21, 2026 Letter from Rendezvous Engineering](#)

[See August 3, 2026 staff report for attachments.](#)

Suggested Motion.

I move to approve Teton County's South Park Landing RV Dump Station request for sewer collection and treatment services subject to the conditions of approval set forth in this staff report dated [August 17, 2026](#) ~~August 3, 2026~~.

SCOPING STAFF REPORT



Meeting Date:	August 17, 2026	Meeting Title:	Regular
Submitting Department:	External Affairs/Admin	Presenter:	Susan Scarlata
Agenda Item:	Dogs in Parks Scoping Staff Report	Public Comment:	Yes

Purpose or Policy Considerations.

Town Council voted for staff to draft a Scoping Report about the time and staff capacity it will take to work on updating policies and codes related to Dogs in Parks on June 1, 2026. Council should consider this item in tandem with its Priorities and Working Calendar attached, to consider the feasibility of moving the Dogs in Parks item forward.

Recommendations.

Staff recommends this initiative be added to Administration, Legal, and External Affairs's Departments to achieve before the summer of 2027.

Background.

At its June 1 meeting, Town Council voted for staff to draft a Scoping Report about the time and staff capacity it will take to work on updating policies related to dogs in parks. Staff understands Council's request is to identify the impact this item will have on staff, Council, and the community. The section of Town Code directly related to dogs in parks states that, it is unlawful for an owner to "allow [dogs] to enter or be upon any Town park, including but not limited to the Town Square, North Park, Miller Park, Phil Baux Park, Snow King Ball Park, Powderhorn Park, Powderhorn Ball Park, Mike Yokel Park, Rangeview Park, Garaman Park, and Mateosky Ball Park." Current policies apply uniformly to all Town Parks, do not distinguish between leashed and unleashed dogs, and do not provide for designated off-leash areas. Any policy change would require amending this code through the ordinance process, which involves three readings before Council.

Analysis & Key Questions.

Staff estimates that considering issues related to dogs in parks will take approximately three hours for Council at two meetings after this one, plus ordinance readings to update provisions in related Code. Work on dogs in parks is projected to take 35-50 hours of staff time including a significant amount of community engagement. In considering direction to staff about potentially moving dogs in parks forward, staff requests Council consider the impact on its own priorities and Working Calendar for the next year; the impact on staff and their carving out time for this initiative; and community member's capacity to fully engage about dogs in parks.

Staff understand that this initiative will result in preparing a timeline for completion, leading community engagement sessions and/or surveying community members about dogs in parks, notifying stakeholders when the initiative will be before Council, scheduling time at meetings, compiling and writing comprehensive staff reports, and drafting new Code provisions (if necessary). The proposed initiative may impact Council's priorities and Work Plan as a new item. Aiming to bring the item before Council in December for the first time, where there is currently space, should provide enough time for community engagement in the fall and moving the item forward to implement updates before the summer of 2027.

Key Question: Does Council want to move forward working on updates to policies related to dogs in parks?

Fiscal Impact.

The fiscal impact of moving forward with work on dogs in parks is currently nominal beyond related staff time. There may be costs related to new signs depending on related direction.

Staff Impact.

Staff anticipates this item will take between 35 and 50 hours of staff time including community engagement, compiling and writing staff reports, updating Code provisions, presentations to Council at meetings, and review of three ordinance readings.

Attachments or Links.

Town Council Working Calendar.

Suggested Motion.

I move to direct staff to schedule, engage about, work on, and present potential updates to Town policies related to dogs in parks.



Town Council's 'Working Calendar' 2026

Note: This 'Working Calendar' shows all Council meetings and upcoming items at regular meetings that are likely to take 60-90 minutes. Anticipated Planning Items are designated with a (P) after them. This calendar is subject to change and will be shared with Council approximately every two weeks.

Guiding Principles of Council's '26 Work Plan:

1. Ensuring financial responsibility;
2. Increasing Environmental Stewardship;
3. Defining Community Character;
4. Improving County Partnership;
5. Maintaining Town Facilities & Assets;
6. Continuing to Work on Housing & Transportation

COUNCIL'S WORKING CALENDAR 2026		
JANUARY	FEBRUARY	MARCH
JOINT MEETING JANUARY 5	JOINT MEETING FEBRUARY 2	EVENING MEETING MARCH 2
Comp Plan Scoping	Joint Powers Agreement Updates Parks & Rec	Revolving Rights from Housing Trust for Town Employees
	Emergency Management Exercise	Employee Housing Opportunities at 90 Virginian Lane
EVENING MEETING JANUARY 5		
Legislative Approach	EVENING MEETING FEBRUARY 2	SPECIAL JOINT MEETING MARCH 9
Flock Safety Contract Review	N. South Park Area 1 Request for Water/Wastewater	START JHMR Contract
	Annual Liquor License Renewals	90 Virginian Lane
WORKSHOP JANUARY 20		
Water Efficiency	WORKSHOP FEBRUARY 17	WORKSHOP MARCH 16
LDR Updates to Address Development Impacts	Parking Update for Summer 2026	FY27 Budget Revenue & Reserve
	Parks & Rec 5 Year Capital Improvement Plan (CIP)	Visioning Workshop for Changes to LDRs
EVENING MEETING JANUARY 20		Utility Rate Update & Water Efficiency Ordinance
90 Virginian Lane Town Funding Approach	EVENING MEETING FEBRUARY 17	
Nelson Drive Annexation Hearing	S4 Flats Housing Project	EVENING MEETING MARCH 16
	Town Council Salaries	Parklets Check In (Plug 'N Play)
SPECIAL MEETING, RETREAT JANUARY 28 & 29		Karns Meadow Ecological Monitoring Plan
	SPECIAL MEETING, STRATEGIC BUDGET FEB. 19	
		SPECIAL JOINT MEETING MARCH 17, Board Interviews
		SPECIAL MEETING MARCH 18, STRATEGIC BUDGET

APRIL	MAY	JUNE
JOINT MEETING APRIL 6	JOINT MEETING MAY 4, CANCELLED	JOINT MEETING JUNE 1
90 Virginian Lane		Joint Budget Finalization
	EVENING MEETING MAY 4	Fire/EMS Joint Powers Agreement Finalization
EVENING MEETING APRIL 6	Working Agreements Check In & Council Pay Philosophy	
Title 5 & 9: Municipal Code Updates	SPET Allocation for Stilson Transit Center	EVENING MEETING JUNE 1
Executive Session		Update on Parking Garage and Parking Action Plan
	SPECIAL MEETING MAY 5, FY27 BUDGET	Traffic Impact Study LDR Updates (P)
SPECIAL MEETING APRIL 13, FY27 BUDGET		
	SPECIAL JOINT MEETING MAY 11, 90 Virginian Ln.	WORKSHOP JUNE 15
WORKSHOP APRIL 20		Town Long Range Planning Work Plan & Indicator Report
Stormwater Utility Policies	SPECIAL JOINT MEETING MAY 12, FY27 BUDGET	LDR FY26 Development Impact Updates
Joint Powers Agreement Updates—Town Only		START Bus Grant Update
Potential Changes to Bear Conflict Zone	SPECIAL MEETING MAY 13, FY27 BUDGET	
		EVENING MEETING JUNE 15
EVENING MEETING APRIL 20	WORKSHOP MAY 18	Working Agreements Check In
Community School Expansion Conditional Use Permit (P)	Town Employee Housing Strategy	Budget Hearing
Executive Session	Natural Resource Overlay LDR Update	90 Virginian Lane
	Joint Powers Agreement Updates—Town Only	
SPECIAL JOINT MEETING APRIL 27, FY27 BUDGET		
Nonprofits	EVENING MEETING MAY 18	
	145 W. Pearl Ave. Development Plan (P)	
SPECIAL JOINT MEETING APRIL 28, FY27 BUDGET	Teton Village Resort Master Plan Amendments (P)	
Joint Departments	Scoping of Hidden Ranch Speed Limit	
Transportation & Housing Work Plan		
	SPECIAL MEETING MAY 26, FY27 BUDGET	

JULY	AUGUST	SEPTEMBER
JOINT MEETING JULY 6	JOINT MEETING AUGUST 3	EVENING MEETING SEPTEMBER 8
Joint Powers Agreement – Town Update	Housing Rules & Regs Issue Identification	Rodeo Concession Agreement
START Budget Amendment Update	Aquatics Facilities Planning Workshop	FY27 Rodeo Grounds Capital Contribution
Parks & Rec Joint Powers Recap & New Ideas		Affordable Housing Exemptions Scoping Report
Housing Rules & Regs Issue Identification	EVENING MEETING AUGUST 3	Recreation Center Access Policy for Town & County Employees
	Contractor Licensing Municipal Code Amendments (P)	Community Streets Plan Adoption
EVENING MEETING JULY 6	Future Wastewater Treatment Plant Capacity Analysis	
String Lighting LDR Amendment (P)		JOINT MEETING SEPTEMBER 14
	WORKSHOP AUGUST 17	Comp Plan Next Steps
SPECIAL JOINT MEETING JULY 7, BOARD INTERVIEWS	Ecosystem Indicator Report	Parks & Rec Joint Powers Recap & New Ideas
	Building Permit Fees & Waiver Policy	Workshop for Health & Human Service Funding Process 2.0
SPECIAL JOINT MEETING JULY 14, 90 VIRGINIAN LANE	LDR Changes to Address Development Impacts	
		WORKSHOP SEPTEMBER 28
WORKSHOP JULY 20	EVENING MEETING AUGUST 17	Cemetery Master Plan & Fees
Community Streets Plan Draft	Update on Parking Garage Management	Health & Human Services & Community Initiatives Update
Sustainability Plan Update	Dogs In Parks Scoping Report	LDR Update for Wildlife Friendly Fencing/Permeability (P)
Pollinator Protection	Traffic Impact Analysis & Travel Demand Mangement (P)	
		EVENING MEETING SEPTEMBER 28
EVENING MEETING JULY 20	SPECIAL MEETING AUGUST 18, BOARD INTERVIEWS	Transportation Maintenance Fee and Impact Fee
Virginian Lodge Development Plan (P)		Biennial LDR Update
Natural Resource Overlay LDR Update	SPECIAL JOINT MEETING AUGUST 31, START FUNDING	

OCTOBER	NOVEMBER	DECEMBER
JOINT MEETING OCTOBER 5	JOINT MEETING NOVEMBER 2	JOINT MEETING DECEMBER 7
Housing Rules & Regs		
		EVENING MEETING DECEMBER 7
EVENING MEETING OCTOBER 5	EVENING MEETING NOVEMBER 2	Reimagining Special Events
Update on Parking at Home Ranch	Legislative Approach	
Parklet Program Scoping Report	PI List & Plug 'N Play Review	WORKSHOP DECEMBER 21
Mixed-Use Development Plan 665 S Cache (P)	Traffic Impact Study LDR Update (P)	Town Facilities & Property Master Plan
	Arts District South Development Plan 230 W. Simpson (P)	Rodeo Grounds and Concessionaire
SPECIAL MEETING OCTOBER 13, STRATEGIC BUDGETING		Investment Options Strategic Budgeting 2.0
	WORKSHOP NOVEMBER 16	Rodeo Management Agreement
WORKSHOP OCTOBER 19	Staff Benefit Package Review	
Title 13: Utilities Update	Title 8: Health & Safety Update	EVENING MEETING DECEMBER 21
Town Employee Housing Strategy	Willow/King/Gill Complete Street	
EVENING MEETING OCTOBER 19	EVENING MEETING NOVEMBER 16	
Shifting Meetings to Tuesday	Nelson Drive Solutions	
Hotel Development Plan at 210 N. Glenwood (P)		

CURRENT SCOPING REPORT ITEMS	PLUG 'N PLAY ITEMS	
Changing Speed Limit in Hidden Ranch	Parklets	
Dogs in Parks (August)	Bear Conflict Zone Potential Expansion	
Affordable Housing Exemptions (September)	Working Agreements Check-In (June)	
Parklet Program (October)	Pollinator Protection (July)	
Council Pay Philosophy (in process)	PI List Review (November)	
	Nelson Drive Solutions (November)	
	Shifting Meetings to Tuesday (October)	
	Investment Options Strategic Budgeting 2.0 (December)	
	Cemetery Residency Requirements Policy	
	Analysis of Abstention/Excused Absences/Rules of Debate/Additions	
	Int'l Energy Conservation Building Code Update	
	Drone As First Responder	
	Voluntary Stretch Codes for Building Efficiency	
	Mounted Patrol Implementation	

STAFF REPORT



Meeting Date:	August 17, 2026	Meeting Title:	Regular
Submitting Department:	Planning & Building Department	Presenter:	Paul Anthony
Agenda Item:	Demolition Permit Stay Request for Structures at 110 Redmond Street	Public Comment:	Yes

Purpose or Policy Considerations.

The purpose of this item is for the Council to review and consider two demolition permit applications – one for a residential structure (DEM26-0013) and one for an accessory shed structure (DEM26-0014) – at 110 Redmond Street pursuant to Jackson Municipal Code Chapter 15.38. The Teton County Historic Preservation Board ("TCHPB") has determined the structure to be historically significant and has recommended a 60-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.

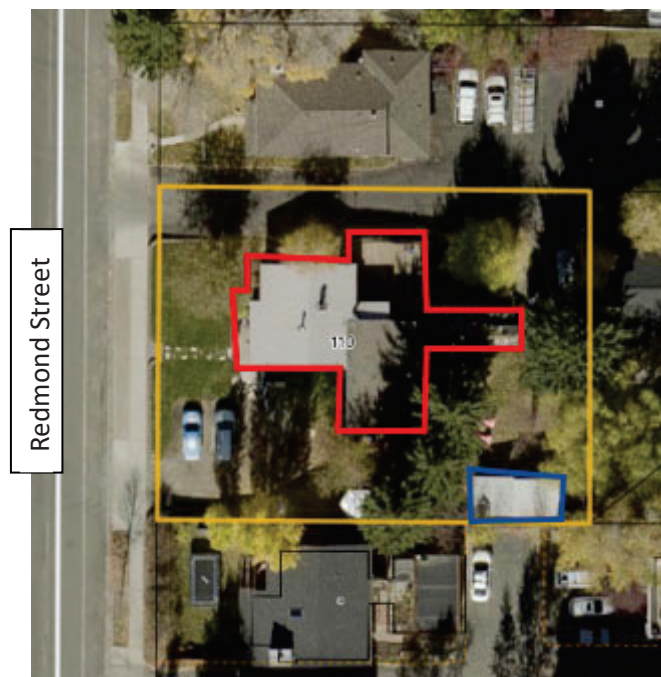
Recommendations.

The Teton County Historic Preservation Board (TCHPB) recommends a 60-day stay, beginning August 17, 2026, and ending September 14, 2026, on the issuance of both demolition permits to allow for public comment and for the applicant, the TCHPB, and other interested parties to explore alternatives to demolition.

Background.

On June 17, 2026, Jonathan Tunney, and agent of property owner Redmond Property Holdings, LLC, applied for two demolition permits to demolish structures at 110 Redmond Street. The permits address demolition of one primary residential structure of approximately 2,500sf (DEM26-0013) and one accessory shed structure of approximately 250sf (DEM26-0014). The applications were received by the Planning and Building Department and forwarded to the TCHPB for review in accordance with Municipal Code. An aerial map of the property is provided on the following page. Pictures of the existing structures proposed for demolition are included as attachments to this staff report.

Aerial Map of Property



- DEM26-0013: Primary Structure
- DEM26-0014: Accessory Shed Structure

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. Staff note that the property owner has applied for a building permit (B26-0156) for a mixed use residential and office structure.

The Jackson Municipal Code (15.38.010) 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 can explore 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.

The central question before Council today is not whether the structure should be demolished, that is the applicant's right to pursue. The question is whether to impose a stay, and if so, for how long. A stay provides time for public input and for the applicant and interested parties to explore whether alternatives to demolition exist. It does not prevent demolition from ultimately occurring.

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.

For this project, the TCHPB met on July 14, 2026, and determined the primary residential structure in question to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register based on age and patterns of development.

Because the structure in question is over 50 years old, and because the TCHPB found the residential structure to reflect the specific pattern of development of East Jackson to be historically significant, the demolition ordinance requires that the TCHPB recommend a stay of between 60-100 days. The TCHPB recommended the minimum duration of 60 days.

For the shed, the TCHPB determined that it was not historically significant under the Town of Jackson Designation Criteria for the Jackson Historic Register but was more than 50 years old (built in 1974). Pursuant to the Town's demolition ordinance, the TCHPB recommended a stay of the minimum duration of 60 days.

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 60-day stay on the issuance of the demolition permits for the main house and the shed?

The following considerations are offered to assist Council's deliberation:

In favor of the full 100-day stay: The TCHPB found the primary house (but not the shed) to be historically significant. A 100-day stay provides the maximum time available under the Municipal Code for public input and for the applicant and interested parties to explore whether alternatives to demolition exist. Once a structure of this age and character is demolished, that opportunity is permanently lost.

In favor of a shorter stay or no stay: A shorter stay of 60 days for the primary house would be consistent with the TCHPB's recommendation and analysis. However, a short stay, or no stay at all, for the shed would be more consistent with the TCHPB's determination that the shed has no historical significance. Council should also note that the demolition review process does not evaluate what, if anything, the applicant plans to build on the site, that is governed by a separate permitting process.

Possible Alternatives

Alternative 1: The Council may impose a stay of more than 60 days on one or both of the structures. Council may set any stay between one and 100 days. A shorter stay would reduce the time available for public input and alternatives

exploration but would allow the applicant to proceed with demolition sooner. If Council is inclined toward a shorter stay, staff recommend specifying the exact number of days in the motion so the end date is unambiguous.

Alternative 2: The Council may elect not to impose a stay on one or both of the structures. Council may determine that no stay is appropriate, in which case the demolition permit would proceed through the normal permitting process without delay. Council should be aware that this option foregoes the opportunity for public comment and alternatives exploration on a house the TCHPB has determined to be historically significant.

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.

Staff do not identify tension between this item and other Comprehensive Plan goals.

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 9 hours of staff time from the Department. Staff does not anticipate a workload conflict with existing Council-directed priorities.

Attachments or Links.

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

Suggested Motions

I move to **approve** a stay of **[0 – 100 DAYS]**, beginning July 14, 2026, for the demolition of the primary residential structure at 110 Redmond Street (DEM26-0013) as presented in this staff report dated August 17, 2026.

I move to **approve** a stay of **[0 – 100 DAYS]**, beginning July 14, 2026, for the demolition of the accessory shed structure at 110 Redmond Street (DEM26-0014) as presented in this staff report dated August 17, 2026.



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: 110 Redmond Street, Jackson, WY 83001

PIDN: 22-41-16-34-1-56-001 Original Year Built: 1953

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

Years and Description of any Additions: N/A

Years and Description of any Remodels: Unknown

Years and Description of any other Demolitions: N/A

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

Demolish residential structure of 2,500 SF. Included as part of the demolition of this structure shall be the wood porches, electric meter, water service & hard scaping.

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

Name: Redmond Property Holdings, LLC Phone: 415-571-2772

Mailing Address: P.O. Box 13942, Jackson, WY ZIP: 83002

E-mail: JonoTunney@gmail.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: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

CONTRACTOR.

Name: TBD Phone: _____

E-mail: _____ License: _____

NOTICES. *The following information should be considered with any demolition permit application.*

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 the Asbestos Coordinator with the Wyoming DEQ Air Quality Division 307-777-7394.

A notification of Demolition form may be 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 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.

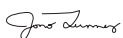
DEMOLITION PERMIT SUBMITTAL REQUIREMENTS. *In order to be considered complete the following elements must be supplied with this application (Please contact the Engineering Division at 733-3079 with any questions regarding this permit):*

APPLICANT INITIALS	Application shall include the following items or acknowledgments:
JT	Notarized Town of Jackson Letter off Authorization, if applicant is other than the owner.
JT	Copy or receipt of written notification to the Wyoming DEQ Asbestos program. <i>See attached form for submittal to DEQ.</i>
JT	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
JT	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.



Digitally signed by 8e7ddeb4-3aa8-489c-950e-9debad756e32
DN: cn=8e7ddeb4-3aa8-489c-950e-9debad756e32
Date: 2026.06.16 09:50:51 -06'00'

Signature of Owner or Authorized Applicant/Agent

Jonathan Tunney

Name Printed

06/17/2026

Date

Managing Member, Owner

Title



DEMOLITION PERMIT APPLICATION
Planning & Building Department
Building Division

150 East Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687
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E-mail: _____

CONTRACTOR.

Name: TBD Phone: _____

E-mail: _____ License: _____

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All work to be completed in accordance with the IBC Section 3303.

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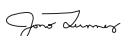
DEMOLITION PERMIT SUBMITTAL REQUIREMENTS. *In order to be considered complete the following elements must be supplied with this application (Please contact the Engineering Division at 733-3079 with any questions regarding this permit):*

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JT	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
JT	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.



Digitally signed by 8e7ddeb4-3aa8-489c-950e-9debad756e32
DN: cn=8e7ddeb4-3aa8-489c-950e-9debad756e32
Date: 2026.06.16 09:50:51 -06'00'

Signature of Owner or Authorized Applicant/Agent

Jonathan Tunney

Name Printed

06/17/2026

Date

Managing Member, Owner

Title

Teton County Historic Preservation Board
Demolition Permit Recommendation for DEM26-0013 and DEM26-0014
110 Redmond, House(13) and Shed (14)

July 15, 2026

DEM26-0013: 110 Redmond: House

The resources identified in DEM26-0013: 110 Redmond: House, Wyoming, are/are not found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register

The TCHPB recommends a 60 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.

The resources identified in Dem26-0013 are found to be historically significant according to the following Town of Jackson Designation Criteria: Age and Patterns of Development.

DEM26-0014: 110 Redmond Street: Shed

The resources identified in DEM26-0014: 110 Redmond Street: Shed, Wyoming, are not found to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register

The TCHPB recommends a 60 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.

The resources identified in Dem26-0014 are found to be historically significant according to the following Town of Jackson Designation Criteria: Age.

The TCHPB only recommends a stay for DEM26-0014 pursuant to the TOJ ordinance language, requiring the recommendation of a demolition permit stay for any structure over 50 years old.

Attached, please find the historic significance research report from Turn Stone Research for both properties.

TCHPB DEMOLITION PERMIT REVIEW FORM

Permit #: DEM26-0013

Address: 110 Redmond Street

Year Built: c.1947

Building(s) to be Demolished:

1. 110 Redmond Street: frame residence (c.1947)

The property comprises Lot 15 in the Redmond 3rd Addition. The 0.30 acre lot is largely grassed, with mature trees and a dirt driveway access from Redmond Street on the west. The residence is in the center of the lot, which is built up slightly from the street level with a brick retaining wall. The front of the lot is open, with mature trees on the north and east (rear), and south.

The 1,621sqft frame residence was constructed in 1947, in a vernacular style. The house is oriented toward the west, with an eastern addition dating to c.1977-1978. The eastern rear addition is only partially visible from the front, with the majority being obscured by the original 1947 core. It does not overwhelm or change the look and feel of the earlier 1947 house. Both sections retain original siding and windows. The standing seam metal roofing appears to have been replaced in the late 1980s, and the rolled asphalt roofing on the 1977 addition is original or was replaced in-kind. The house retains integrity of all seven aspects.

County records indicate a build year of 1954, but sales and mortgages further define the build to 1947. The lot is empty in the 1945 aerial layer, and the house appears in 1955.

The residence is more than 50 years old and retains integrity. It is considered historically significant for its association with the patterns of the development of Jackson, and for associations with a significant person.

Property Notes: Lot 15 Redmond Addition (3rd), previously Lots 11 & 12 Redmond (2nd)

The original lots 11 and 12 in the 2nd Redmond Addition were purchased by Stanley "Hoop" Roice in September 1945 after he was honorably discharged from service in WWII. Roice had been injured and awarded the Bronze Service Star Award. Roice grew up in Kelly and moved into town with his family after the flood in 1927. After returning home from service in 1945 he worked in the construction business, it is unknown if he constructed this house himself. Though it is possible due to the vernacular nature and size. Roice then worked for the town Public Works Department for 20 years until 1985, where Mike Yokel said of him, "I could always depend on him to show up and do a good job. No one else could sweep the corners like Hoop could." He was officially recognized in 1980 with a letter of commendation and a key to the Town of Jackson. Roice retired and sold the house in 1986 to Sue Ann Robertson. The property has had multiple owners since 1986.

TCHPB DEMOLITION PERMIT REVIEW FORM

Permit #: DEM26-0014

Address: 110 Redmond Street

Year Built: c.1974

Building(s) to be Demolished:

1. 110 Redmond Street: shed (c.1974)

The property comprises Lot 18 in the Redmond Addition (3rd filing). The 0.30 acre lot is largely grassed, with mature trees and a dirt driveway access from Redmond Street on the west. The shed is in the rear southeast corner of the lot and not visible from the front or street.

The 167sqft frame shed has a construction date of 1974 in the Teton County GIS records, but a shed appears to move around the rear of the lot in several older aerial layers. Regardless, sheds are ephemeral structures and generally not evaluated to have historic significance unless there is a strong correlation or relationship to the significance of the house (as a workshop, etc).

The shed was not found to be historically significant.

Property Notes: Lot 15 Redmond Addition (3rd filing)



October 27, 2025

Jonathan Tunney
970 W. Broadway, Ste #252
Jackson, WY 83001
jftunney@gmail.com
415.489.8314

RE: Asbestos Building Inspection, 110 Redmond Street, Jackson Wyoming

To Whom It May Concern:

In accordance with the U.S. Environmental Protection Agency (EPA), Wyoming Department of Environmental Quality (WDEQ) regulations, OSHA worker safety standards, and regional solid waste disposal requirements, Jonathan Tunney contracted Jorgensen Associates, Inc. (**Jorgensen**) to conduct an asbestos building inspection of the multi-residence located at 110 Redmond Street, Jackson, Wyoming. Samples of suspect materials were collected from this home for the analysis of Asbestos-Containing Material (ACM) in preparation for future renovations and/or demolition.

Inspection and Technical Approach

A Jorgensen-provided, EPA-certified asbestos building inspector conducted a visual inspection of the building's interior and exterior on October 14, 2025. During this inspection, suspect building materials were identified, and bulk samples were collected for ACM analysis. The inspector collected bulk material samples by taking a composite core that included all layers within the suspect materials, in accordance with applicable federal and state regulations.

Building History & Description

- **Year Built:** 1980's with subsequent remodels occurring since originally built.
- **Size:** Approximately 2,500 square feet, divided into 3 rental units – two upstairs units and a basement unit. No garage present.
- **Construction:** Primarily stick frame construction with a concrete masonry unit foundation and basement.
- **Exterior Finishes:** Wood siding and trim, stone, concrete, and glass. The roof is asphalt shingle with a rubberized roofing underlayment.
- **Interior Finishes:** Primarily textured drywall walls and ceilings, and wood trim. Flooring includes laminate wood, linoleum, and carpeting on a wood subfloor (bedrooms). All windows and doors are aluminum and wood. Electric baseboard heat.
- **Insulation:** Insulation observed consists of fiberglass batten insulation.
- **Not Observed:** No fire doors, suspect carpet mastic, suspect window glazing, nor suspect heating duct putty observed.

Asbestos Laboratory Analysis

The bulk suspect samples were submitted to EMSL Analytical, Inc. (EMSL) in Indianapolis, Indiana, for analysis using Polarized Light Microscopy (PLM) methodology. EMSL is a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for Bulk Asbestos Fiber Analysis.

- *Note:* Per EPA NESHAP (40 CFR 61, Subpart M) regulatory guidance, samples containing less than 1% asbestos must be point-counted to be considered a trace-containing material.

Materials Sampled

The following twenty-four (24) samples of suspect ACM were collected from the structure for analysis:

- Eight (8) samples of drywall
- Eight (8) samples of drywall texture
- Two (2) samples of laminate flooring
- Four (4) samples of linoleum flooring
- Two (2) samples of acoustic ceiling tile

Laboratory Results

Laboratory results, received on October 23, 2025, reported that two drywall texture samples tested at less than 1% asbestos; these two samples were re-tested using PLM 400 Point Count analysis on October 24 which showed samples to contain less than 0.25% asbestos. All other samples tested negative for asbestos. The full laboratory analysis is attached to this report.

Conclusion and Recommendations

Based on the laboratory analysis, demolition debris has tested negative for asbestos and may be handled as such.

Although all reasonable efforts were made to discover potential ACM, some suspect materials may remain hidden in walls, voids, or other concealed areas. Please contact our office should any additional suspect materials be uncovered during demolition.

Thank you for allowing Jorgensen to provide this asbestos building inspection for your project. Please contact us if you have any questions or if we can provide additional services.

Sincerely,
JORGENSEN ASSOCIATES, INC.



Mac Dukart
Project Manager
Certified Asbestos Inspector and Management Planner



EMSL Analytical, Inc.

6340 CastlePlace Dr. Indianapolis, IN 46250

Tel/Fax: (317) 803-2997 / (317) 803-3047

<http://www.EMSL.com> / indianapolislab@emsl.com

EMSL Order: 162513511

Customer ID: JORG50

Customer PO: 25717

Project ID:

Attention: Mac Dukart

Jorgensen Associates, PC

PO Box 9550

1315 Highway 89 S., Suite 201

Jackson, WY 83001

Project: 110 Redmond St. Jackson Wy

Phone: (307) 733-5150

Fax: (307) 733-5187

Received Date: 10/16/2025 10:01 AM

Analysis Date: 10/23/2025

Collected Date:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
RF-1 162513511-0001	LAMINATE FLOORING MAIN UNIT	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
RF-2 162513511-0002	LAMINATE FLOORING REAR UNIT	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
RT-1 162513511-0003	WALL TEXTURE, REAR UNIT WEST BED				Insufficient Material
RDW-1 162513511-0004	DRYWALL REAR UNIT WEST BED	Brown/White Fibrous Heterogeneous	15% Cellulose	80% Gypsum 5% Non-fibrous (Other)	None Detected
RT-2 162513511-0005	WALL TEXTURE, REAR UNIT EAST BED				Insufficient Material
RDW-2 162513511-0006	DRYWALL REAR UNIT EAST BED	Brown/White Fibrous Heterogeneous	15% Cellulose	80% Gypsum 5% Non-fibrous (Other)	None Detected
RT-3 162513511-0007	WALL TEXTURE, REAR UNIT MAIN ROOM	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
RDW-3 162513511-0008	DRYWALL REAR UNIT MAIN ROOM	Brown/White Fibrous Heterogeneous	10% Cellulose	85% Gypsum 5% Non-fibrous (Other)	None Detected
BT-1 162513511-0009	WALL TEXTURE, BASEMENT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BDW-1 162513511-0010	DRYWALL, BASEMENT	Brown/White Fibrous Heterogeneous	25% Cellulose	70% Gypsum 5% Non-fibrous (Other)	None Detected
B-T2 162513511-0011	CEILING TEXTURE, BASEMENT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BDW-2 162513511-0012	DRYWALL, BASEMENT	Brown/White Fibrous Heterogeneous	5% Cellulose	90% Gypsum 5% Non-fibrous (Other)	None Detected
B-T3 162513511-0013	CEILING TEXTURE, BASEMENT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BDW-3-Drywall 162513511-0014	DRYWALL, BASEMENT	Brown/White Fibrous Heterogeneous	20% Cellulose	75% Gypsum 5% Non-fibrous (Other)	None Detected
BDW-3-Joint Compound 162513511-0014A	DRYWALL, BASEMENT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BF-1-Flooring 162513511-0015	KITCHEN FLOORING, BASEMENT	Brown/Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 10/23/2025 10:13:49



EMSL Analytical, Inc.

6340 CastlePlace Dr. Indianapolis, IN 46250

Tel/Fax: (317) 803-2997 / (317) 803-3047

<http://www.EMSL.com> / indianapolislabs@emsl.com

EMSL Order: 162513511

Customer ID: JORG50

Customer PO: 25717

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BF-1-Mastic 162513511-0015A	KITCHEN FLOORING, BASEMENT	Tan/Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BF-2-Flooring 162513511-0016	KITCHEN FLOORING, BASEMENT	Brown/Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BF-2-Mastic 162513511-0016A	KITCHEN FLOORING, BASEMENT	Tan/Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MT-1 162513511-0017	WALL TEXTURE, LAUNDRY	White/Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
MDW-1 162513511-0018	DRYWALL, LAUNDRY	Brown/White Fibrous Heterogeneous	15% Cellulose <1% Glass	80% Gypsum 5% Non-fibrous (Other)	None Detected
MT-2 162513511-0019	WALL TEXTURE, MAIN KITCHEN	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MDW-2 162513511-0020	DRYWALL MAIN KITCHEN	White Non-Fibrous Homogeneous	2% Cellulose <1% Glass	90% Gypsum 8% Non-fibrous (Other)	None Detected
MLF-1-Linoleum 162513511-0021	LINOLEUM, LAUNDRY	White Fibrous Heterogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
MLF-1-Mastic 162513511-0021A	LINOLEUM, LAUNDRY	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MLF-2-Linoleum 162513511-0022	LINOLEUM, LAUNDRY	White Fibrous Heterogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
MLF-2-Mastic 162513511-0022A	LINOLEUM, LAUNDRY	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MAT-1 162513511-0023	ACOUSTIC CEILING TILE, MAIN	Tan/White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
MAT-2 162513511-0024	ACOUSTIC CEILING TILE, MAIN	Tan/White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected

Analyst(s)

Paul Rihm (27)

Asbestos Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This 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. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262, A2LA Accredited - Certificate #2845.25

Initial report from: 10/23/2025 10:13:49



EMSL Analytical, Inc.

6340 CastlePlace Dr. Indianapolis, IN 46250

Phone/Fax: (317) 803-2997 / (317) 803-3047

<http://www.EMSL.com> / indianapolislaboratory@emsl.com

EMSL Order: 162513511

Customer ID: JORG50

Customer PO: 25717

Project ID:

Attention: Mac Dukart
Jorgensen Associates, PC
PO Box 9550
1315 Highway 89 S., Suite 201
Jackson, WY 83001

Project: 110 Redmond St. Jackson Wy

Phone: (307) 733-5150

Fax: (307) 733-5187

Received: 10/16/2025 10:01 AM

Analysis Date: 10/23/2025 - 10/24/2025

Collected:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy. Quantitation using 400 Point Count Procedure

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
RT-3 162513511-0007	WALL TEXTURE, REAR UNIT MAIN ROOM	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	<0.25% Chrysotile
MT-1 162513511-0017	WALL TEXTURE, LAUNDRY	White/Beige Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	<0.25% Chrysotile

Analyst(s)

Sean O'Donnell (2)

Asbestos Laboratory Manager
or other approved signatory

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Initial report from: 10/23/2025 10:13:54



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

Michael Dukart

*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: January 9, 2025
NUMBER: **W250044**
EXPIRES: January 9, 2026
CREDITS: 0.80 CEUs / 1.34 ABIH CM Points

A handwritten signature in black ink, appearing to read "Beth Rhoades".

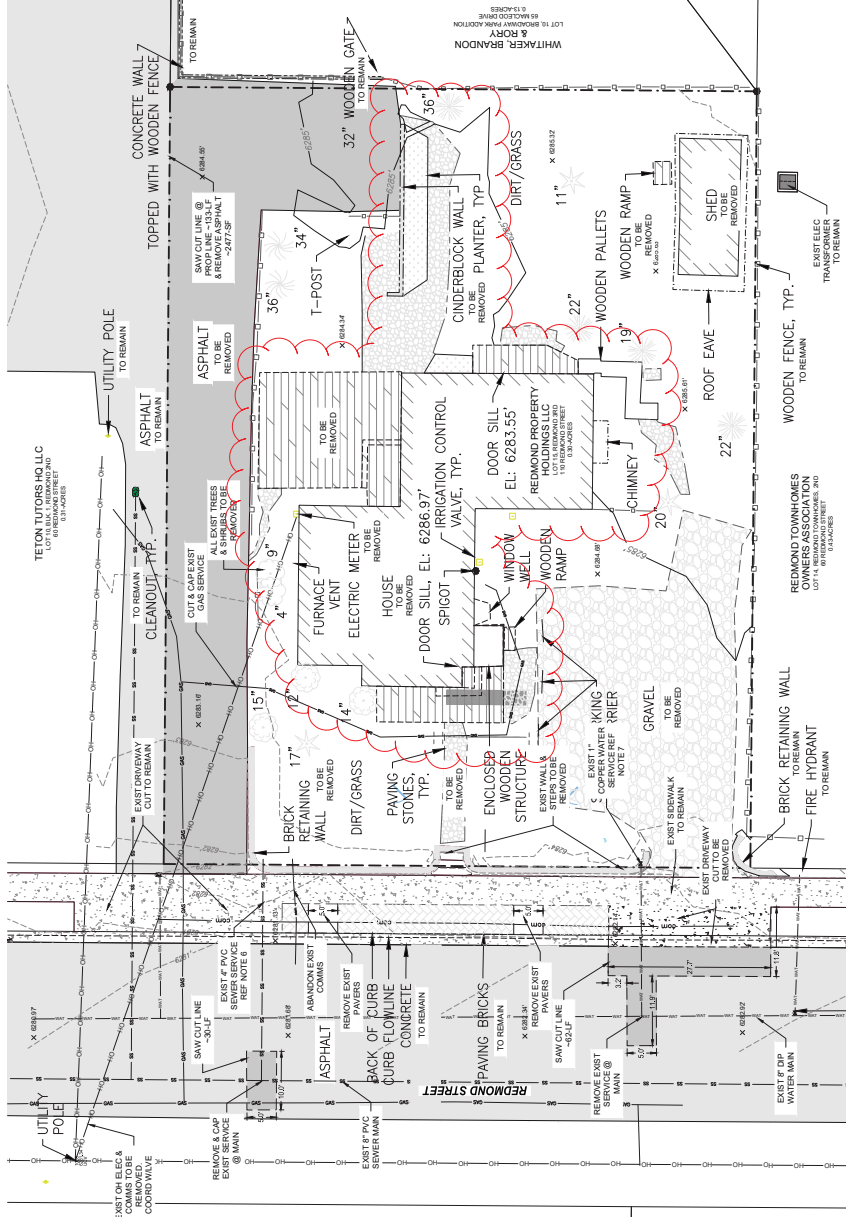
Dr. Beth Rhoades
Associate Dean
Division of Online and Continuing Education
Weber State University

EXISTING CONDITIONS NOTES:

1. EXISTING CONDITIONS SURVEY PROVIDED BY Y2 CONSULTANTS, DATED 8/26/2024.
2. EXISTING UTILITIES SURVEY PROVIDED BY GANNETT PEAK SURVEYING.
3. VERTICAL DATUM IS NAVD88 WITH BASE ELEVATION = 6284.9' AT CONTROL POINT 4 (NOT SHOWN)
4. HORIZONTAL DATUM IS GRID NORTH WYOMING WEST STATE PLANE NAD83.
5. REFERENCE IS MADE TO PLAT NO. 836, THE 3RD REDMOND ADDITION RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY WYOMING.
6. THE PROPERTY IS SUBJECT TO A 14.5-FT ACCESS EASEMENT ALONG THE NORTHERN PROPERTY LINE PER PLAT NO. 836.

DEMOLITION NOTES:

1. DEMOLITION ACTIVITIES SHALL NOT OCCUR WITHOUT AN APPROVED TOWN OF JACKSON DEMOLITION PERMIT.
2. THERE IS AN ACCESS EASEMENT ON THE NORTH 14.5-FT OF LOT 15. PROVIDE ACCESS DURING CONSTRUCTION. ACCESS TO THE BUSINESS AT 60 REDMOND STREET WILL NEED TO BE PROVIDED DURING CONSTRUCTION.
3. A CONSTRUCTION-STAGING NARRATIVE SHALL BE SUBMITTED FOR REVIEW AND APPROVAL WITH THE DEVELOPMENT PLAN APPLICATION
4. CONTRACTOR MUST MAINTAIN EXISTING PERIMETER FENCES UNTIL DEMOLITION WORK IS COMPLETED. ADDITIONAL CONSTRUCTION FENCING AND ENTRY GATES MAY BE REQUIRED TO FILL IN THE GAPS.
5. CONTRACTOR SHALL KEEP CONSTRUCTION DEBRIS AND SOIL FROM TRACKING ONTO THE ROADWAYS. CONTRACT MAY BE REQUIRED TO INSTALL A CONSTRUCTION ACCESS TRACK PAD.
6. EXISTING SEWER SERVICE: CONTRACTOR TO CUT AND CAP THE EXISTING SEWER SERVICE AT THE PROPERTY LINE. THE SEWER SERVICE MUST BE INSPECTED WITH VIDEO CAMERA TO VERIFY TYPE AND QUALITY OF PIPE PRIOR TO APPROVAL FOR RE-USE BY THE TOL ENGINEERING DEPARTMENT. IF IT CANNOT BE RE-USED, IT WILL BE REPLACED TO THE SEWER MAIN DURING NEW BUILDING CONSTRUCTION.
7. EXISTING WATER SERVICE: CONTRACTOR TO REMOVE THE EXISTING WATER SERVICE AT THE EXISTING 8" DIP MAIN AND TAP FOR NEW 4-IN SERVICE AT THE SAME TIME.
8. CONTRACTOR WILL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS, INCLUDING BUT NOT LIMITED TO THE OCCUPATIONAL SAFETY AND HEALTH ACT REQUIREMENTS.
9. SUMMIT CONSULTING GROUP IS NOT RESPONSIBLE FOR WORK COMPLETED WITHOUT THE SUPERVISION OF THE PROJECT ENGINEER OR AUTHORIZED AGENT.
10. SUMMIT CONSULTING GROUP IS NOT RESPONSIBLE FOR WORK NOT SPECIFIED IN THESE CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS.
11. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ANY EXISTING PUBLIC AND PRIVATE UTILITIES. EXISTING UTILITIES HAVE BEEN LOCATED ON THE PLANS USING THE BEST AVAILABLE INFORMATION AND THROUGH FIELD SURVEY. CALL 811 FOR LOCATES.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE CONFINEMENT OF THE WORK TO THE LIMITS SHOWN ON THE DRAWINGS. ANY ADJACENT AREAS THAT ARE DISTURBED WILL BE RESTORED TO THE ORIGINAL CONDITION AS DIRECTED BY THE ENGINEER OR GOVERNING BODY.
13. THE CONTRACTOR IS RESPONSIBLE FOR RESETTling ALL LAND MONUMENTS DISRUPTED BY CONSTRUCTION ACTIVITIES OR BY NEGLIGENCE ON THE PART OF CONTRACTOR.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS DISCOVERED WITHIN THE DRAWINGS AND SPECIFICATIONS PRIOR TO COMMENCEMENT OF THE WORK SHOWN.
15. SCHEDULE OF DEMOLITION ACTIVITIES:
 - 15.1. START AND FINISH:



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BUILDING FOUNDATION WALL PLAN & PROFILE
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STORMWATER DRAINAGE DETAILS
- BY OTHERS
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www.sccengineering.com • 207.413.4399
Jackson, WY 83002 • 2100 Wilson Road
Jackson, WY 83001

Civil & Geotechnical Engineering,
and Construction Administration
P.O. Box 68022 • 2100 Wilson Road
Jackson, WY 83001

TOWN OF JACKSON, WY
REDMOND PROPERTY
HOLDINGS LLC
110 REDMOND STREET
PROJECT TITLE:
PROPOSED DEMOLITION
SITE PLAN

REV: 1 FOR PERMIT
DATE: 5/1/26
BY: MS
DESCRIPTION:

SCALE:
1"=10'
PLAN: 80'x70'

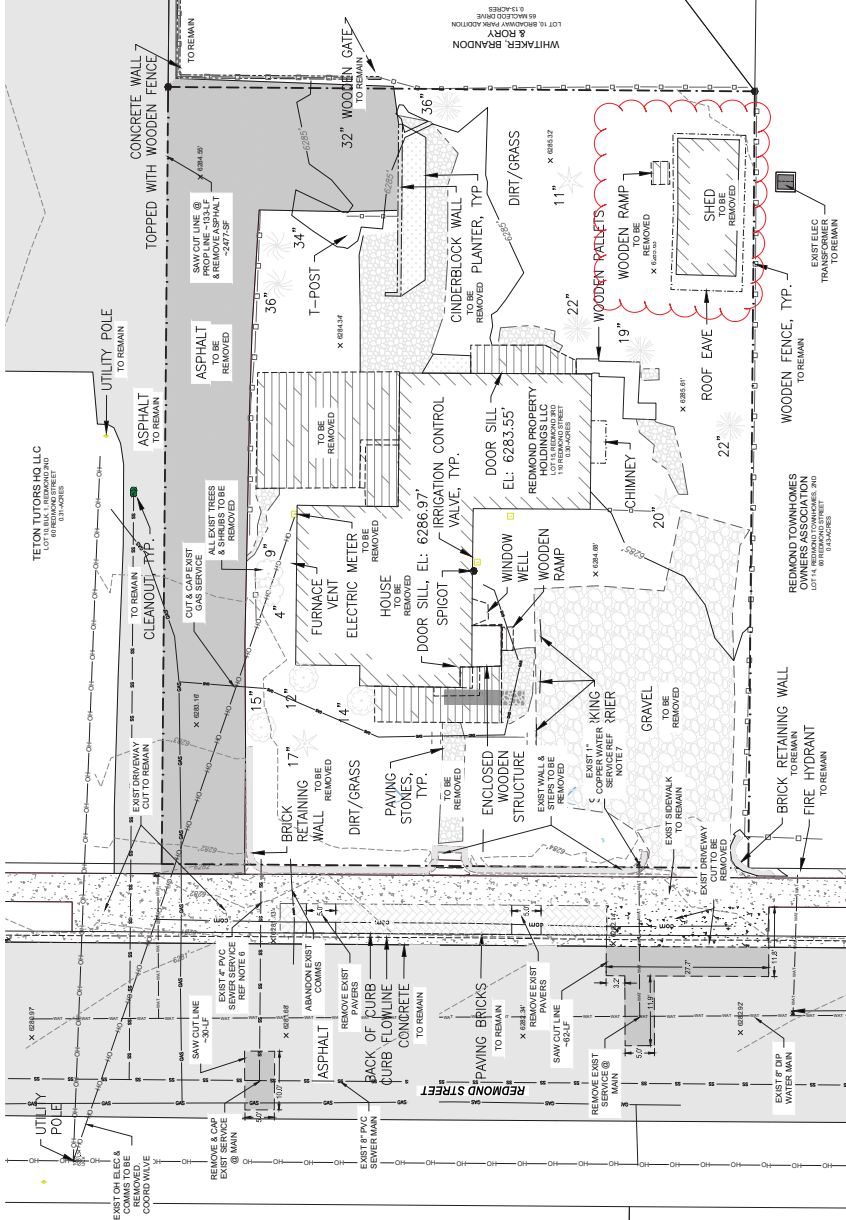
SHEET NO.
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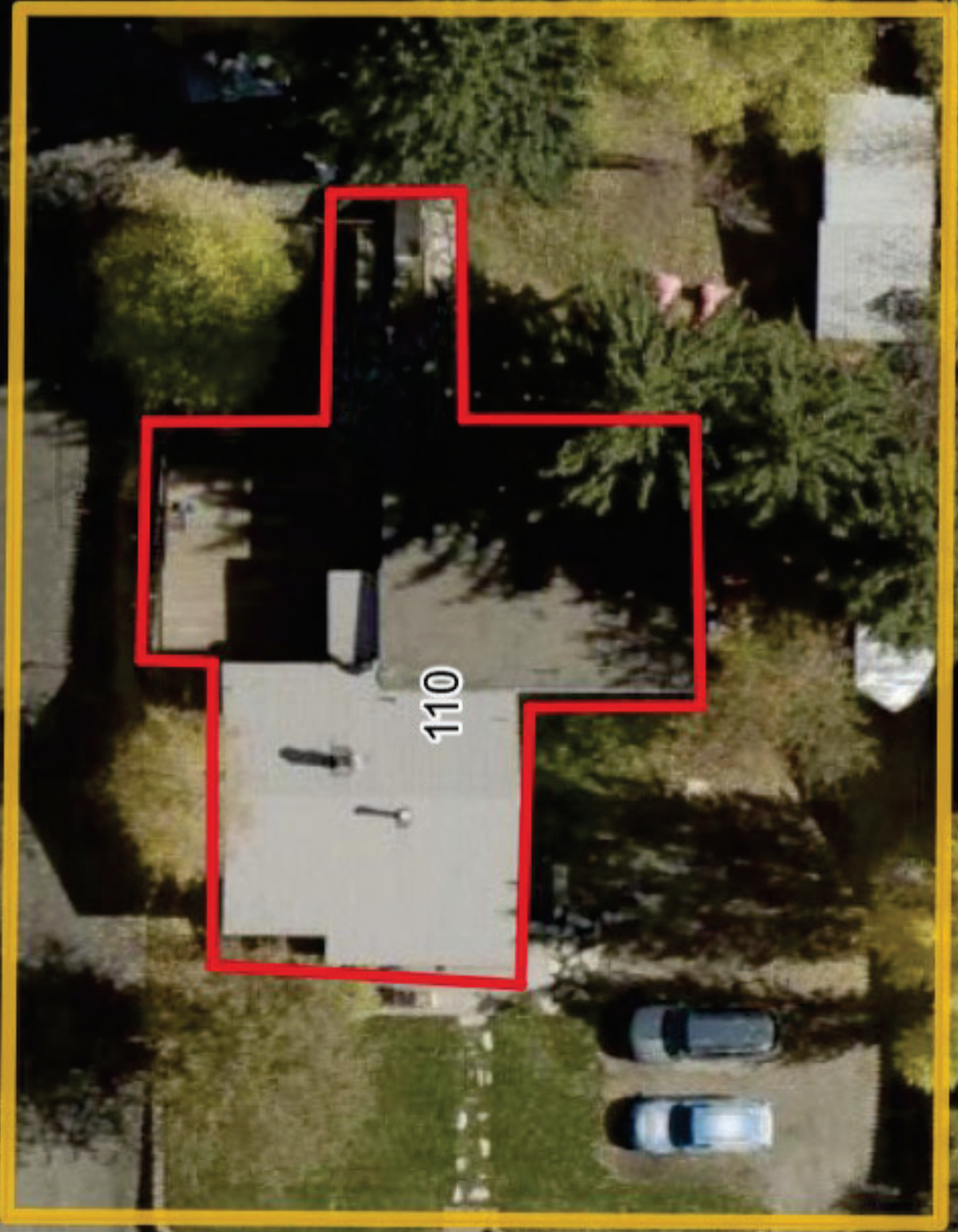
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STAFF REPORT



Meeting Date:	August 17, 2026	Meeting Title:	Regular
Submitting Department:	Joint Transportation	Presenter:	Charlotte Frei
Agenda Item:	Update on Parking Garage and Parking Action Plan	Public Comment:	Yes

Purpose or Policy Considerations.

The purpose of this item is for Council to decide whether to 1) change the garage pricing structure effective October 1, 2026, and 2) discontinue the pilot local pricing program that was in place November 19, 2025- April 16, 2026.

Recommendations.

Staff recommends Council approve a 'first 10 hours free' structure, followed by \$4 per hour, up to a maximum of \$20 per day, effective October 1, 2026.

Background.

In September 2025 and February 2026, Town Council directed staff to implement key actions from the Town's Parking and Mobility Management Plan. As part of the SKIDATA parking system implementation, Council also directed staff to evaluate the pilot pricing program after 9–12 months and return with recommendations. Since then, staff from Jackson Police, Planning, Public Works, External Affairs, and Joint Transportation have met regularly to coordinate parking management and to ensure that parking policies and programs are consistent with the Comprehensive Plan and the Integrated Transportation Plan (ITP). The pilot ran from November 2025 through April 2026 and included both a new automated payment system and a resident discount program for up to 100 verified Town of Jackson residents.

During evening meetings on November 3, 2025 and June 1, 2026, Council identified the parking garage's priority users as employees, visitors, and residents, while directing staff to discourage long-term vehicle storage by hotel guests and commercial operators, such as property managers, taxi operators, and Turo businesses. Council also emphasized that any changes should improve convenience for residents while providing a long-term solution. Staff believes the recommended "first 10 hours free" structure can remain in place for several years while the Town continues evaluating the overall parking system and implementing the broader 2019 & 2015 Parking Action Plan steps.

Throughout the pilot, staff also received public feedback on both the garage pricing and the broader Parking Action Plan. That feedback, together with the pilot data, informed the recommendation presented in this report.

Lessons from the Locals Pilot

The resident discount pilot confirmed strong demand for affordable overnight parking among local residents. However, it the program was significantly more complex to administer than anticipated. Staff spent significant time reviewing applications, verifying eligibility, conducting in-person appointments, and resolving questions about residency, commercial vehicles, seasonal residents, and shared households. All three types of commercial operators the program was designed to exclude, taxis, Turo operators, and property managers, attempted to enroll. Of the more than 100 applicants, 60 met eligibility criteria and received discount codes. Many of these individuals were residents of Jackson Street Apartments, but others from apartments as far as Flat Creek Drive, Mercill Avenue, Redmond Street, and beyond applied and used the program.

The pilot also raised difficult policy questions that extend beyond garage operations. Who counts as a local? Residents of temporary housing like Good Samaritan, individuals without bank accounts, undocumented workers, and others with limited ability to complete an application process may be least able to participate in a program that requires verifying eligibility as a 'local'. Determining who qualifies for a discount, including questions related to household size versus existing parking, seasonal residents, and residency requirements, is ultimately a policy decision that is better addressed

through a comprehensive parking management strategy than through a single garage program. Removing the eligibility process would mean commercial vehicle operators could more easily receive a code, and council specifically directed staff to deprioritize that group.

For these reasons, staff recommends replacing the resident discount program with a simpler pricing structure that 1) is available to everyone without enrollment, and 2) provides the first 10 hours free to all garage users.

Parking Action Plan

On September 15, 2025, staff presented an updated Parking Action Plan, building on the 2019 Downtown Parking and Mobility Management Plan. On February 17, 2026, staff returned with additional information for Council consideration. Table 1 below summarizes all items Council has acted on since September 2025 and their current status.

Public comment received via e-mail and in person has highlighted interest in more flexible long-term parking options downtown; opportunities for employee parking at Home Ranch; a desire for clearer advance communication about any changes to the parking program, and a future parking structure at Home Ranch, consistent with existing mobility hub recommendations. More recent public comment has also recognized that the Town pays to maintain the parking structure, whether via user fees or the general fund, and has asked whether the Town could provide free surface lots elsewhere for car storage.

Table 1. Staff Recommendations and Council’s Direction on Parking Items since September 15, 2025

Staff recommendation to implement, place on hold, or continue evaluation	Motion/Direction From Council and further information
Staff recommended to implement: • Consolidate Management of the Public Parking Supply • Convert Home Ranch to 3-Hour Parking, year round - COMPLETE • Develop Employee Parking Maps & Communication Program • Implement Overnight Paid Parking in the Parking Garage - COMPLETE • Initiate Regular Data Collection Program to Monitor Performance • Conduct Regular Mode Choice Survey • Daylighting of 20 feet at all intersections per state statute, updated as soon as practicable. • Add Additional On-Street ADA Stalls in Downtown through 2026 and 2027 • Initiate conceptual design for a mobility hub at Home Ranch (on hold pending funding, will be scoped as part of ITP update)	Council directed staff to implement. Significant progress has been made on all of these recommendations. Unless otherwise noted, all actions are in progress with support from Jackson PD and Town Public Works. Council’s workplan and calendar include time for staff to present a report in October 2026 on how the conversion to 3-hour parking at Home Ranch has affected utilization and turnover in and around Home Ranch. Unfortunately, the Town was not awarded the RTA grant for the design of a mobility hub at Home Ranch. However, staff will carry the concept of a mobility hub at Home Ranch into the Integrated Transportation Plan update process to better position the project for future funds.
Staff recommended placing the following action steps ‘on hold’ pending capacity and impacts from other recommendations: • Extend Enforcement Hours Until 7 pm • Explore Revised Winter Parking Restrictions	Council directed staff to place these items on hold pending implementation of higher-priority measures that may affect their relevance or effectiveness. The 3-hour zone is currently enforced from 9 a.m. to 6 p.m.
Staff recommended continuing to evaluate the following:	Council also directed staff to continue evaluating the following concepts after higher-priority measures are

Staff recommendation to implement, place on hold, or continue evaluation	Motion/Direction From Council and further information
- Invest in Real-Time Space Availability Technology- On- and Off-Street - Update Municipal Code to Require Drivers to Move at least One Block to Avoid a Time-Limit Citation - Stripe All On-Street Parking Stalls on Commercial Streets in Downtown	implemented, as some may become unnecessary or require modification depending on the outcomes of the 'implement' efforts. Earlier this year, staff issued a Request for Information to better understand smart parking management technology. Ten companies responded. Staff are reviewing systems that would allow users to scan a QR code, select a location, choose a stay length, and receive reminders before their time expires. These systems can be configured by location, time of day, and season, allowing flexible management over time and informing real-time space availability.
Staff did not present on residential parking more broadly within Town of Jackson limits. Residential parking impacts not only the downtown area but 'midtown' (between US-89 and Flat Creek Drive) and potentially West Jackson neighborhoods like Cottonwood.	Council added 'Residential Parking' to the PI list in 2025; staff have not been directed to write a scoping report.
Parklet Scoping Staff Report	On April 6, 2026, Council directed staff to write a scoping report and put a 'parklet discussion' on Council's agenda. The scoping report is scheduled for an October Council Meeting to coincide with reporting on how Summer 2026 performed with Home Ranch as a 3-hour lot.

Analysis & Key Questions.

The analysis below presents the data from the pilot period and explains how that data supports the recommended rate structure. The most important finding is simple: 75% of winter users stayed 11 hours or fewer. Under the recommended 'first 10 hours free' structure, those users would pay \$4 or less. The data and tables below provide the full picture behind that finding.

Use Among Locals and General Use since launching SKIDATA

Table 2 below summarizes garage occupancy and length-of-stay data from November 2025 through April 2026. We assume the numbers carry a ~10% margin of error due to system calibration during the initial months. Industry best practice targets 85% occupancy for parking supply, meaning an asset is well-used while space remains available. Before November 2025, the garage was regularly 99 to 100% occupied overnight. While the parking garage reached as high as 75% occupancy on a handful of occasions, Table 2 illustrates that 95% of the time the garage was 34% or less occupied overnight and 44% or less occupied during the day.

Table 2. Performance Metrics for November 19, 2025 – April 16, 2026, Winter

Occupancy Metric	Median (50 th)	75 th Percentile	85 th Percentile	95 th percentile
Overnight occupancy (midnight to 4 am)	20% of 270 spaces	25%	28%	34% occupied

Occupancy Metric	Median (50th%)	75th Percentile	85th Percentile	95th percentile
Daytime occupancy (4 am to 10 pm)	26%	33%	36%	44% occupied
Local Program Duration of Stay	14 hours	20 hours	37 hours	61 hours ¹
All Users ² Duration of Stay	5 hours	11 hours	14 hours	27 hours
Other performance metrics				
CSO time in garage, tickets written	Before SKIDATA system: 3 hours per day patrol, tickets were issued daily for overstays and camping. Writing and processing citations consumes significant time by municipal court and patrol officers. After SKIDATA system: length of stay can be enforced remotely (up to 30 days is permitted); only 4 tickets were written in Q1 2026, and all were for expired plates.			
Cleanliness	Staff reports the garage parking area is much cleaner since camping is deterred. In late June 2026, the contracted cleaning company went out of business, but staff were able to quickly contract with a new company which cleans the restrooms and elevator bank.			

1. Friday evening to Monday morning is approximately 60 hours, so this makes sense intuitively.
2. Includes locals

On-street parking is available on most town streets for up to 72 hours between April 16 - October 31 each year, so staff anticipated overnight garage use would decrease dramatically after April 15. Indeed, Table 3 demonstrates this is what occurred. Over the same period, daytime use increased, with turnover suggesting there are often more than 300 transactions per day. Practically, this means late-night employees or people attending nearby events in the late evenings could use the garage instead of streets. This also means the strategy is working to encourage turnover; the 'transactions under 10 minutes' captures potential police surveys as well as people who were not able to find a space and therefore left before 10 minutes elapsed, so we can be certain that on days where there were 300 or more transactions, a small number of those transactions were unsuccessful parking events.

Table 3. Performance Metrics since April 16, 2026 (Spring/Summer)

Occupancy Metric Since April 16, 2026	Median (50th%)	75th Percentile	85th Percentile	95th percentile
Daytime transactions for 279 spaces	173	266	308	369
Daily Transactions Under 10 minutes	7	10	12	16
Overnight occupancy (midnight to 4 am)	4% of 279 spaces	6%	6.5%	8%
All User's Duration of Stay	2.4 hours	5.4 hours	8.0 hours	11.5 hours

Current Garage Revenues and Expense

Net revenue (less transaction fees) between launch and July 26, 2026 is \$74,000. Between April 15 (when overnight parking on the street is available) and July 26, the garage generated \$20,900, suggesting some users still prefer the covered, semi-secured parking option. If that pattern continued year-round, the garage would generate approximately \$90,000-\$100,000 annually at current rates.

Third-party expenses for the garage range from \$87,000 - \$250,000 per year, depending on major capital improvements, such as a fire suppression system replacement in FY2027. These are expenses paid by the Town and do not include staff

time to manage the garage – which staff estimates as another 20-40 hours per week across all departments, or one half to one full-time employee (0.5-1 FTE).

Recommended Parking Garage Management Structure

Staff recommends a ‘first 10 hours free’ structure, followed by a \$4 per hour up to a maximum \$20 per day. Here is what that means in practice for Council's three priority user groups.

Employees working a standard shift, say 8 am to 6 pm, would park for 10 hours and pay nothing. An employee working a longer or late shift would pay \$4 for the eleventh hour. Table 4 below provides specific examples for each user type.

Visitors are more likely to find a space compared to prior winters, and the use patterns suggest a visitor may stay for 8 to 11 hours. **Residents** who use the garage for a single overnight stay, say 8 pm to 7 am, would park for 11 hours and pay \$4. This is the same amount the discount program charged local residents during the pilot. The difference is that no enrollment is required.

Hotel guests checking in at 4 pm and departing the next morning at 8 am would park for 16 hours and pay \$20, the same as the current overnight maximum. **Commercial operators** remain prohibited and subject to ticketing and towing. The free period does not change their ineligibility.

If utilization regularly exceeds 85% during peak periods, staff can reduce the free hours or adjust the hourly rate to manage demand without returning to Council for a policy decision.

Table 4. Example Use Cases

User Type	Possible Time Of Day	They would pay... compared to (pilot Locals' or current)
Local resident	Overnight from 8 pm to 7 am Overnight from Friday afternoon to Monday morning (61 hours)	\$4 for an 11-hour stay (pilot, if able to enroll: \$4 overnight; if not able to enroll: \$20) \$20 for hours 11-24, \$20 for hours 25-48, \$20 for hours 49-61 = \$60 (pilot, if able to enroll: \$12 for 3 consecutive nights; if not able to enroll: \$60)
Employee of downtown	Daytime 8:30-5:30 shift, park at 8 am and depart at 6 pm Evening restaurant/bartending shift: arrive at 4 pm and depart at 1 am	10 hours, \$0 (current: \$0 daytime stay) 9 hours, \$0 (current: \$5 for one hour in the paid period)
Commercial vehicle, Turo or Taxi [rules prohibit use of garage]	Varies – length of stay dependent on consumer demand	General public rate, and a fine when they are caught in violation of posted rules. (Pilot: multiple commercial operators applied for the program despite rules stating ineligibility)
Hotel guest	Check in at 4 pm, depart for activity at 8 am	16 hours, \$20 (current \$20 overnight stay)
Daytime wildlife tour participant or hiking group	Enter garage for tour/meet-up at 5:45 am, return at 4 pm	10 hours and 15 minutes, \$4, (current \$0)

Staff expect this structure will increase overall utilization while encouraging turnover; the recommended structure does not offer preferential treatment to any group. If utilization regularly exceeds 85% during the day or overnight, the number of free hours can be reduced and/or the hourly and maximum daily rates can be increased to meet the goal of 75-85% utilization.

If Council's objective is to increase convenience for overnight users without creating a resident enrollment program, extending the free period from 10 to 12 hours is a simple alternative. Unlike a resident discount, a longer free period applies equally to all users, requires no application process, eliminates administrative burden, and avoids questions about eligibility. Staff continues to recommend 10 hours because it best balances turnover and access and prioritizes three groups council discussed in November 2026: employees, visitors, and residents. Resident discounts could be explored in the future as part of a more comprehensive evaluation of the parking system, which is planned as part of the Integrated Transportation Plan update.

Key Policy Question #1: Does Council support converting to a first 10-hours free scheme?

Staff recommends implementing the 'first 10 hours free' structure beginning October 1, in order to allow sufficient time to advertise this change prior to winter 2026-2027. Staff recommends against offering a locals' discount program, given the workload required to enroll users and the burden on users to produce documentation. Rather, the first 10 hours free allows anyone access to overnight parking as needed, and then \$4 per hour after encourages turnover.

Key Policy Question #2: If Council wants to continue a locals' discount program, what parameters should govern that program?

Staff strongly recommends against continuing the resident discount program. The administrative burden is significant, the eligibility questions are genuinely difficult to answer fairly, and the enrollment process creates barriers for the residents most likely to need overnight parking assistance, including Good Samaritan guests, seasonal workers, and individuals without standard documentation. If Council nonetheless wishes to continue a discount program, staff would need specific direction on eligibility, limits, and documentation requirements before it could design a workable program.

Possible Alternatives.

1. The first alternative is to extend the free period from 10 to 12 hours rather than 10. This would provide additional convenience for overnight users, residents, employees working long shifts, and others, without requiring enrollment or eligibility verification. The tradeoff is that the longer free period also benefits hotel guests and commercial users the Town is trying to discourage, and it reduces the revenue generated from longer stays. Staff could support this alternative if Council believes 12 hours better serves its priority user groups, but staff recommends 10 hours as the better balance between access and turnover.
2. The second alternative is to direct staff to design and implement a resident discount program for the 2026-2027 winter season. Staff does not recommend this alternative. The pilot revealed that administering eligibility is time-consuming, inequitable in practice, and puts staff in difficult positions when investigating suspected commercial operators. If Council is committed to this path, staff would need specific direction on all eligibility parameters before a program could be designed. The third alternative is to maintain the current pricing structure, \$5 per hour from midnight to 4 am with a \$20 maximum, without changes. This would avoid a transition period and preserve the status quo, but it also maintains the administrative complexity of the resident discount program if Council wishes to continue it. Staff does not recommend this alternative given the pilot data showing the current structure is working adequately but that the recommended change would better serve Council's stated priorities."

Comprehensive Plan & Priority Alignment.

The recommended rate structure advances several Comprehensive Plan goals directly. The 'first 10 hours free' structure encourages turnover rather than long-term vehicle storage, which supports more efficient use of existing parking supply without building new facilities.

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

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

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

Policy 7.2.b: Discourage use of single-occupancy vehicles. ‘Unbundling’ parking from rent is a proven strategy to reduce car ownership and use.

Policy 7.2.c: Explore and pilot innovative transportation solutions.

Strategy 7.2.S.4: Reevaluate parking standards and other regulations that currently promote travel by single-occupancy motor vehicles.

Principle 8.1 Maintain Current, Coordinated Service Delivery: The Town and County will coordinate and collaborate with independent service providers to ensure desired life-safety, educational, social, recreational, and cultural service levels are maintained consistent with the community’s Common Values. Barriers to service delivery objectives will be identified, and the Town and County will budget sufficiently to meet desired service delivery objectives.

Strategy 8.1.S.1: Define desired service levels from government service providers that address all policies of Principle 8.1.

Staff notes one tension worth naming: the Comprehensive Plan supports discouraging single-occupancy vehicle use, but accessible garage pricing may make driving to destinations downtown more convenient for some users. Staff believes the recommended structure strikes the right balance, it does not subsidize long-term storage but also does not make parking so expensive that it displaces activity from the downtown core. TOJ communications since February 2026 have encouraged long-term users to use the garage instead of the 3-hour zone.

Fiscal Impact.

Annual garage revenue under the recommended structure is projected to fall between approximately \$70,000 — a conservative estimate based on current off-season patterns — and \$90,000, which is the FY2027 budget projection. **Annual** operating costs are approximately \$87,000, with an additional \$150,000 for periodic capital needs every 2-4 years. Staff hypothesizes that users will behave strategically to leave the garage before the free period ends, which is the purpose of having a ‘first 10 hours free’ scheme to stay below a target occupancy. While some users will relocate to avoid payment, others will pay for the convenience, as we’ve observed this summer.

Recent capital repairs exceeding \$140,000 each included chip seal of the upper deck (FY24-25) and replacement of the fire suppression system (FY26-27). The SKIDATA system (~\$10,000 per year) allows the Town to use a user-pays approach, where those who use the garage most help cover operating costs. Operating expenses include electricity, internet, water, insurance for the structure, cleaning, and others. Notably, the Town recently started charging for the EV charging stations, which provides some offset to the power costs of the garage.

Staff Impact.

Staff from Joint Transportation, Jackson PD, Town Public Works (Facilities, Streets), and Planning have spent hundreds of hours on the parking action plan and implementing these recommendations. Changing to a “first 10 hours free” parking system is expected to keep staff workload manageable while improving garage availability compared to conditions before the SKIDATA system was installed. Before November 2025, the garage was regularly 99–100% full overnight in winters, limiting availability for many users. Continuing to implement the recommendations from the 2019 and 2025 Parking Action Plans is expected to reduce the workload for the Police Department, Public Works, and Transportation staff while improving the customer experience. Enforcement, data collection, public communication, and parking management could all become more efficient as we carry out other steps in the action plan.

Attachments or Links.

June 1, 2026 staff report regarding Parking Garage (continued to August 17, 2026)

<https://jacksonwy.portal.civicclerk.com/event/2442/files/attachment/7655>

Feb 17, 2026 staff report regarding Parking Action Plan status update:

<https://jacksonwy.portal.civicclerk.com/event/2464/files/attachment/7331>

Nov 3, 2025 staff report regarding Millward/Simpson Garage payment structure:

<https://jacksonwy.portal.civicclerk.com/event/2230/files/attachment/7075>

Sept 15, 2025 staff report regarding 2025 Parking Action Plan:

<https://jacksonwy.portal.civicclerk.com/event/2267/files/attachment/6934>

Suggested Motion.

I move to direct staff to implement the following parking garage rate structure effective October 1, 2026:

- a. The first 10 hours free;
- b. \$4 per hour thereafter; and
- c. A maximum daily rate of \$20.

STAFF REPORT



Meeting Date:	August 17, 2026	Meeting Title:	Regular Meeting
Submitting Department:	Internal Services	Presenter:	Lynsey Lenamond
Agenda Item:	Resolution 26-18: A Resolution Providing Approval for FAA Grant to Rehabilitate South Taxiway A (Phase II – Construction)	Public Comment:	Yes

Purpose or Policy Considerations.

The purpose of this item is for Council to adopt Resolution 26-18, authorizing the Jackson Hole Airport Board to accept a Federal Aviation Administration Airport Improvement Program grant of up to \$36,300,000 for the rehabilitation of South Taxiway A at Jackson Hole Airport. The Town of Jackson is a co-sponsor of this grant, which requires Council approval. All financial obligations associated with this grant, including any non-federal share, are the responsibility of the Jackson Hole Airport Board.

Recommendations.

Staff recommend approval of Resolution 26-18 authorizing the Airport Board to accept the FAA grant. The grant supports critical safety infrastructure at Jackson Hole Airport, carries no direct financial obligation for the Town, and the Town Attorney has confirmed that the co-sponsor representations and assurances are consistent with prior grants of this type.

Background.

This FAA AIP Grant supports the construction work for South Taxiway A at Jackson Hole Airport (JAC). JAC has undertaken several related improvements over the past three years, primarily focused on the de-ice pad area, which included a rehabilitation of the northern portion of Taxiway A adjacent to the de-ice pad. This Project addresses the remaining southern portion of Taxiway A. Although these pavements have performed well beyond their intended design life, they have not undergone rehabilitation since 2001. A timely rehabilitation is essential to maintain the safety, reliability, and continued operation of these critical taxiways. Further delay in rehabilitation would accelerate pavement deterioration, increase future construction costs, and could create safety and FAA compliance concerns.

Analysis & Key Questions.

This grant includes the traditional terms, conditions, and assurances and the Town Attorney reviewed the grant agreement and confirmed that the co-sponsor representations are consistent with prior AIP and IIJA grants the Town has co-sponsored. As co-sponsor, the Town jointly adopts the representations and assurances in the grant, in plain language, the Town affirms alongside the Airport Board that the grant will be used as intended and that the airport will be maintained and operated appropriately.

Key Question #1: Does Council understand that the Town's co-sponsor role carries no direct financial obligation, and support adopting Resolution 26-18 to authorize the Airport Board to accept the FAA grant?

Possible Alternatives.

The first alternative is to not adopt Resolution 26-18, denying approval of the FAA Grant Agreement - The Airport Board cannot accept the grant in its current form. The design phase cannot proceed, the project is delayed, and the FAA grant offer may lapse.

The second alternative is request revisions to the FAA Grant Agreement - Staff notes that FAA Airport Improvement Program grant agreements are largely standard instruments and that revision requests may jeopardize the grant offer or its timing. Staff does not recommend this alternative.

The third alternative is to defer action. Staff notes that the grant offer may have a response deadline and requests that Council confirm any deferral timeline with Airport Board staff.

Comprehensive Plan & Priority Alignment.

Airport operations and upgrades to airport facilities are in direct alignment with Common Value 3, Quality of Life and more specifically, Principle 8.2 coordinating the provision of infrastructure and facilities needed for service delivery. The airport also has a direct correlation to a diverse and balanced economy as noted in Section 6 of Common Value 3.

Fiscal Impact.

The Town of Jackson has no direct financial obligation under this grant agreement. All costs associated with this grant, including any non-federal share, are the sole responsibility of the Jackson Hole Airport Board and will be funded through Airport Board resources.

Staff Impact.

The Clerk's office spent approximately 1 hour preparing meeting materials and the Town Attorney spent additional time providing legal analysis.

Attachments or Links.

Resolution 26-18
FAA Grant 3-56-0014-091-2026

Suggested Motion.

I move adoption of Resolution 26-18, and approval of FAA Airport Improvement Grant Agreement Number 3-56-0014-091-2026 in an amount not to exceed \$36,300,000.00.

**TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 26-18**

**A RESOLUTION PROVIDING APPROVAL FOR A GRANT TO
REHABILITATE SOUTH TAXIWAY A (PHASE II – CONSTRUCTION)**

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

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

WHEREAS, the Board has received a grant offer from FAA authorized under the Airport Improvement Program for Phase II – Construction of the South Taxiway A Rehabilitation Project, in the not-to-exceed amount of THIRTY-SIX MILLION THREE HUNDRED THOUSAND DOLLARS (\$36,300,000.00), and the Board desires to accept such grant; and

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

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept FAA Grant Number 3-56-0014-091-2026 in the not-to-exceed amount of THIRTY-SIX MILLION THREE HUNDRED THOUSAND DOLLARS (\$36,300,000.00), for Phase II – Construction of the South Taxiway A Rehabilitation project as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 17th day of August, 2026.

TOWN OF JACKSON, WYOMING

ATTEST:

Marisa N. Watsabaugh, Town Clerk	By: Arne O. Jorgensen, Mayor
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U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

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

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

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

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

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

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

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-091-2026 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

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

Steps You Must Take to Enter Into Agreement.

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

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

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

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

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

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

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

Sincerely,

{{Sig_es_:signer1: signature}}

Jesse A. Lyman
Manager, Denver Airports District Office

DRAFT



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

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

Airport/Planning Area Jackson Hole Airport

Airport Grant Number 3-56-0014-091-2026 [Contract No. DOT-FA26NM-XXXX]

Unique Entity Identifier KELEZHCKXHL6

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

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated July 30, 2026, for a grant of federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate South Taxiway A (About X% of Phase II - Construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024

(Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (93.75) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

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

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$XXXXXXX.

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

\$0 for planning

\$XXXXXXX for airport development or noise program implementation; and,

\$0 for land acquisition.

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

a. Period of Performance:

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

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

b. Budget Period:

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

c. Appropriation Period of Availability and Expenditure:

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

d. Close Out:

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

e. Termination:

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

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

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

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

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

- 5. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
- 7. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
- 8. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 15, 2026, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds and Mandatory Disclosure.**
- a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

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

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

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

21. Ban on Texting While Driving.

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

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

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

22. Trafficking in Persons.

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

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

- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated December 2013, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Co-Sponsor. The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

- 27. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 28. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 29. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 30. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
 - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 31. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;

- ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 32. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

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

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

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and

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

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

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:
 - i. The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - ii. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - iii. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - iv. Qualifications of engineering supervision and construction inspection personnel;
 - v. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - vi. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- a) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- b) Failure to provide a complete report as described above, or failure to perform such tests will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- c) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

36. Plans and Specifications Prior to Bidding. The sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

- 37. Grants Issued on Estimates.** The sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Rehabilitate South Taxiway A; and the parties agree that within **180** days from the date of acceptance of this Grant Offer, the sponsor will receive bids for Rehabilitate South Taxiway A within the project description, which is more fully described in the Project Application. If, after the sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000.00 or five percent, whichever is greater based on the actual bid prices received, the FAA can issue a letter to the sponsor unilaterally reducing the maximum obligation. The sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.
- 38. Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).
- 39. Buy American Executive Orders.** The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 40. Usable Unit of Development.** The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.
- 41. Construction Safety Phasing Plan.** In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

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

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

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

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

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

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

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

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

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

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

(Signature of Sponsor's Attorney)

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

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

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

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

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

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

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

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

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

(Title of Sponsor's Authorized Official)

Attested By:

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

(Signature of Sponsor's Attestation)

{{N_es_:signer5:fullname }}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer5:title }}

(Title of Sponsor's Attestation)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

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

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

(Signature of Sponsor's Attorney)

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

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

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

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

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

COUNTY OF TETON, WYOMING

(Name of Sponsor)

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

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer7:fullname}}

(Typed Name of Sponsor's Authorized Official)

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

(Title of Sponsor's Authorized Official)

Attested By:

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

(Signature of Sponsor's Attestation)

{{N_es_:signer8:fullname}}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:signer8:title}}

(Title of Sponsor's Attestation)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

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

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

(Signature of Sponsor's Attorney)

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

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

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

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

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

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

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

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

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

25. Airport Revenues.

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

26. Reports and Inspections.

It will:

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

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

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

30. Civil Rights.

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

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

- b. Applicability

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

- c. Duration.

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

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

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

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

- e. Required Contract Provisions.

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

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

31. Disposal of Land.

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

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

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

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

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of July 30, 2026.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

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

38. Hangar Construction.

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

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

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

STAFF REPORT



Meeting Date:	August 17, 2026	Meeting Title:	Regular
Submitting Department:	Building Department	Presenter:	Kelly Sluder Lea Colasuonno
Agenda Item:	Second Reading for Ordinance F to amend contractor licensing requirements (PM26-0018)	Public Comment:	Yes

Purpose or Policy Considerations

To approve at Second Reading, Ordinance F, to amend Title 15.36 Contractor Licensing to eliminate the Journeyman and Apprentice trade qualifications and to eliminate the current out-of-state reciprocity program.

Recommendations.

Staff recommend approval of Ordinance F at Second Reading.

Background

The Council approved these text amendments to Title 15.36 in the Town Municipal Code (PM26-018) at the August 3, 2026, Regular Council meeting.

The Council approved First Reading of Ordinance F at its August 3, 2026, Regular meeting.

Analysis & Key Questions.

No additional analysis is necessary because no additional changes to the amendment were made since the Council approved the change on August 3, 2026.

Key Question #1

All key questions were asked and answered as part of the Approval at First Reading on August 3, 2026.

Possible Alternatives.

The Council has the option to:

1. Modify the ordinances attached to this staff report; or
2. Not approve the ordinances attached to this staff report.

Comprehensive Plan & Priority Alignment.

The proposed amendments align with the following the Comprehensive Plan goals:

- Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service level. Approval of the requested changes will help ensure that the Building Department can continue to provide a high-level of customer service by removing unnecessary obligations and requirements within the contractor licensing program.
- Policy 8.1.c Innovate past barriers to service delivery goals: The requested changes are intended to find a creative solution to better match existing staff capacity with a rapidly changing and growing contractor labor market.

Fiscal Impact.

The removal of the Journeyman and Apprentice COQ requirements will result in the loss of revenue associated with those certifications. Staff estimate the loss to be approximately \$10,000 to \$15,000 annually.

Staff Impact.

The amount of staff time on this project is approximately 40 hours. In the long-term, the proposed amendments are expected to significantly reduce ongoing administrative workload associated with reviewing Certificates of Qualification and researching licensing equivalency among other jurisdictions. These efficiencies will allow Building Department staff

to devote additional time to permitting, plan review, inspections, code enforcement, and customer service without requiring additional staffing resources.

Attachments or Links.

Redline of Ordinance F

Suggested Motion.

I move to approve Ordinance F on Second Reading.

ORDINANCE F

AN ORDINANCE AMENDING CHAPTER 15.36, CONTRACTOR LICENSING, OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE TOWN OF JACKSON MUNICIPAL CODE.

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

SECTION I.

Section 15.36.020, Definitions, of Title 15, Buildings and Construction, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

15.36.020 Definitions.

As used in this title:

~~*Apprentice* means an individual who is learning a trade under the direct Supervision of a person qualified under the terms of this chapter to train an individual in that trade.~~

Certificate of Qualification . . .

Contractor . . .

~~*Journeyman* means an individual who, through proven experience and demonstrated knowledge, shows proficiency in their trade. Such an individual shall be qualified to work for a Licensed Contractor without direct Supervision.~~

License . . .

Master . . .

Principal Place of Residence . . .

Supervision means the continuous control of all work in progress as authorized by the ~~Journeyman or~~ Master.

(Ord. ____ § I, 2026; Ord. 1380 § I, 2024).

SECTION II.

Section 15.36.031, License and certification required, of Title 15, Buildings and Construction, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

15.36.031 License and certification required.

- A. It shall be unlawful for any person to undertake any of the types of work regulated by this Chapter within the Town without first obtaining ~~a~~any required License and/or Certificate of Qualification; in compliance~~ing~~ with the provisions of this Chapter.
- B. . . .

C. ...

(Ord. ____ § II, 2026; Ord. 1380 § I, 2024).

SECTION III.

Section 15.36.035, Applications—Initial and renewal, of Title 15, Buildings and Construction, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

15.36.035 Applications—Initial and renewal.

A. ...

B. ...

C. ...

D. ...

E. Applications, whether for a License or a Certificate of Qualification, shall be processed within 30 days of the receipt of a ~~_complete~~ application.

F. ...

G. Renewal of a Certificate of Qualification requires the applicant to either have i) completed ~~six eight~~ hours of educational seminar covering the adopted code for the applicable trade approved by the Building Official, or their designee, or ii) ~~provided a passed to~~ re-test through the ~~most current~~ ICC Trade Certification Program, ~~within 60 days of the renewal date~~.

(Ord. ____ § III, 2026; Ord. No. 1446, § I, 2025; Ord. 1380 § I, 2024).

SECTION IV.

Section 15.36.050, Certificates of Qualification, of Title 15, Buildings and Construction, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

15.36.050 Certificates of Qualification.

A. ...

B. ...

C. *Reciprocity.*

1. ...

2. *Reciprocity with jurisdictions outside of Wyoming. ~~Reciprocity may be granted pursuant to 15.36.030. The Town of Jackson will not extend reciprocity to Licenses and Certificates granted by jurisdictions outside Wyoming.~~*

D. ...

E. *Classifications*. There shall be the following only classes of certification is a and the holder shall be authorized to do the following: 1. ~~Masters~~ Certificate of Qualification. A This Certificate of Qualification shall be required and shall permit the holder thereof to be supervisor or Master for each of the trades in which they have been certified.

2. ~~Journeyman Certificate of Qualification~~. A Certificate of Qualification shall be required in the trades described in this chapter and shall entitle the individual to work only in the trade for which they are certified and classified. Such certificates shall permit the individual to work only under the authority of a certified Master or supervisor.

3. ~~Apprentice Certificate of Qualification~~. A Certificate of Qualification shall serve as a registration with the Town. Such certificate shall entitle the Apprentice to work under the direct Supervision of a Journeyman or Master within each respective classification. With the exception of general, building, and residential Contractors, no individual Journeyman or Master shall have more than four Apprentices under their direct Supervision.

F. *Classifications Type of certifications—experience required*. An application shall may be filed in accordance with the time periods listed below unless otherwise approved by the Building Official or their designee. A person may not apply to upgrade their certificate to the next higher classification until they have met the experience requirement or equivalent, as approved by the Building Official or their designee. Up to 50 percent credit may be given toward the experience period set forth below at the discretion of the Building Official, or their designee, for relevant equivalent education in the construction field. The applicant is responsible for providing proof to verify such experience. Applicants that are unable to provide adequate and appropriate experience or time in service will be issued the next lower classification regardless of the exam they passed.

1. ...

2. ...

3. ...

4. ...

5. *Plumbing Certification*. Master applicants shall have eight years' experience, four of which are in a supervisory position. Apprentices shall be able to verify four years of working actively in a training program or for a qualified plumbing Contractor prior to applying to advance to the Journeyman level. Journeyman shall be able to verify four years of working actively in a training program or for a qualified plumbing Contractor prior to applying to advance to the Master level.

6. *HVAC Certification*. Master applicants shall have eight years' experience, four of which are in a supervisory position. Apprentices shall be able to verify four years of working actively in a training program or for a qualified HVAC Contractor as an Apprentice prior to applying to advance to the Journeyman level. Journeyman shall be able to verify four years of working actively in a training program or for a qualified HVAC Contractor as a Journeyman prior to applying to advance to the Master level.

7. ...

8. ...

9. ...

10. ...

(Ord. ____ § IV, 2026; Ord. 1380 § I, 2024).

SECTION V.

Section 15.36.060, Exemptions, of Title 15, Buildings and Construction, of the Code of the Town of Jackson, Wyoming is hereby amended as follows:

15.36.060 Exemptions.

A. ...

1. ...

2. ...

3. ...

4. ...

~~5. *Individuals Under the Age of 18 Years Old.* Beginning on January 1, 2026, individuals under the age of 18 years old may work in the trades regulated by this Chapter without a Certificate of Qualification. Individuals must apply for and obtain the appropriate Certificate of Qualification card upon turning 18 years old and, after verification of work history, may be given up to 100 percent credit for the hours worked after January 1, 2026 while under the age of 18 years old.~~

(Ord. ____ § V, 2026; Ord. No. 1446, § IV, 10-20-2025).

SECTION VI

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

SECTION VII

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 VIII

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

SECTION IX

This Ordinance shall become effective upon 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:

_____, 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.

_____, Town Clerk

STAFF REPORT



Meeting Date:	August 17, 2026	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	First Reading Ordinances: Zoning Map and Text Amendments for Tiered Natural Resource Overlay (NRO), creek setbacks, wildlife friendly fencing, and retaining walls	Public Comment:	Yes

Purpose or Policy Considerations.

To approve, on First Reading, Ordinances H, I, J, K, L, M, and N, amending the Town of Jackson Official Zoning Map and Land Development Regulations related to the Tiered Natural Resource Overlay (NRO), creek setbacks, wildlife friendly fencing, and retaining walls.

Recommendation.

Staff recommend the Town Council approve the ordinances shown below:

- Ordinance H: Replace Section 5.2.1 with a new Section 5.2.1 specific to the Tiered NRO Standards;
- Ordinance I: Replace Section 8.2.2 Environmental Analysis with a new Section 8.2.2. Natural Resources Assessments process;
- Ordinance J: Amend Section 5.1.1 for Waterbody and Wetland Buffers;
- Ordinance K: Add a new Section 5.1.7 for Retaining Walls;
- Ordinance L: Add a small amendment to Section 5.1.2. for Wildlife Friendly Fencing consistency with the updated Tiered NRO Map; and
- Ordinance M: Amend Division 9.5 to add definitions for Crucial Range and Suitable Habitat
- Ordinance N: Amend the Natural Resources Overlay (NRO) within the Town of Jackson's official zoning map to a Tiered Natural Resources Overlay;

Background.

Staff presented the amendments shown above at the July 20, 2026, Regular Council meeting. The Town Council directed staff to schedule Ordinances H, I, J, K, L, M, and N for consideration at a future meeting.

Analysis & Key Policy Questions.

The key questions and analyses regarding introducing amendments to the LDR sections listed above were discussed, and resolved, by Council on July 20, 2026.

Possible Alternatives. The Council has the option to:

1. Modify the ordinances attached to this staff report; or
2. Not approve the ordinances attached to this staff report

Comprehensive Plan & Priority Alignment.

The proposed amendments implement the direction of the Joint Teton County and Town of Jackson Comprehensive Plan, specifically Principle 1.1 (Maintain healthy populations of all native species) and Policies 1.1.a (Protect focal species habitat based on relative critical value) and 1.1.b (Protect wildlife from the impacts of development). Together, these policies call for a tiered approach to protecting wildlife habitat and movement corridors based on their relative ecological value while balancing development and private property rights. The proposed Tiered Natural Resource Overlay (NRO) and associated Land Development Regulation amendments carry out this policy direction.

Fiscal Impact.

Staff do not anticipate any fiscal impacts from the proposed amendments. Future staff time will be required to develop and process additional amendments related to wildlife permeability and wildlife-friendly fencing regulations.

Staff Impact.

The Legal Department spent approximately ten hours drafting the Ordinances for this staff report.

Attachments.

Ordinances H, I, J, K, L, M, and N.

Suggested Motions.

I move to approve Ordinances H, I, J, K, L, M, and N on First Reading.

ORDINANCE H

AN ORDINANCE AMENDING ARTICLE 8, ADMINISTRATIVE PROCEDURES, DIVISION 8.2, COMMON PROCEDURAL STANDARDS, SECTION 8.2.2, ENVIRONMENTAL ANALYSIS, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Division 8.2.2 Environmental Analysis, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

8.2.2. ~~Environmental Analysis (EA).~~ Natural Resource Assessments.

- A. Purpose.** The purpose of an ~~Environmental Analysis (EA)~~ Natural Resource Assessment is to coordinate the application of all natural resource protection standards through identification of the natural resources on a site. ~~An EA review does not result in application approval, it results in recommended natural resource protections for an application.~~ The Natural Resources Assessment identifies the natural resources present on a property, including waterbodies, wetlands, terrestrial habitats, protected species, crucial habitat, wildlife movement corridors, existing or planned wildlife crossings, and provides recommended resource protections associated with a proposed use or development. The process implements the Comprehensive Plan by tailoring the level of assessment to the property's natural resource value, with higher levels of review for properties with greater natural resource value and lower levels of review for properties with fewer resources.
- B. Applicability.** ~~Unless exempted below, physical development, use, development options, and subdivision subject to Division 5.1, Division 5.2, or Section 7.1.2 shall complete an EA in accordance with the requirements of this section subject to Division 5.1, Division 5.2, or Section 7.1.2 shall complete an EA in accordance with the requirements of this section.~~ Unless specifically exempted, physical development, use, development options, and subdivision shall complete an Environmental Assessment. The level of natural resource assessment shall correspond with the tier for which the project is proposed (Mid or High).
1. **Exemptions.** The requirements of this Section shall apply to all lots of record, unless specifically exempted by Section 5.2.1.E.
- a. ~~Previous Approval.~~ Physical development, use, development options, and subdivision that has received approval in accordance with the LDRs.
- b. ~~Detached Dwelling.~~ Physical development of a detached dwelling if:
- ~~The proposed location is not within the NRO;~~
 - ~~It is the only dwelling unit on the lot of record, or the density on the site is less than or equal to one dwelling unit per 35 acres of base site area; and~~
 - ~~Compliance with all setback and buffer standards in Division 5.1 and Division 5.2 is demonstrated.~~

~~c. **Expansion.** Expansion of an existing building or the addition of an accessory structure within the impact area of the existing building.~~

~~d. **Conservation Easement.** Land subject to a conservation easement held by a formal land trust that has a mandate to protect conservation values, for which a rigorous review and study of the conservation values of the land has been performed as a basis for establishing the easement, if the applicant demonstrates that the review and study satisfies the objectives of the EA. In such instances the review and study completed for the conservation easement may be substituted for the EA.~~

~~e. **Other.** The Planning Director may waive the requirement for an EA if the development complies with the following:~~

~~i. The lot of record is outside the NRO and the application demonstrates compliance with all setback and buffer standards in Division 5.1 and Division 5.2; or~~

~~ii. The lot of record is in the NRO but is also in an area that has well documented habitat information where additional physical development, use, development options and subdivision is anticipated to have minimal additional negative impacts to animal species protected by Section 5.2.1 While an EA is not required for lands meeting this exemption, development on such lands shall still be subject to certain standards for development determined appropriate by the Planning Director or the Town Council.~~

~~C. **Professional Preparation.** An EA shall be prepared by an environmental professional with expertise in the subject of environmental sciences based on education, professional certifications, experience in the field, and their understating of these LDRs, the Jackson/Teton County Comprehensive Plan, and the goals and objectives thereof.~~

CD. Substantial Changes. When changes are made to the proposal after the Desktop Checklist or EA has been completed so that the accuracy of the environmental review is significantly compromised, the Planning Director may require that the applicant provide updated ~~analysis data~~ documentation to address the changes.

D. Adjustment to the Level of Natural Resources Assessment.

1. The level of natural resources assessment (checklist vs. EA) can be increased or decreased based on review and approval of the Planning Director.
2. The applicant or qualified agent may request an adjustment to the level of natural resources assessment. The adjustment must be based on a rationale related to concern for protecting the natural resources on the property. If a natural resource inventory demonstrates that a proposed development location is in the least impactful location, then a request may be made to change the assessment to a lower level of assessment.

E. Expiration.

1. A Desktop Checklist or EA that is completed three or more years before the submittal of the associated application shall not be considered current and shall not meet the requirements of this section.
2. ~~Notwithstanding the standard above, the Planning Director may require a wholly new or amended EA for EAs that are less than three years old if the standards or circumstances analyzed have been altered significantly. The Planning Director may require a wholly new or amended~~

Desktop Checklist or EA if the standards or circumstances analyzed have been altered significantly.

3. The Planning Director may extend the expiration date of an ~~EA Desktop Checklist or EA~~ beyond three years if:
 - a. No significant development has occurred in the vicinity of the proposed development that would significantly alter wildlife patterns or habitat; and
 - b. There have been no other significant changes that render the analysis and conclusions in the ~~EA Desktop Checklist or EA~~ outdated or inaccurate.

F. Assessment Levels

1. **Natural Resources Desktop Checklist.** A Natural Resources Desktop Checklist (Desktop Checklist) is required for Mid Tier projects prior to the submittal of a physical development permit.
 - a. **Documentation.** A Desktop Checklist shall detail the natural resources found on the property and those on neighboring properties for which development setbacks and resource protections apply. Documentation shall include:
 - i. Desktop Checklist inclusive of description of natural resources present, proposed impacts to natural resources and any supporting documentation; and
 - ii. Map showing natural resources, setbacks and proposed development; and
 - iii. If applicable, photo documentation of the site including any resources noted within the Desktop Checklist on the property and the proposed development.
 - b. **Preparation.** A Desktop Checklist may be prepared by the property owner, applicant, or their designated representative. The Desktop Checklist shall utilize the Town and County GIS MapServer and other publicly available information identified within the Desktop Checklist. A site visit by staff is not required unless deemed necessary by the Planning Director.
 - c. **Review Process.** All steps and deadlines in the following chart are required unless otherwise noted. An applicant shall complete each step before proceeding to the next step.

Desktop Checklist

	SUBMIT STUDY	DESKTOP CHECKLIST	1. See Sec. 8.2.2.C.1 for checklist submittal standards. See Sec. 5.1.1 & 5.2.1 to review the applicable standards.
	SUFFICIENCY DETERMINATION	Within 14 days of submittal	2. An application shall be declared sufficient prior to its review. See Section 8.2.5 for standards.
	YES		

	STAFF REVIEW	Within 14 days of sufficiency	3. Staff review is required. Staff will review the circumstances presented for compliance with these LDRs; such review shall verify the accuracy of the checklist.
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2. **Environmental Analysis (EA).** An EA inclusive of a site visit by a qualified environmental professional is required for High Tier Natural Resource Analysis. An EA is intended to demonstrate that the proposed development will avoid or minimize impacts to the highest value natural resources on the parcel to the greatest extent practicable.

a. **Documentation.** An EA will result in a thorough analysis of the natural resources found on the property. This analysis will be inclusive of neighboring properties if those properties include large stands or patches of habitat areas. Documentation submitted shall include:

- i. Site Visit. The natural resources EA shall include a site visit by the qualified environmental professional and result in the professionally prepared documentation detailed in the EA.
- ii. The EA report includes a description of the natural resources present, any proposed impacts to natural resources, relevant information detailing the condition of the ecological resources and ecological processes.
- iii. Maps showing location of natural resources, setbacks, and any proposed development and/or site disturbance including utilities and road or access improvements.
- iv. Photo documentation of major resources on the property and any proposed development and/or site disturbance areas including utilities and road or access improvements.
- v. Alternatives Analysis. In instances where multiple development scenarios could be considered in order to protect and avoid natural resources, an alternatives analysis may be conducted comparing development scenarios based on proposed impacts, fragmentation and natural resources affected. The Planning Director may require an alternatives analysis if there are multiple suitable development areas on the site. If an alternatives analysis is to be conducted, the qualified environmental professional shall first hold an alternatives analysis meeting with staff. The purpose of the meeting is to identify alternative site designs to be analyzed in the EA with the goal of minimizing impacts to the maximum extent.

b. **Preparation.** An EA shall be prepared by a qualified environmental professional. A qualified environmental professional is someone with expertise in the subject of environmental sciences in the field and their understanding of these LDRs, the Jackson/Teton County Comprehensive Plan, and the goals and objectives thereof. An environmental professional shall include at least one of the following:

- i. Certification. The environmental professional shall be certified as a Professional Wetland Scientist, Professional Ecologist, Wildlife Biologist, or Fisheries Biologist.
- ii. Education and Experience. The environmental professional shall have:
 - a) M.S., M.A. or equivalent degree in biology, botany, environmental studies, fisheries, soil science, wildlife, range management or a related field; or

- b) B.S., B.A. or equivalent degree in biology, botany, environmental studies, fisheries, soil science, wildlife, range management or a related field; and 2 years of related work experience; or
- c) 5 years of related work experience.

FG. Review Process. All steps and deadlines in the following chart are required unless ~~noted~~ otherwise noted. An applicant shall complete each step before proceeding to the next step.

Environmental Analysis (EA)

	EA PRE-APPLICATION CONFERENCE	Conference within 60 days of request; summary within 14 days of conference	1. The EA consultant shall have an EA pre-application conference with staff. The purpose of the EA pre-application conference is to complete the EA checklist. It shall not take place until the applicant can accurately represent the scale, type and location of the proposed development. The meeting shall be conducted pursuant to Section 8.2.1 .
	HABITAT INVENTORY AND DEVELOPMENT IMPACT ASSESSMENT		2. The habitat inventory and development impact assessment composed of the information identified in the EA checklist shall be submitted by the EA consultant. It is only after the Habitat Inventory and Development Impact Assessment for the proposed development have been reviewed by staff that alternative site designs can be accurately identified.
	ALTERNATIVES ANALYSIS MEETING		3. The EA consultant shall have an alternatives analysis meeting with staff. The purpose of the alternative analysis meeting is to identify alternative site designs to be analyzed in the EA.
***** NO *****	SUBMITTAL	Within 12 months of completion of pre-application conference summary	4. The EA consultant shall submit the full EA composed of the information identified in the EA checklist pursuant to Section 8.2.4 . When required, a habitat enhancement plan shall be submitted and reviewed with the physical development, use, or development option permit application. In the case of a Sketch Plan review, the habitat enhancement plan shall be conceptual, with a completed habitat enhancement plan submitted with a later physical development permit.
	SUFFICIENCY DETERMINATION	Within 14 days of submittal	5. Staff shall determine sufficiency of the EA submittal pursuant to Section 8.2.5 . Once the EA is determined sufficient, the physical development, use, or development option permit application may be submitted.
	YES		
	STAFF REVIEW AND RECOMMENDATION		6. Staff shall review the EA and make a recommendation to the Planning Director pursuant to Section 8.2.6 .
	PLANNING DIRECTOR RECOMMENDATION	Sketch Plan: recommendation within 60 days of sufficiency Other Permit: recommendation within 45 days of sufficiency	7. Based on the data and analyses contained in the EA, the Planning Director shall recommend a site design from the analyzed alternatives that best meets the applicable standards and objectives of Division 5.1 , Division 5.2 and the Jackson/Teton County Comprehensive Plan. This recommendation may combine elements from each of the alternative site designs. The Planning Director may also recommend conditions of approval for the project based on the content of the EA.

(Ord. ____ § I, 2026; Ord. 1165 § 1, 2017; Ord. 1197 § 1, 2018; [Ord. 1313 § 1, 2022](#); [Ord. 1366, § 1, 2024](#))

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION VI.

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

PASSED 1ST READING THE ____ DAY OF _____, 2026.

PASSED 2nd READING THE ____ DAY OF _____, 2026.

PASSED 3rd READING THE ____ DAY OF _____, 2026.

TOWN OF JACKSON

By: _____
Arne O. Jorgensen, Mayor

ATTEST:

By: _____
Marisa Watsabaugh, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2026.

ORDINANCE I

AN ORDINANCE AMENDING ARTICLE 5, PHYSICAL DEVELOPMENT STANDARDS APPLICABLE IN ALL ZONES, DIVISION 5.2, ENVIRONMENTAL STANDARDS APPLICABLE IN SPECIFIC AREAS, SECTION 5.2.1, NATURAL RESOURCES OVERLAY (NRO) STANDARDS, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Division 5.2.1, Natural Resources Overlay (NRO) Standards, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

5.2.1. Natural Resources Overlay (NRO) Standards.

- A. ~~**Purpose of the NRO.** The purpose of the Natural Resources Overlay (NRO) is to provide protection to the most important and sensitive natural areas throughout the Town and County that provide critical winter habitat and migration routes that are essential for survival of the elk, mule deer, moose, and trumpeter swans; nesting habitat that is essential to the survival of the bald eagle and trumpeter swan; spawning areas that are essential to the survival of the cutthroat trout; and the natural resources and bio-diversity that support wildlife populations. This is done through the establishment of the NRO, which protects these areas through standards, mitigation, and habitat enhancement.~~
- B. ~~**Establishment of the NRO.** There is hereby established the Natural Resources Overlay (NRO), which, in areas where it applies, shall overlay all zones established by these LDRs.~~
1. ~~**Included within the NRO.** Included within the NRO are:~~
 - a. ~~The migration routes and crucial winter ranges of elk;~~
 - b. ~~The migration routes and crucial winter ranges of mule deer;~~
 - c. ~~The crucial winter habitat of moose;~~
 - d. ~~The nesting areas and winter habitat of trumpeter swans;~~
 - e. ~~The spawning areas of cutthroat trout; and~~
 - f. ~~The nesting areas and crucial winter habitat of bald eagles.~~
 2. ~~**Map of the NRO/Site Specific Analysis Is Required.** The NRO shown on the Official Zoning Map identifies, on a general scale, the locations of those areas protected by the NRO. Its purpose is to place a landowner on notice that land may be within the NRO and to assist in the general administration of this section. A site-specific analysis of whether land is included within the NRO is required pursuant to Section 8.2.2.~~
 3. ~~**NRO Definitions.** The following definitions shall apply in the NRO.~~
 - a. ~~**Crucial Elk Migration Routes.** Crucial elk migration routes are the migration routes used by elk eight out of every ten years to migrate from summer ranges to winter ranges. Elk migration occurs over a few days or may span several weeks, depending upon the weather and other factors.~~
 - b. ~~**Crucial Elk Winter Range.** Crucial elk winter range generally consists of xeric and mesic sagebrush-grasslands, mixed shrub, mesic and xeric open grassland, and certain agricultural meadow types, that are used during winter months by elk eight out of every ten years. Crucial~~

winter ranges are essential to the survival of these animals during the critical periods of winter. Elk find food and/or cover on these sites during the most inclement and difficult winter weather conditions because of their physiographic and vegetative characteristics.

- c. — **Crucial Mule Deer Migration Routes.** Crucial mule deer migration routes are used by mule deer eight out of every ten years to migrate from summer ranges to winter ranges. Generally, mule deer migration routes remain constant over a general area, if there is no significant human disturbance. Although specific mule deer migration routes are less common than elk migration routes, a few very important routes have been identified as crucial to Teton County mule deer.
- d. — **Crucial Mule Deer Winter Range.** Crucial mule deer winter range generally consists of xeric and mesic sagebrush grasslands and mixed shrub types which are used during the crucial winter months by the mule deer eight out of every ten years. This crucial winter range is limited and occurs at low elevations where shrub scrub grassland habitat types are located. Crucial winter range is essential to the survival of mule deer. Mule deer find food and/or cover on those sites during the most inclement and difficult winter weather conditions because of their physiographic and vegetative characteristics.
- e. — **Crucial Moose Winter Habitat.** Crucial moose winter habitat includes primarily palustrine shrub willow and cottonwood, palustrine forested cottonwood, highly mesic forest cottonwood, and cottonwood/spruce, upland forest subalpine fir habitat types, and secondarily xeric and mesic sagebrush grasslands and mixed shrub types. These habitat types are used by moose during winter eight out of every ten years. Crucial winter habitat is essential to the survival of the moose. Moose find food and/or cover in these areas during the most inclement and difficult weather conditions because of their physiographic and vegetative characteristics.
- f. — **Trumpeter Swan Nest.** Trumpeter swan nest is a nest created by a trumpeter swan for the purpose of procreation and are generally found on islands or in extensive stands of emergent vegetation. The same nest site is often used repeatedly by a swan pair unless disturbance or other factors cause abandonment. A trumpeter swan nest is active when eggs have been laid in it or when a trumpeter swan is attempting to lay eggs in it. For the purposes of these LDRs, a known trumpeter swan nest shall be an active trumpeter swan nest. Important attributes of trumpeter swan nesting areas include: proximity to feeding areas which have early ice off and provide sufficient food for pre-nesting swan pairs; proximity to suitable nest building materials; availability and dispersion of feeding areas for cygnets 1—40 days old; and juxtaposition and interspersions of emergent vegetative cover relative to feeding areas (for concealment, escape, and as a buffer to human disturbance).
- g. — **Trumpeter Swan Winter Habitat.** Trumpeter swan winter habitat generally consists of water areas of palustrine aquatic bed and unconsolidated shore and bottoms, with soft, sub-surface substrates of greater than two inches in depth, winter water depths of less than 4.3 feet, watercourse channels of 50 feet or more, and banks with little or no shrubbery or tree cover and gradual slopes. These habitats attract trumpeter swans eight out of every ten years. Trumpeter swan winter habitat is essential to their survival during critical winter periods. Trumpeter swans find food and/or cover in these areas during the most inclement and difficult winter weather conditions due to their hydrologic and vegetative characteristics.
- h. — **Cutthroat Trout Spawning Areas.** Cutthroat trout spawning areas generally occur in well-oxygenated waters within palustrine and upper perennial unconsolidated shore and bottom habitat types. Preference is for cold, well-oxygenated, gravel-bottomed watercourses. Cutthroat trout build redds (gravel nests) to lay, incubate, and hatch their eggs in these areas. Redds are generally constructed in gravel substrate and range in size from 0.5—2.5 inches in diameter.

- i. ~~**Bald Eagle Nesting Areas.** Bald eagle nesting areas generally occur in uneven-aged, multi-storied stands of trees with old-growth attributes, where there are trees suitable for perching. These stands of trees are often located near waterbodies and watercourses which provide foraging opportunities. Nests are generally in one of the largest trees in the stand and in most instances are located so that the bald eagle is provided an unobstructed view of the surrounding area. Bald eagles frequently construct alternate nests within a breeding territory and may use these for nesting during other years. In the Teton County area, bald eagles select nest sites which provide maximum foraging opportunity. Generally, bald eagles return annually to nest in the same area. This is the result of a unique combination of environmental factors that make a specific nesting habitat best suited for reproduction.~~
- j. ~~**Bald Eagle Crucial Winter Habitat.** Bald eagle crucial winter habitat consists of the bald eagle nesting area, defined as the nest tree and its associated buffer and bald eagle perch and roost sites along the Snake River corridor.~~
- k. ~~**Bald Eagle Nest.** A bald eagle nest is a nest created by a bald eagle for the purpose of procreation. A pair of bald eagles may have more than one nest within its nesting territory. There are three types of bald eagle nests. An occupied nest is one in which evidence (such as fresh nest material, droppings, feathers, or prey remains in or below the nest, or the birds themselves) indicates that a pair of eagles is present. An active nest is an occupied nest in which eggs have been laid or young eagles are present, indicating that the mated pair are actively attempting to produce young. An inactive nest is one which occurs within the nesting territory but shows no evidence of occupation. For the purpose of these LDRs, a bald eagle nest is either an occupied nest, an active nest, or an inactive nest.~~

C. ~~**Findings for the NRO.**~~

- 1. ~~**General.** Teton County is internationally known for the abundant wildlife that results from the County's location in the Greater Yellowstone Ecosystem and its proximity to Grand Teton National Park, Yellowstone National Park, and the Bridger-Teton National Forest. Although all wildlife species are important, premier species with significant biological, ecological, economic, educational and aesthetic values to Teton County include elk, mule deer, moose, bald eagles, trumpeter swans, and cutthroat trout. These species and their respective habitats must be protected in order to assure their continued survival in Teton County.~~
- 2. ~~**Elk.**~~
 - a. ~~**General.** The elk, or "wapiti," is a large ungulate and a member of the deer family. Teton County supports one of the largest elk herds in North America (approximately 15,000 animals) and the presence of these animals attracts visitors from all over the world. A variety of consumptive and non-consumptive human activities center around the presence of elk in Teton County.~~
 - b. ~~**Elk Migrate between Summer Range and Winter Range.** Elk are known as grazers and rely primarily on grasses and some shrubs for forage. Because of their diet and the climate in Teton County, elk are migratory animals, moving between summer ranges and winter habitat.~~
 - c. ~~**Summer Range.** Elk summer ranges are extensive and occur primarily within the mountains around Teton County.~~
 - d. ~~**Migration Required in Winter.** When heavy snow accumulation occurs in the mountains, food availability is reduced within the elk's summer range, and they are forced to migrate to low elevation winter range. Migration from summer ranges to winter ranges occur over a few days or may span several weeks, depending upon the weather.~~

- e. ~~**Migration Routes Essential to Survival.** Generally, elk migration routes remain spatially constant without human disturbance and those in Teton County that have not been significantly impacted by development or hunting pressures continue to be used by elk. These migration routes are essential to the elk's survival, because without them elk cannot migrate to their winter ranges.~~
- f. ~~**Crucial Winter Ranges Essential to Survival.** Elk winter range is classified as either crucial or non-crucial. Crucial elk winter ranges generally consist of xeric and mesic sagebrush grasslands, mixed shrub, mesic and xeric open grassland, and certain agricultural meadow types that are used by the elk eight out of every ten years during winter months. Crucial winter ranges are essential to the survival of these animals. During the most inclement and difficult winter weather conditions elk find food and/or cover on these sites because of their physiographic and vegetative characteristics.~~
- g. ~~**National Elk Refuge State-Operated Feedgrounds Provide Some Crucial Winter Range.** A major portion of the Teton County elk herd winters on the National Elk Refuge (NER) and state-operated feedgrounds and these areas represent a portion of the crucial winter range available to elk. Because of the pressures the elk population is placing on these limited land areas, artificial feeding is necessary on all feedgrounds. Artificial feeding programs are not a perfect solution to providing crucial winter range to the elk; in fact, feedgrounds are believed to perpetuate the disease, brucellosis, which reduces the reproductive potential of this species.~~
- h. ~~**Native Crucial Winter Ranges.** In addition to the NER and state-operated feedgrounds there are native crucial elk winter ranges in Teton County. These naturally occurring winter ranges are also vitally important in maintaining the elk population in Teton County.~~
- i. ~~**Essential to Protect Crucial Winter Range.** In order to sustain elk populations at current levels, it is essential that all crucial elk winter ranges be maintained and protected; without their protection, elk could not survive the typically harsh winters common to Teton County.~~

3. ~~**Mule Deer.**~~

- a. ~~**General.** The mule deer is another large ungulate species native to Teton County. Teton County supports a relatively small population of mule deer in comparison to elk, but these animals are particularly obvious during the winter and are enjoyed by many valley residents and visitors.~~
- b. ~~**Mule Deer Migrate between Summer and Fall Habitat to Crucial Winter Range.** Mule deer are known as browsers, and rely on a variety of shrub and scrub trees for forage. Because of their diet, and the climate in Teton County and the Greater Yellowstone Ecosystem, mule deer are migratory animals, moving from summer and fall habitat to low elevation winter range. Mule deer winter ranges are classified as either crucial or non-crucial.~~
- c. ~~**Summer Range.** Mule deer summer range is widely distributed throughout Teton County in both lowland and upland areas, but primarily occurs on public lands in the mountains which surround the valley.~~
- d. ~~**Migration to Winter Range.** Heavy snow accumulation on summer ranges reduces food availability and forces mule deer to migrate to low elevation winter range. Non-crucial winter ranges are used first by mule deer until environmental conditions cause deer to move to crucial winter range.~~
- e. ~~**Migration Routes Essential to Survival.** Although mule deer rely less on traditionally used migration routes than elk, they do use the same general route while moving to and from winter ranges and between crucial and non-crucial winter ranges. These "movement corridors," which~~

allow unencumbered access to both crucial and non-crucial winter range, are essential to the survival of Teton County mule deer and are classified as crucial migration routes.

- f. **Crucial Winter Range Essential to Survival.** Crucial mule deer winter range is limited and occurs at low elevations where shrub scrub-grassland habitat types are located. Crucial mule deer winter range generally consists of xeric and mesic sagebrush-grasslands and mixed shrub types that mule deer use during the crucial winter months eight out of every ten years. Crucial winter range is essential to the survival of these animals. Mule deer find food and/or cover on these sites during the most inclement and difficult winter weather conditions because of their physiographic and vegetative characteristics.
- g. **Location of Crucial Winter Range.** Primary crucial winter range for mule deer in Teton County is generally confined to five areas: (1) the Gros Ventre Buttes (East and West); (2) the west slopes along WY Highway 26, 89, 189 above and to the east of South Park; (3) the Hoback Canyon; (4) the Snake River Canyon; and (5) Miller Butte and the slopes east and west of the National Elk Refuge. In addition, some mule deer are known to irregularly winter within the Snake River riparian zone, depending on the severity of the winter and/or the availability of artificial foods intentionally or unintentionally provided by humans.
- h. **Essential to Protect Crucial Winter Range.** It is essential that crucial mule deer winter ranges be maintained and protected, because without it, mule deer could not survive the harsh, energy-demanding winters of Teton County.

4. **Moose.**

- a. **General.** The shiras moose is an ungulate and the largest member of the deer family. Estimates suggest that the moose population in Teton County may number as many as 2,300 animals.
- b. **Widely Distributed in Teton County During Summer.** Moose are known as browsers and rely on a variety of woody plant species for forage. Since their arrival, the moose population has inhabited Teton County on a year-round basis. During summer months, moose are widely distributed in Teton County and exploit a wide range of habitat types found at both low and high elevations.
- c. **Winter Reduces Food Availability on High Elevation Summer Habitats.** As winter approaches, heavy snow accumulation in high elevation summer range severely reduces food availability, forcing nearly all moose to move to lower elevation winter range. During winter, the Teton County moose population is confined primarily to riparian areas within the valley, low elevation sub-alpine fir forests, and some shrub-land habitat types.
- d. **Crucial Winter Habitat Essential to Survival.** Moose winter habitat is classified as either crucial or non-crucial. The crucial winter habitat includes primarily palustrine shrub willow and cottonwood, palustrine forested cottonwood, highly mesic forest cottonwood and cottonwood/spruce, upland forest-subalpine fir habitat types, and secondarily xeric and mesic sagebrush-grasslands and mixed shrub types. Moose use these crucial winter habitats eight out of every ten years during winter months and these habitats are essential to their survival. Moose find food and/or cover in these areas during the most inclement and difficult weather conditions because of their physiographic and vegetative characteristics.
- e. **Essential to Protect Crucial Winter Habitat.** In order to maintain the Teton County moose population at current levels, it is essential that crucial winter habitat be protected; without it, moose could not survive the harsh Teton County winters.

5. **Trumpeter Swans.**

- a. ~~**General.** The trumpeter swan is the largest species of waterfowl in the world. Its pure white coloration makes it a truly striking bird to observe whether in flight or on the water.~~
- b. ~~**Species Close to Extinction in Early 1900's.** The historic commercial swan skin trade, sport hunting, and habitat loss nearly drove the trumpeter swan to extinction in the early 1900's. Although a few remnant populations persisted, including one in the Greater Yellowstone Ecosystem (of which Teton County is a part), the large-scale slaughter of these birds resulted in the disruption of traditional migration patterns.~~
- c. ~~**Federal and State Recognition.** Due to their low reproductive potential and continued threats to nesting and winter habitat, trumpeter swans are a Threatened Species under the Federal Endangered Species Act. The Wyoming Game and Fish Department presently classifies trumpeter swans as a "Priority 1 non game management species," a designation given to species which are vulnerable to extirpation or significant population declines in Wyoming. Recent estimates indicate that less than 10,000 trumpeter swans reside in North America.~~
- d. ~~**Teton County Part of Largest Breeding Area in Contiguous U.S.** The Greater Yellowstone Ecosystem is home for the Tri-state subpopulation of trumpeter swans. It is the largest breeding area for trumpeter swans in the lower 48 states. Teton County is part of this Tri-state area (which includes Wyoming, Montana, and Idaho).~~
- e. ~~**Present Population in Teton County.** The present trumpeter swan flock found wintering in the Teton County area totals approximately 215 birds.~~
- f. ~~**Population Breeds and Winters in Teton County.** In spite of the harsh winter conditions, trumpeter swans which breed in Teton County also winter here, apparently because they have lost the knowledge of traditional migration routes to more hospitable wintering areas.~~
- g. ~~**Viable Maintenance Requires Protection of Nesting Areas and Winter Habitat.** Protection of nesting areas and winter habitat is critical to the viable maintenance of the trumpeter swan population.~~
- h. ~~**Breeding Territories in Teton County.** Thirty-one breeding territories have been identified in Teton County, but not all of these territories are used every year. In fact, the Teton County breeding pairs constitute the largest number of nesting pairs documented in the Greater Yellowstone Ecosystem since detailed records were first kept in 1981.~~
- i. ~~**Nesting Area Most Critical to Breeding.** The most critical portion of the breeding territory to the trumpeter swan is the nesting area.~~
- j. ~~**Nesting Areas.** Generally, trumpeter swans build their nests on islands or in extensive stands of emergent vegetation. The same nest site is often used repeatedly by a swan pair unless disturbance or other factors cause abandonment. Important attributes of trumpeter swan nesting areas include: proximity to feeding areas which have early ice off and provide sufficient food for pre-nesting swan pairs; proximity to suitable nest building materials; availability and dispersion of feeding areas for cygnets 1-40 days old; and juxtaposition and interspersed of emergent vegetative cover relative to feeding areas (for concealment, escape, and as a buffer to human disturbance).~~
- k. ~~**Essential to Protect Nest Areas.** For the viable maintenance of the trumpeter swan population, it is essential that the trumpeter swan nesting areas be protected, because without its maintenance the trumpeter swan would not be able to procreate and survive.~~
- l. ~~**Winter Swan Habitat.** Because the trumpeter swan does not migrate from Teton County during winter, as waterfowl normally do, maintenance of its winter habitat is also crucial to its survival. Trumpeter swans, like other waterfowl species, require rooted aquatic vegetation for food. This~~

vegetation grows in soft sediment along shallow stream and creek bottoms and in shallow ponds and lakes. During winter, not all aquatic features are available to trumpeter swans due to surface freezing. This limits the amount of winter habitat available to trumpeter swans. This, in combination with competition for food with other swans and waterfowl species, makes winter a very critical time for trumpeter swans.

- m. ~~**Trumpeter Swan Winter Habitat.**~~ Trumpeter swan winter habitat generally consists of water areas of palustrine aquatic bed and unconsolidated shore and bottoms, with soft, sub-surface substrates of greater than two inches in depth, winter water depths of less than 4.3 feet, watercourse channels of 50 feet or more, banks with little or no shrubbery or tree cover and gradual slopes, which trumpeter swans use during the crucial winter months eight out of every ten years. Trumpeter swan winter habitat is essential to the survival of the animal during the critical periods of winter because the swan finds food and/or cover in these areas during the most inclement and difficult winter weather conditions due to the habitat their hydrologic and vegetative characteristics.
- n. ~~**Essential to Protect Trumpeter Swan Winter Habitat.**~~ For the viable maintenance of the trumpeter swan population, it is essential that the trumpeter swan winter habitat be maintained and protected, because without its maintenance the trumpeter swan would not survive the critical periods of winter.

6. ~~**Cutthroat Trout.**~~

- a. ~~**General.**~~ The Snake River fine-spotted cutthroat trout (hereinafter "cutthroat trout") is indigenous to Teton County. It only inhabits the upper reaches of the Snake River in Wyoming and extreme eastern Idaho, Jackson Lake, and the Palisades Reservoir.
- b. ~~**Economic Importance.**~~ The cutthroat trout is a sport fish which attracts many fishermen to Teton County. Without a healthy cutthroat trout population, the County would lose significant tourist dollars.
- c. ~~**Development Has Affected Trout.**~~ In earlier times, it was relatively easy to maintain a strong and viable population of cutthroat trout because suitable spawning and nursery habitat could be found in most of the valley's spring creeks. Today, however, this is not the case because of the construction and maintenance of flood control levees along the Snake River, and concomitant water quality impacts caused by ranching, irrigation, and other agricultural practices have degraded this spawning habitat.
- d. ~~**Cutthroat Trout Spawning Area Limited.**~~ Today, cutthroat trout spawning in Teton County is confined to small sections of a few spring-fed creeks flowing into the Snake River.
- e. ~~**Cutthroat Trout Spawning Areas.**~~ The cutthroat trout spawning sites generally fall within areas of palustrine unconsolidated shore and bottoms and upper perennial unconsolidated shore and bottoms. Preference is for cold, well-oxygenated, gravel-bottomed watercourses. In these areas, cutthroat trout build redds (gravel nests) to lay, incubate, and hatch their eggs. Redds are generally constructed in gravel substrate which ranges in size from 0.5—2.5 inches in diameter.
- f. ~~**Spawning, Hatching, and Nursery.**~~ Cutthroat trout typically enter spring creeks between March and April with the spawning occurring between March and June, depending upon the location. Fry emerge throughout late spring and early summer, and reside in the creeks throughout their first year.
- g. ~~**Essential Spawning Area Be Protected.**~~ It is critical that these spawning areas be protected in order to maintain a viable population of cutthroat trout.

7. ~~**Bald Eagle.**~~

- a. ~~**General.** The bald eagle is part of a group of "fish eagles" distributed throughout the world. The contrasting black, white, and yellow coloration of this raptor is visually striking. An Act of Congress in 1782 officially adopted the bald eagle as the symbol of the United States, representing freedom, strength, and beauty. Although individual eagles are truly powerful and impressive birds, the species as a whole is very sensitive and susceptible to disturbance.~~
- b. ~~**Federal Recognition.** Once listed as a federally endangered species, bald eagle populations have rebounded from the brink of extinction. Although populations have steadied, the federal government continues to protect the bald eagle under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.~~
- c. ~~**Bald Eagle Population in GYE Is One of Most Important.** The bald eagle population residing in the Greater Yellowstone Ecosystem (of which Teton County is a part) is one of the most important bald eagle breeding populations in the United States.~~
- d. ~~**Survival of Bald Eagles.** The survival of bald eagles depends, in part, on the availability of suitable habitat, the abundance of food, and reproductive success (which is closely linked to the availability of forage and the lack of disturbance).~~
- e. ~~**Important to Protect Bald Eagle Nesting Areas.** Because bald eagles are sensitive to human development and activity, especially during time of breeding and nesting, it is essential to protect bald eagle nesting areas to ensure the animal's survival.~~
- f. ~~**Bald Eagle Nest Area.** Generally, bald eagle nesting areas occur in uneven aged, multi-storied stands of trees with old growth attributes, where there are trees suitable for perching. These stands of trees are generally located near watercourses and waterbodies which provide foraging opportunities. Nests are generally in one of the largest trees in a given stand and, in most instances, are located so that the bird is provided an unobstructed view of the surrounding area. Bald eagles frequently construct alternate nests within a breeding territory and may use these for nesting during other years. In the Teton County area, bald eagles select nest sites which provide maximum foraging opportunity. Generally, bald eagles return annually to nest in the same area. This is the result of a unique combination of environmental factors that make a specific nest area best suited for reproduction.~~
- g. ~~**Crucial Nesting Habitat Essential to Survival.** The Snake River floodplain between Moose and Palisades Reservoir and its associated riparian zone represents crucial nesting habitat for the bald eagle. It is crucial to the survival of bald eagles in Teton County that this habitat be protected from the impacts of development. The loss of this habitat would profoundly impact and detrimentally modify the behavior patterns of bald eagles, including their feeding, breeding, and reproductive capabilities.~~
- h. ~~**Spring, Summer, and Fall Habitat Occurs in Riparian Areas.** During spring, summer, and fall, bald eagles forage primarily in riparian areas for fish, waterfowl, and other prey items.~~
- i. ~~**Winter Habitat Is Important.** During winter, heavy snow accumulation and freezing water surfaces reduces the availability of spring, summer, and fall habitat. At these times, bald eagles forage on wild ungulate and livestock carrion, supplemented by fish and waterfowl carcasses. Ungulate carrion is readily available but sparsely distributed on ungulate winter ranges, meaning that in addition to its nesting habitat, the crucial ungulate winter ranges also become critical to the bald eagle's survival.~~
- j. ~~**Additional Crucial Winter Habitat Essential to Survival.** It is vital that bald eagle crucial winter habitat be protected to ensure the survival of this species in Teton County.~~

D. **Applicability of NRO Standards.** In addition to all other standards required by these LDRs, all physical development, use, development options and subdivision within the NRO shall comply with all standards of this section, unless exempted below. Demonstration of compliance with the standards of this section shall come from a qualified professional, even if an EA is exempt.

1. **Alterations and Additions.** Structural alterations and additions to existing structures shall be exempt from the standards of this section.
2. **Land in Conservation Easement.** Land protected by a conservation easement where proposed development density is one house per 70 acres or less and the total acreage subject to the easement is 320 acres or more, shall be exempt from the standards of this section, except that subsections F.4 and F.6, shall apply.

E. **Impacting the NRO.** The base site area shall not be reduced because a portion of the lot of record is in the NRO. When conflicts exist between the NRO and SRO, the standards of this section shall have priority and be achieved to the maximum extent practical. The requirements of Section 5.3.2. shall receive second priority. Where densities/intensities permitted cannot be achieved by locating development outside of the NRO, then lands protected by the NRO may be impacted pursuant to the standards of this Subsection.

1. **Minimizes Wildlife Impact.** The location of the proposed development shall minimize impacts on the areas protected (e.g., crucial migration routes, crucial winter range, nesting areas). For the purposes of this standard, "minimize" is defined as locating development to avoid higher quality habitats or vegetative cover types for lesser quality habitats or vegetative cover types. Only when avoidance is not practicable due to significant topographical constraints related to the property, may higher quality habitats or vegetative cover types be impacted.
2. **Habitat Enhancement.** The developer provides mitigation and habitat enhancement for the land impacted, either on-site or off-site, on a basis of two acres of mitigation/habitat enhancement for every one acre of land impact. This shall be completed pursuant to a mitigation/enhancement plan, which includes a monitoring program.

F. **Crucial Habitat Protection Standards.**

1. **Elk.**

- a. **Crucial Elk Migration Routes.** No physical development, use, development option, or subdivision shall occur within crucial elk migration routes, unless the applicant can demonstrate that it can be located in such a way that it will not detrimentally affect the ability of elk to migrate from their summer ranges to their crucial winter ranges.
- b. **Crucial Elk Winter Range.** No physical development, use, development option, or subdivision shall occur on crucial elk winter range, unless the applicant can demonstrate that it can be located in such a way that it will not detrimentally affect the food supply and/or cover provided by the crucial winter range to the elk, or detrimentally affect the potential for survival of the elk using the crucial winter range.

2. **Mule Deer.**

- a. **Crucial Mule Deer Migration Routes.** No physical development, use, development option, or subdivision shall occur within crucial mule deer migration routes, unless the applicant can demonstrate that it can be located within the mule deer migration route in such a way that it will not detrimentally affect the ability of mule deer to migrate from their summer ranges to their crucial winter ranges.
- b. **Crucial Mule Deer Winter Range.** No physical development, use, development option, or subdivision shall occur on crucial mule deer winter range, unless the applicant can demonstrate that it can be located within the mule deer crucial winter range in such a way that it will not

detrimentally affect the food supply and/or cover provided by the crucial winter range to the mule deer, or detrimentally affect the potential for survival of the mule deer using the crucial winter range.

- 3.—**Crucial Moose Winter Habitat.** No physical development, use, development option, or subdivision shall occur within crucial moose winter habitat, unless the applicant can demonstrate that it can be located within the moose crucial winter habitat in such a way that it will not detrimentally affect the food supply and/or cover provided by the crucial winter habitat to the moose, or detrimentally affect the potential for survival of the moose using the crucial winter habitat.

4.—**Trumpeter Swan:**

- a.—**Trumpeter Swan.** Notwithstanding the boundaries of the NRO, no physical development, use, development option, or subdivision shall occur within a radius of 300 feet of a trumpeter swan nest.
- b.—**Trumpeter Swan Winter Habitat.** No physical development, use, development option, or subdivision shall occur within trumpeter swan winter habitat, unless the applicant can demonstrate that it can be located within the trumpeter swan winter habitat in such a way that it will not detrimentally affect the food supply and/or cover provided by the winter habitat to the trumpeter swan, or detrimentally affect the potential for survival of the trumpeter swan using the trumpeter swan winter habitat.

- 5.—**Cutthroat Trout Spawning Areas.** Notwithstanding the boundaries of the NRO, no physical development, use, development option, or subdivision shall occur within 150 feet of cutthroat trout spawning areas, unless the applicant can demonstrate that it will cause no run off into the stream and have no detrimental effect on the water quality of the stream where the cutthroat trout spawning area is located, and cause no disturbance which would have a detrimental impact on the spawning, incubation, hatching, or rearing of cutthroat trout.

6.—**Bald Eagle:**

- a.—**Bald Eagle Nest Area.** Notwithstanding the boundaries of the NRO, no physical development, use, development option, or subdivision shall occur within a radius of 660 feet of a standing/occupied, active or inactive nest. This setback/buffer may be administratively varied by the Planning Director under the following circumstances:
 - i.—**Temporary Activities.** Temporary activities (including but not limited to, the use of loud machinery, temporary gravel extraction, grading, wildland/urban interface mitigation, habitat enhancement, and on-going agricultural activities) outside of the nesting period, defined as February 1 through August 15 or as determined by the Wyoming Game and Fish Department, may be permitted within the setback/buffer. If the temporary activity requires removal of vegetation, roost trees, nest trees or screening trees, which shield the line of site to the nest, they shall be identified by a qualified wildlife biologist prior to initiating activity and preserved.
 - ii.—**Nest Not Visible.** Where the nest would not be visible from the proposed physical development, use, development option, or subdivision, it may be permitted within the setback/buffer under the following circumstances:
 - a).—If it can be demonstrated that locating the physical development, use, development option, or subdivision outside of the 660 foot setback/buffer is not practical, then the setback may be reduced to no less than 330 feet.
 - b).—If the proposed physical development, use, development option, or subdivision is an alteration, expansion or addition, the proposed development may be

within the 660 foot setback/buffer but no closer than the existing physical development, use, development option, or subdivision to be altered, expanded or added to.

c).—When the 660 foot setback/buffer is reduced, the following standards shall apply:

1).—Residential and nonresidential lots of record within the 660 foot setback/buffer shall not be increased.

2).—The proposed physical development, use, development option, or subdivision shall be conducted outside the bald eagle nesting period defined as February 1 through August 15 or as determined by the Wyoming Game and Fish Department.

iii.—**Nest Visible.** Where the nest would be visible from the proposed physical development, use, development option, or subdivision, development within the setback/buffer may be permitted if the following standards are met:

a).—If it can be demonstrated that locating the physical development, use, development option, or subdivision outside of the 660 foot setback/buffer is not practical, then it shall not be closer to the nest than existing similar physical developments, uses, development options, or subdivisions within 660 feet of the nest and under no circumstances shall the physical development, use, development option, or subdivision be closer than 330 feet; or if the proposed physical development, use, development option, or subdivision is an alternation, expansion or addition, it may be within the 660 foot setback/buffer of the nest but no closer than the existing physical development, use, development option, or subdivision to be altered, expanded or added to; and

b).—Residential and nonresidential lots of record within the 660 foot setback/buffer shall not be increased; and

c).—The proposed physical development, use, development option, or subdivision within 660 foot setback/buffer will be screened with trees to shield the line of site to the nest; and

d).—All physical development, use, development option, or subdivision activity is conducted outside the bald eagle nesting period, defined as February 1 through August 15 or as determined by the Wyoming Game and Fish Department.

b).—**Bald Eagle Crucial Winter Habitat.** No physical development, use, development option, or subdivision may occur within bald eagle crucial winter habitat unless the applicant can demonstrate that the development can be located within the bald eagle crucial winter habitat in such a way that it will not detrimentally affect the food supply provided by the crucial winter habitat, or detrimentally affect the potential survival of the bald eagle using the crucial winter habitat.

c).—**Exemptions.** The Bald Eagle standards are exempt where a bald eagle nest is established subsequent to initiating land disturbing activities pursuant to a Permit.

d).—**Consistency.** Notwithstanding the standards provided in this section, the goals of this section are intended to be consistent with the current National Bald Eagle Management Guidelines and US Fish and Wildlife Service recommendations.

G.—**Other NRO Standards.**

1. ~~**Fencing.** Fencing in the NRO shall comply with Section 5.1.2.~~

5.2.1 Environmental Standards

- A. **Purpose.** The purpose of this Division within the Town of Jackson is to maintain existing healthy native species populations and preserve natural resources which remain in Town for future generations, as directed by the Comprehensive Plan. This will be achieved by protecting existing intact resources, enhancing aquatic, wetland, and terrestrial habitats, protecting wildlife movement, and managing community impacts to ensure a functional, healthy ecosystem adjacent to Teton County.
- B. **Intent.** The intent of this Division is to avoid, then minimize and mitigate development impacts to habitats identified through the Natural Resources Assessment process (Sec. 8.2.2). Consistent with Comprehensive Plan Policy 1.1.b, the Tiered Natural Resources Overlay establishes a system that gives the highest protection to habitats for Focal Species as defined in the “Focal Species Habitat Mapping for Teton County, WY” report (Smith and Remlinger, 2017) and the “Focal Species Habitat Mapping for Teton County, WY Addendum” (EcoConnect 2018) and their movement corridors. The Town of Jackson’s mapped habitats with the highest ranking contain connectivity with adjacent larger habitat patches, existing wildlife movement corridors, and existing water sources and wetlands. The Natural Resources Assessment process reflects these habitats within the Town and requires the highest review process where development impacts to these mapped resources may occur. Outside of these critical habitat areas the process is reduced, or generally exempt to reflect the existing built environment. It is important to note that, although the processes outlined in this section are generally consistent with those of Teton County, the purpose of this section is to establish clear standards specific to the Town’s urban context.
- C. **Establishment of Tiered Natural Resources Overlay (NRO).** The Tiered Natural Resources Overlay (NRO) Map is hereby established and shall apply to all lands within the Town of Jackson. Lands owned by government entities shall be subject to this section in accordance with Sec. 1.5.3, Application to Government Entities.

While all habitats are valuable to wildlife, the NRO tiers were developed based on the suitability of habitats for focal species. The NRO Map includes the following tiers:

1. Base Tier – Areas mapped within the Base Tier are those with fewer habitat types and/ or habitats that support focal species. These areas tend to have more development present and if undeveloped contain fewer habitat types.
 2. Mid Tier – Areas mapped within the Mid Tier are those with a moderate presence or combination of habitat types and/or habitats that focal species depend on. These areas tend to have less development present or if undeveloped only have a few habitat types.
 3. High Tier – Areas mapped within the High Tier are those with multiple habitat types and/ or habitats that support multiple focal species. These areas tend to have less development present, are usually near water or contain water, are on or in proximity to hillsides, or if undeveloped have multiple habitat types.
- D. **Resources Protected by the Natural Resources Overlay (NRO).**
 1. Protected Resources. Following is a list of protected natural resources which occur throughout the Tiers:
 - i. Waterbodies and Wetlands (Sec. 5.1.1.).

- ii. Species with Special Federal and State Protections. Properties must comply with the Endangered Species Act, Bald and Golden Eagle Protection Act (1940), the latest Wyoming Governor's Sage Grouse Executive Order, and other applicable species protection laws.
- iii. Wildlife Movement Corridors. Landscape permeability that supports local, short-distance, and long-distance wildlife movement is essential for maintaining viable populations of ungulates. Wyoming Migration Corridor Executive Order 2020-1 (MCEO) provides the state strategy for preserving corridor functionality. As of September 20, 2024, one designated corridor (Sublette mule deer) and two identified corridors (Upper Wind River mule deer and Sublette pronghorn) overlap Teton County, supporting mule deer and antelope populations.

Any future migration corridors designated or identified by WGFD, as well as a formal agency documented migration route, are protected natural resources. Development in these corridors should be designed to maintain wildlife permeability both locally and statewide. Projects within these corridors, or within one-half mile of an existing or planned wildlife crossing, must prioritize wildlife movement. Impermeable development is only allowed for essential facilities when no alternatives exist.

E. **Applicability of the Natural Resource Overlay (NRO).** The requirements of this Section shall apply to all lots of record, unless specifically exempted. While the Base Tier can contain valuable habitat, only properties within the Mid and High Tiers are required to be assessed through the Natural Resources Assessment process (Sec. 8.2.2). When conflicts exist between the NRO and Scenic Resource Overlay (SRO), the standards of this Section shall have priority and be achieved to the maximum extent practicable.

1. Additions. Additions of 500 sf or less or additions to an existing building within an existing impacted area, development footprint, or ornamental landscape area will not require an Environmental Assessment process.
2. Accessory Structures: The addition of an accessory structure within an existing impacted area, development footprint, or ornamental landscape area will not require an Environmental Assessment process.
3. Agricultural Operations. Agricultural operations and uses meeting the standards for exemption outlined in Sec. 6.1.3.B. shall be exempt from the standards of this Section.
4. Planned Resorts. Development within all Planned Resort Zones that follow an approved Master Plan. However, any amendments to a Master Plan that have the potential to impact protected resources in the Mid and High Tiers shall be reviewed under the current NRO regulations, and if a Master Plan has a preexisting Environmental Analysis, the applicant and/or landowner shall submit an amendment to the EA for the proposed project. If a preexisting EA does not exist, a new EA shall be submitted for review and approval.
5. Emergency Work. Emergency work such as emergency flood control or emergency infrastructure replacement or repair. Prior notification to the Floodplain Administrator is required for flood fight activities including the location of the activities in the floodway and floodplain. After-the-fact natural resource assessment and other applicable permits shall be documented for the work completed, and submitted to the Planning Director for review.
6. Previous Natural Resource Approval. An application submitted prior to September 30, 2026, with a sufficient not expired Environmental Analysis.
 - i. The Planning Director may deny this exemption and require a previously approved Environmental Analysis to comply with the standards of this Section if the circumstances analyzed in the Environmental Analysis are significantly different than the current circumstances or if current regulations require a higher level of review than previously required.

7. Affordable Housing Projects. Projects which are comprised of entirely voluntary deed restricted units which are not tied to housing mitigation requirements are exempt from an Environmental Assessment process.
8. Previous and not expired Approval. Physical development, use, development options, and subdivision that has received approval in accordance with the LDRs and is not expired. Any changes to a previous approval shall fall under the new Tiered NRO regulations.
9. Wildlife Urban Interface (WUI) Mitigation. Boni fide WUI mitigation or wildfire resiliency work conducted by a local, state, or federal agency.
10. Other. The Planning Director may waive the requirement for an Environmental Assessment if the development complies with the following:
 - i. The lot of record is outside the High Tier and the application demonstrates compliance with all setback and buffer standards in Division 5.1 and Division 5.2; or
 - ii. The lot of record is in the High Tier but is also in an area that has well-documented habitat information where additional physical development, use, development options and subdivision is anticipated to have minimal additional negative impacts to focal species protected by Sec. 5.2.1 While an Environmental Assessment is not required for lands meeting this exemption, development on such lands shall still be subject to certain standards for development determined appropriate by the Planning Director or the Town Council.

F. Standards of the NRO.

1. Base Tier Natural Resources Protection.
 - i. Applicability: Projects where physical development is located either entirely or more than 50% within the Base Tier shall not be subject to additional requirements beyond what is otherwise required in 5.1 and 5.2.1.A.
2. Mid Tier Natural Resources Protection
 - i. Applicability. This Section shall apply when the proposed limits of any physical development (including any road or utility improvements) are either entirely or more than 50% within the Mid Tier mapped area on the site.
 - ii. Process. A Natural Resources Desktop Checklist shall be completed per the requirements in Sec. 8.2.2.
 - iii. Crucial Range and Suitable Habitat. For sites one acre or larger, the Natural Resources Desktop Checklist shall address protected natural resources included by overlaying the Wyoming Game and Fish Department Crucial Range for big game species, the wildlife movement corridors, and existing and planned wildlife crossings map layers, in addition to the focal species suitable habitat layers for Mule Deer, Elk, and Moose (as defined in Div. 9.5) to further inform the location of any physical development. Development shall demonstrate wildlife permeability if located within these mapped areas.
 - iv. Physical development must demonstrate wildlife permeability if located within one-half a mile of a planned or mapped wildlife crossing.
 - v. Cluster Development. Development and uses shall be clustered as much as practicable to avoid fragmentation of natural habitats and dispersed development across the property. Clustering adjacent to existing or approved development on neighboring properties as appropriate is encouraged. For the purposes of these LDRs, the term clustering is defined as the consolidation of development to minimize fragmentation of natural habitats.
 - vi. Required Mitigation for impacts on sites one acre or larger. The developer shall provide mitigation for the land impacted, either on-site or off-site, on a basis of two square feet (or two plant units) of mitigation for every one square foot (or one plant unit) of land impacted.

This shall be completed pursuant to a mitigation plan, which includes a monitoring program as outlined in Sec. 5.2.1.F.

3. High Tier Natural Resources Protection

- i. Applicability. This Section shall apply when the proposed limits of any physical development (including any road or utility improvements) are either entirely or more than 50% within the High Tier mapped area on the site.
- ii. Location. Physical development or use shall limit the amount of habitat fragmentation.
- iii. Minimization of Impact. The impact of development and use shall be minimized by locating the development or use where it has the least impact to natural resources.
- iv. Crucial Range and Suitable Habitat. For sites one acre or larger, the Environmental Analysis shall include overlaying the Wyoming Game and Fish Department Crucial Range for big game species, wildlife movement corridors, and existing and planned wildlife crossings map layers in addition to the focal species suitable habitat layers for Mule Deer, Elk, and Moose (as defined in Div. 9.5) to further inform the location of any land disturbance. Development shall demonstrate wildlife permeability if located within these mapped areas.
- v. Physical development must demonstrate wildlife permeability if located within one-half mile of a planned or mapped wildlife crossing.
- vi. Cluster Development. Development and uses shall be clustered as much as practicable to avoid fragmentation and dispersed development. Clustering adjacent to existing or approved development on neighboring properties as appropriate is encouraged. For the purposes of these LDRs, the term clustering is defined as the consolidation of development to minimize fragmentation of habitats.
- vii. Process. Unless exempted, an Environmental Analysis shall be prepared per the requirements in Sec. 8.2.2.
- viii. Required Mitigation for impacts on sites one acre or larger. The developer shall provide mitigation for the land impacted, either on-site or off-site, on a basis of two square feet (or two plant units) of mitigation for every one square foot (or one plant unit) of land impacted. This shall be completed pursuant to a mitigation plan, which includes a monitoring program as outlined in Sec. 5.2.1.F.

G. Mitigation Standards.

1. Purpose. The Purpose of habitat mitigation is to improve habitat degraded by new development. Habitat mitigation includes the replacement of the disturbed habitats per the requirements of a Habitat Mitigation Plan.
2. Habitat Mitigation Standards
 - i. Mitigation shall restore native habitats through vegetative cover type planting(s) of native species.
 - ii. Protected natural resources which require mitigation include the following:
 - a. Low Shrub (e.g. sagebrush)
 - b. Coniferous Forest (e.g. spruce, pine, mixed conifer)
 - c. Tall Shrub (e.g. non-wetland willow, serviceberry, chokecherry)
 - d. Deciduous Forest (e.g. cottonwood, aspen)
 - e. Wetlands (all types, see Sec. 5.1.1)
3. Habitat Mitigation Plan.
 - i. An application that requires mitigation pursuant to this Section shall include a Habitat Mitigation Plan.
 - ii. The Habitat Mitigation Plan shall be prepared by a qualified professional as defined by Subsection 8.2.2.C.

- iii. The Habitat Mitigation Plan shall:
 - a. Quantify the amount of habitat impacted; and
 - b. Calculate the required vegetative cover type planting(s) required for mitigation; and
 - c. Detail the method, species, plant origin, location, and design of the proposed vegetative cover type planting(s); and
 - d. If applicable, detail why a higher priority mitigation method is impractical, and
 - e. Include the monitoring plan and metrics for determining successful natural viability of native plants; and
 - f. Estimate the cost of installing and maintaining the vegetative cover type planting(s) until such time as it is naturally viable. A performance bond for the installation and maintenance of the mitigation may be required pursuant to Sec. 8.2.11; and
 - g. If vegetative cover types planting(s) are proposed to be located in existing habitats deemed degraded, the plan shall document how the existing habitat patch meets the definition of degraded. For these purposes, the definition of degraded means that the area is unable to support the species which would naturally be present.
- iv. Habitat Mitigation Monitoring Reports. Landowners or their agents are required to provide habitat mitigation and shall develop quantifiable goals and objectives by which to measure mitigation success over the course of three years. Landowners shall monitor the success of the mitigation for three years post completion of the mitigation work and submit a monitoring report to the Town after the third year for certification. Documentation of annual monitoring visits and progress shall be maintained by the landowner and available upon request by the Planning Director. In the case of a mitigation project that is not naturally viable (e.g., has not met its success criteria) within the three-year timeframe, monitoring and adaptive management shall continue at the discretion of the Planning Director. The Planning Director may require the submittal of annual monitoring reports if deemed appropriate. Performance bonds will not be released until habitat mitigation is successfully established.

(Ord. _____ §I, 2026; Ord. 1162 § 2, 2017; Ord. 1197 § 1, 2018)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2ND READING THE _____ DAY OF _____, 2026.

PASSED 3RD READING THE _____ DAY OF _____, 2026.

TOWN OF JACKSON

By: _____

Arne O. Jorgensen, Mayor

ATTEST:

By: _____

Marisa Watsabaugh, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2026.

ORDINANCE J

AN ORDINANCE AMENDING ARTICLE 5, PHYSICAL DEVELOPMENT STANDARDS APPLICABLE IN ALL ZONES, DIVISION 5.1, GENERAL ENVIRONMENTAL STANDARDS, SECTION 5.1.1, WATERBODY AND WETLAND BUFFERS, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Division 5.1.1, Waterbody and Wetland Buffers, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

5.1.1. - Waterbody and Wetland ~~Buffers~~ Protection Standards.

A. **Purpose.** This section establishes the protection standards for waterbodies and wetlands. To protect the ~~community environment~~ as a whole from potential negative impacts caused by physical development and use that may affect these resources or their functions, this section ~~prohibits~~ limits physical development and use on and within a certain distance of these resources.

B. . . .

C. **Applicability.** The requirements of this section shall apply to all lots of record. See Division 1.6 of these Land Development Regulations for relationship between regulations.

~~CD.~~ Resource Definitions Protected Resources.

1. **Waterbodies.** Waterbodies are ~~natural~~ features (i.e., rivers, streams, lakes) that convey or contain surface water.

a. **River.** River means the Snake River, the Gros Ventre River, the Hoback River, or the Buffalo ~~Fork~~ River.

b. **Stream.** Stream means a body of ~~running water that is neither one of the identified rivers nor an irrigation ditch, and has one or more of the following characteristics~~ water flowing through a defined bed or channel that is neither a river nor an irrigation ditch. A stream may be perennial, intermittent, or ephemeral.

~~i. **Flow Level.** Has an average annual flow of three cfs. or greater including return water from subirrigation practices.~~
~~ii. **Habitat.** Provides a winter habitat for trumpeter swans or serves as a cutthroat trout spawning area.~~

~~iii. **Habitat.** Provides a winter habitat for trumpeter swans or serves as a cutthroat trout spawning area.~~

ii. Stream Types.

a). Perennial Stream. A perennial stream conveys water year-round. (Example Fish Creek and Flat Creek)

b). Intermittent Stream. An intermittent stream conveys water seasonally on an annual basis. (Example includes a foothill stream that flows each spring during snow-melt, but is dry each fall)

c). Ephemeral Stream. An ephemeral stream flows only briefly during and following a period of rainfall, or other event, in the immediate locality and that does not occur annually. (Example includes a low angle stream that flows during periods of rapid snow-melt, which do not occur seasonally, but occur often enough to create a perceptible ordinary high-water mark is an ephemeral stream)

C. . . .

~~d. **Natural Lake/Pond.** A natural lake/pond means a body of standing water, usually at least six feet deep, which was created by natural processes~~

d. **Irrigation Ditch.** Any manmade channel utilized to convey irrigation water diverted from any manmade or natural water source and can be controlled through a headgate or other manmade structure.

~~2. **Riparian Plant Community.** Riparian plant communities associated with watercourses shall be delineated using Youngblood, A.P., Padgett, W.G. and Winward, A.K., "Riparian Community Type Classification of Eastern Idaho-Western Wyoming," USDA Forest Service, Intermtn. Reg., R4-Ecol-85-01, Ogden, UT, 1985, and the U.S. Department of Interior Fish and Wildlife Service publication: "National List of Plant Species that Occur in Wetlands: Northwest (Region 9)," Biol. Rept. 88 (26.9), May 1988.~~

~~32. **Wetlands.** Wetlands are areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Identification of wetlands shall be according to the 1987 Corps of Engineers Wetlands Delineation Manual, and the 2010 Western Mountains, Valleys, and Coast Regional Supplement. These regulations shall protect all natural wetlands regardless of size or classification by federal or other regulatory bodies. This definition excludes irrigation induced wetlands.~~

D. . . .

1. **Development and Use Prohibited.** Physical development and use in waterbodies and wetlands are prohibited except for essential facilities as specified below.

2. **Setback/Buffer Required.** All physical development and use are required to be setback from specified resources as follows:

a. ~~Rivers. 150 feet.~~

~~ba. Streams General.~~ Along streams not specified below, physical development and use shall be located out of the riparian plant community, but in no case shall the required setback be less than 50 feet. ~~or more than 150 feet.~~

~~eb. Streams, Specific.~~ Physical development and use shall be setback from streams as specified below:

i. ~~Cache Creek.~~ South of the headgate on Cache Creek Drive: 20 feet.

ii. ~~Flat Creek.~~

a). . . .

b). . . .

iii. ~~Spring Creek. 50 feet.~~

~~d. Natural Lake/Pond.~~ Adjacent to natural lakes or ponds, physical development and use shall be located out of the riparian plant community, but in no case shall the required setback be less than 50 feet nor more than 150 feet.

~~ec. Wetlands. 30 feet.~~ Adjacent to wetlands, physical development and use shall be located out of the setback/buffer area. 50 feet.

~~fd. Measurement.~~ Setbacks shall be measured from the ~~mean-ordinary~~ high water mark or top of bank, whichever is farthest from ~~the thread of the watercourse or~~ the center of the waterbody.

~~ge. Buffer.~~ The area protected by the setback is the "buffer" and shall remain free from physical development and use, including lawns. ~~p~~Parking, ~~and~~ open storage of vehicles, refuse, ~~dumpster/recycling receptacles, snow storage,~~ or any other material shall be prohibited. Use of fertilizers within the buffer is also prohibited. Terrain disturbance for flood protection, wildlife habitat enhancement, or public pathways are permitted in the buffer upon receipt of applicable permits.

~~h. Land Protected by a Conservation Easement.~~ Land protected by a conservation easement, where proposed development density is one unit per 70 acres or less and the total acreage subject to the easement is 320 acres or more, shall be exempt from certain stream setbacks required by this Subsection. The stream setback for land under a conservation easement may vary based upon the wildlife, agricultural, and scenic analyses performed as part of the design of the easement. Under no circumstances, however, shall the setback from streams be less than 50 feet.

3. Development of Essential Facilities.

a. **Waterbodies.** Certain water dependent uses, bona fide stream restoration and enhancement, bona fide stormwater facilities and essential road or utility crossings **that** must be located in or adjacent to waterbodies. These may be permitted **within the setback/buffer area** provided all physical development meet the following requirements **and shall be minimized to the greatest extent possible.**

i. Flood Control, Irrigation, or Essential Crossings. . . .

ii. Not for Human Habitation. . . .

iii. Minimize Negative Impacts on Wildlife. . . .

b. **Permitted Wetland Impacts**

i. High-Intensity Use Degrades Wetland/ Wetland Agriculture-Induced. . . .

ii. Necessary to Reshape Wetland to Provide Building Site. . . .

iii. Essential Crossings When No Alternate Site. . . .

iv. **Permitted Wetland Impacts Require Mitigation.** When wetlands that are not irrigation induced are impacted in accordance with this section, the following mitigation standards shall apply.

a) . . .

b) . . .

c) . . .

d) . . .

e) . . .

f) . . .

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2ND READING THE _____ DAY OF _____, 2026.

PASSED 3RD READING THE _____ DAY OF _____, 2026.

TOWN OF JACKSON

By: _____

Arne O. Jorgensen, Mayor

ATTEST:

By: _____

Marisa Watsabaugh, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2026.

ORDINANCE K

AN ORDINANCE AMENDING ARTICLE 5, PHYSICAL DEVELOPMENT STANDARDS APPLICABLE IN ALL ZONES, DIVISION 5.1, GENERAL ENVIRONMENTAL STANDARDS, SECTION 5 5.1.2, WILDLIFE FRIENDLY FENCING, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Division 5.1.2, Wildlife Friendly Fencing, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

5.1.2.-Wildlife Friendly Fencing.

A. . . .

B. **Applicability.** Fences in the ~~NRO~~ High Tier of the NRO shall comply with the standards of this section.

C. . . .

D. . . .

E. . . .

F. . . .

G. . . .

(Ord. _____ §I, 2026; Ord. 1162 § 2, 2017; Ord. 1197 § 1, 2018)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2ND READING THE _____ DAY OF _____, 2026.

PASSED 3RD READING THE _____ DAY OF _____, 2026.

TOWN OF JACKSON

By: _____

Arne O. Jorgensen, Mayor

ATTEST:

By: _____

Marisa Watsabaugh, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2026.

ORDINANCE L

AN ORDINANCE AMENDING ARTICLE 5, PHYSICAL DEVELOPMENT STANDARDS APPLICABLE IN ALL ZONES, DIVISION 5.1, GENERAL ENVIRONMENTAL STANDARDS, TO ADD SECTION 5.1.7, WILDLIFE FRIENDLY RETAINING WALLS, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Division 5.1.7, Wildlife Friendly Retaining Walls, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby added as follows:

5.1.7. Wildlife Friendly Retaining Walls

A. **Purpose.** Retaining walls are structural elements that retain soils at different levels on each side creating steep changes in elevation and that can create impediments for wildlife movement, restricting wildlife's ability to move between the seasonal and daily habitats that sustain them. The purpose of this Section is to create retaining walls that facilitate wildlife movement between these habitats. These standards require openings in tall, long walls allowing wildlife to move freely through the impediments.

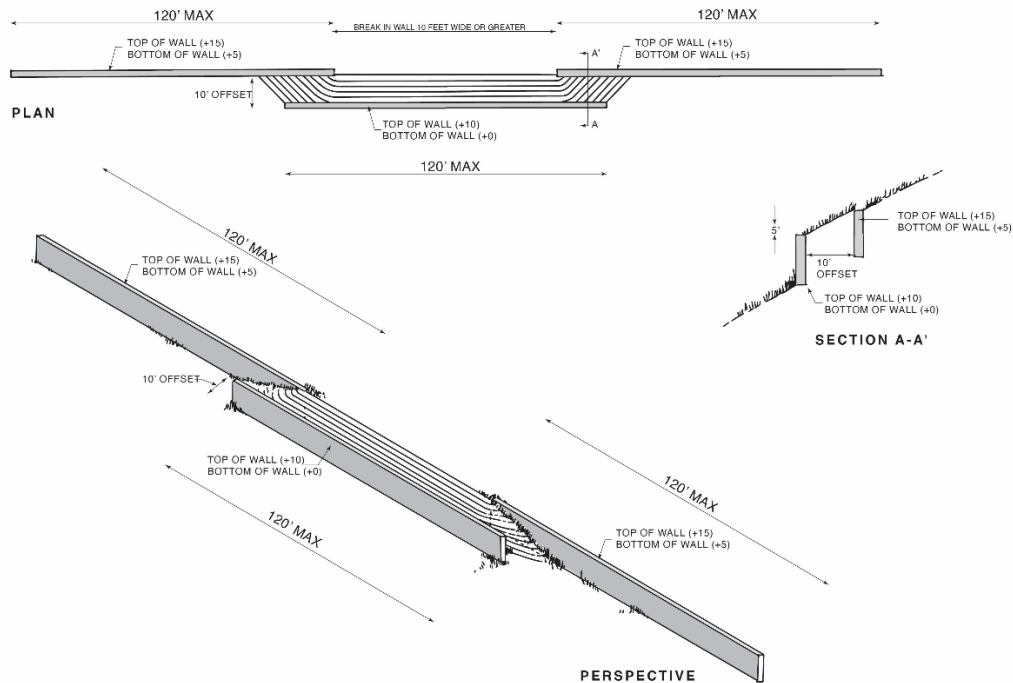
B. **Applicability.**

1. This Section applies to all retaining walls as defined in 5.7.2.B.4.
2. All retaining walls shall comply with Section 5.7.2.B, Grading Standards.
3. The Planning Director may exempt or relieve a retaining wall from all or a portion of this Section pursuant to Section 8.8.2, Administrative Adjustment. Requests for exemptions shall meet at least one of the following criteria;
 - i. **Protection of Natural Resources.** The exemption is necessary to protect natural resources and avoid an environmental detriment that would be greater than the benefit provided by full compliance with these standards. A written report by a qualified environmental professional is required to justify the exemption request. The Planning Director may require that the report includes alternatives and/or mitigation that achieve the greatest overall benefit for both wildlife movement and the natural resources to be protected; or
 - ii. **Length.** Adjustments to the length standards of Section 5.1.7.C may be adjusted up to 20% to accommodate site specific conditions; or
 - iii. **Avoid Hazards.** The exemption is necessary to avoid a natural hazard area (on steep or naturally unstable slopes, in avalanche paths or in other hazardous areas) where meeting the standards of this section would otherwise pose a danger to public health and safety.

C. Design Standards

1. Height. Within the Mid and High Tiers of the NRO the maximum height for individual retaining walls, or individual retaining wall sections is five feet.
 - i. Tiered Walls. All tiered retaining walls shall comply with Section 5.7.2.B.4.b.
2. Length. Retaining walls shall be the shortest length to achieve their purpose. Length shall be measured along the alignment of the wall or walls and be continuous through bends and corners. The maximum cumulative length of a retaining wall or walls shall not exceed 120 feet unless the design complies with 5.1.7.C.3.
3. Permeability Required. A staggered design or design equivalent may be required by the Planning Director regardless of length to improve wildlife permeability.
 - i. When retaining wall lengths are over 120 linear feet (cumulative), the design shall include as many breaks in the retaining wall as is feasible, but at minimum one break for every 120 linear feet of wall. Each break shall be at least 10 feet wide.
 - ii. Retaining walls with more than two sides shall include permeability to prevent entrapping wildlife.
4. Staggard Walls.
 - i. A staggered retaining wall stepped down a slope shall maintain a horizontal separation between walls that is no less than 10 feet.
 - ii. Breaks in the retaining wall, and the separation between staggered retaining walls, shall be revegetated with native vegetation.
 - iii. See the illustration below for an example of a plan for a staggered retaining wall.
5. Other Walls. Designs other than Staggard Walls may be approved by the Planning Director if they provide the equivalent permeability as a Staggard Wall.
6. If retaining walls are required on both sides of a roadway or driveway, breaks in the retaining walls on the opposites sides shall be aligned across from and within 10 feet in either direction.

RETAINING WALL DESIGN EXAMPLE



7. Materials.

- i. Retaining walls shall be constructed of solid material with a solid top designed to prevent wildlife limbs from being entrapped.
- ii. Materials that could cause an animal to be trapped or entangled are prohibited.
- iii. Wire used in a gabion wall or similar design shall be designed and maintained to avoid loose or gaping wire that may entangle an ungulate or other wildlife.
- iv. Any material determined to be hazardous to wildlife by a qualified wildlife biologist and/or Wyoming Game and Fish shall be prohibited.
- v. Materials and colors shall blend into the natural surroundings and shall be a natural or natural appearing surface such as rock, stone or other material that blends into the environment. Colors of the walls shall match the surrounding soil.

8. Land Disturbance and Vegetation Clearing. Land disturbance and vegetation clearing for retaining wall construction and/or repair shall be the minimum necessary to construct or repair the retaining wall or accomplish the staggered wall design. Any land disturbance shall be revegetated and maintained with native vegetation similar to the surrounding vegetative cover types and shall comply with the requirements of Division 5.7.

(Ord. ____ § I, 2026).

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2nd READING THE _____ DAY OF _____, 2026.

PASSED 3rd READING THE _____ DAY OF _____, 2026.

TOWN OF JACKSON

By: _____

Arne O. Jorgensen, Mayor

ATTEST:

By: _____

Marisa Watsabaugh, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2026.

ORDINANCE M

AN ORDINANCE AMENDING ARTICLE 9, DEFINITIONS, DIVISION 9.5, DEFINED TERMS, OF THE LAND DEVELOPMENT REGULATIONS, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

Division 9.5, Defined Terms, of the Land Development Regulations, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

Crucial Range. Wyoming Game and Fish Department designates crucial range for big game species as:

“Crucial range can describe any particular seasonal range or habitat component (often winter or winter/yearlong) but describes that component which has been documented as the determining factor in a population’s ability to maintain itself at a certain level over the long term”. (WGFD.2015.Standardized Definitions for Seasonal Wildlife Ranges, as amended). WGFD Crucial Range layer can be found on the WGFD website or the Town GIS maps.

(Ord. _____ §I, 2026; Ord. 1097 § 1, 2015; Ord. 1136 § 3, 2016; Ord. 1166 § 3, 2017; Ord. 1277 § 1, 2021)

Suitable Habitat. The term suitable describes “habitat where the natural resources needed by a particular species are likely to be present” (EcoConnect, 2018. Focal Species Habitat Mapping for Teton County, WY Report Addendum). Suitable habitat found within designated “crucial range” is of importance to the species survival and representative of the crucial habitats found within designated crucial range lands. The majority of the time, the species of concern will be ungulates such as mule deer, moose and elk. However, there may be instances when other species are represented by crucial ranges Suitable habitat includes a GIS layer within the Town GIS maps.

(Ord. _____ §I, 2026; Ord. 1166 § 3, 2017; Ord. 1277 § 1, 2021; Ord. 1324 § 1, 2022; Ord. No. 1367, § 1, 2024)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2ND READING THE _____ DAY OF _____, 2026.

PASSED 3RD READING THE _____ DAY OF _____, 2026.

TOWN OF JACKSON

By: _____

Arne O. Jorgensen, Mayor

ATTEST:

By: _____

Marisa Watsabaugh, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2026.

ORDINANCE N

AN ORDINANCE AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO AMEND THE NATURAL RESOURCE OVERLAY ZONING DISTRICT TO APPLY TO EACH AND EVERY PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN OF JACKSON, WYOMING.

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

SECTION I.

The Official Zoning Map of the Town of Jackson, Wyoming is hereby amended to modify the boundaries of the Natural Resources Overlay Zoning District as shown on Exhibit A, attached hereto and incorporated by reference.

SECTION II.

Exhibit A depicts the amended Natural Resources Overlay District boundaries, encompassing each and every property currently within the corporate boundaries of the Town of Jackson, Wyoming as of September 30, 2026.

SECTION III.

Any property added to the Natural Resources Overlay District by this amendment shall be subject to the standards of the Natural Resources Overlay District in addition to the requirements of the underlying base zoning district(s).

SECTION IV

The Governing Body of the Town of Jackson, Wyoming finds that the zoning map amendment that is the subject of this ordinance meets the findings specified in Section 8.7.3 of the Land Development Regulations.

SECTION V.

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

SECTION VI.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate

distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VII.

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

PASSED 1ST READING THE _____ DAY OF _____, 2026.

PASSED 2nd READING THE _____ DAY OF _____, 2026.

PASSED 3rd READING THE _____ DAY OF _____, 2026.

TOWN OF JACKSON

By: _____

Arne O. Jorgensen, Mayor

ATTEST:

By: _____

Marisa Watsabaugh, Town Clerk

ATTESTATION OF TOWN CLERK

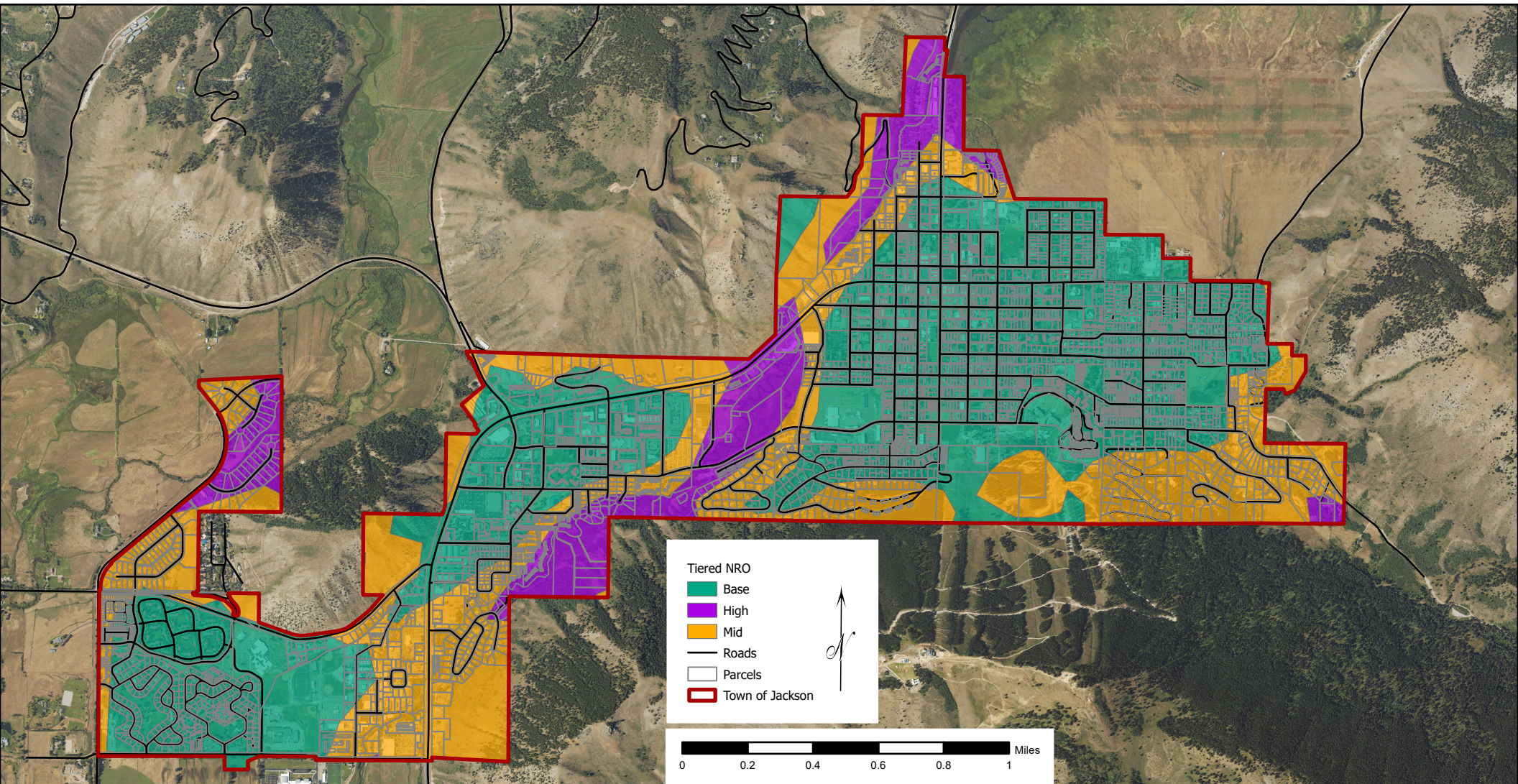
STATE OF WYOMING)

) 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.

Exhibit A



MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: August 17, 2026

RE: Town Manager's Report

Temporary Sign Permits

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

- ✓ Wyoming Snow & Avalanche Workshop requests to hang two temporary banners, one at 105 Buffalo Way (Albertson's) from November 1 – 14, 2026 & one at 200 Powderhorn Lane (Powderhorn Park) November 1 – 15, 2026 to advertise the Teton County Search & Rescue Foundation Workshop (P26-142).
- ✓ Wyoming Wildlife Advocates requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from September 20 – October 3, 2026 to advertise Bear Awareness (P26-150).

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.

BLM Fuels Management and Community Fire Assistance Grant Opportunity

A new grant opportunity has been forwarded by Sustainable Strategies through the BLM Fuels Management and Community Fire Assistance Program. The Town of Jackson would apply for additional funding to reduce wildfire risk within and surrounding Aspen Hill Cemetery. This funding would augment the Town's ongoing fire-mitigation efforts by supporting additional tree thinning and hazardous fuels reduction across approximately six acres.

The proposed request would include:

- Approximately three acres of tree thinning and fuels reduction at an estimated cost of \$40,000 per acre, totaling \$120,000.
- Approximately three additional acres requiring more intensive tree thinning and fuels reduction at an estimated cost of \$60,000 per acre, totaling \$180,000.

The total proposed grant request is approximately \$300,000. This work would significantly reduce hazardous fuel loads, improve defensible space throughout the cemetery, protect cemetery infrastructure, burial areas, visitors, and staff, and lessen the potential impacts of a wildfire on the cemetery and the surrounding community.

Grant Highlights

- No local matching funds are required.
- The grant provides up to five years to complete the project.
- Staff administration and project oversight would be managed by the Cemetery Superintendent and incorporated into the existing Cemetery operating budget, with an estimated staff cost of \$1,000.
- This project would build upon the Town's previous wildfire mitigation work and continue the long-term strategy of improving forest health and reducing wildfire risk within Aspen Hill Cemetery.

With approval of the Town Manager's report, staff will submit the grant application as described.