Jackson Town Council Regular Meeting

October 7, 2019
6:00 PM
Town Council Chambers

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. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Announcements/Proclamations

1. Proclamation for October as Domestic Violence Awareness Month
2. Proclamation for Fall Clean-Up and Burn Week

II. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to *Council@jacksonwy.gov*.

III. 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. Minutes
   1. September 16, 2019 regular meeting

B. Disbursements

C. Temporary Sign Permit: Off Square Theatre (P19-219)

D. Temporary Sign Permit: Science Speaker (P19-221)

E. Temporary Sign Permit: Holiday Poinsettia Sale (P19-223)

F. Temporary Sign Permit: Jackson's Got Talent (P19-224)

G. Contract with Proterra for Electric Buses and Chargers

H. MOU with Lincoln County for Airport Security Assistance

I. Authorization for Police Officer Overhire

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

A. Administration:

1. Town Historical Imagery for American Legion Monument (Larry Pardee)

B. Planning:

1. **Item P19-197**: Westview Lot Split at 1255 W Highway 22 (Tyler Valentine)

V. RESOLUTIONS

Please note that at any point during the meeting, the Mayor and Council 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.

VI. ORDINANCES

VII. MATTERS FROM MAYOR AND COUNCIL

A. Town response to HB277

B. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

IX. ADJOURN

Please note that at any point during the meeting, the Mayor and Council 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.

Proclamation

Recognizing October 2019 as
Domestic Violence Awareness Month

WHEREAS, every person in America has the right to live free from violence in their homes, neighborhoods, and communities, and domestic violence is a serious crime that affects all individuals—adults and children—disrupts communities, destroys relationships and families; and

WHEREAS, violence against predominantly women and children continues to become more prevalent as a social problem, the problems of domestic violence are not confined to any one group of people but crosses all gender identities, economic, racial, and societal barriers; and violates an individual's dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, and economic control and / or abuse; and

WHEREAS, the U.S. Department of Justice estimates that **one million women** are victimized by domestic violence each year, with less than half of all such crimes actually thought to be reported; and

WHEREAS, in Wyoming, this past year, there were 1,868 *reported* incidents of domestic violence; however, from this data, only 9 cases were reported in Teton County. We as service providers know that this is severely underreported and under-recognized as a serious problem, and,

WHEREAS, in Wyoming on a given day, almost 300 victims were served; over 100 adult and child victims found refuge in emergency shelters or transitional housing; almost 150 adult and child victims received non-residential assistance and services, including counseling, legal advocacy and children's support groups; and

WHEREAS, Teton County Victim Services, The Community Safety Network, the **Wyoming Division of Victim Services** and the **Wyoming Coalition Against Domestic Violence & Sexual Assault** encourages community leaders, co-workers, friends and loved ones to take a personal pledge to end domestic violence.

NOW, THEREFORE, I, Pete Muldoon, Mayor of the Town of Jackson, do hereby proclaim **October 2019** as **Domestic Violence Awareness Month** and encourage us all to be part of the solution by pledging to never commit, condone, or remain silent about violence.

DATED THIS 7TH DAY OF OCTOBER, 2019.

Town of Jackson

Mayor Pete Muldoon

ATTEST:

Sandra P. Birdyshaw, Town Clerk

Proclamation

2019 FALL CLEAN-UP DAY and BURN WEEK

WHEREAS, it is customary in the fall of each year to declare a burn week for citizens of the Town of Jackson to use controlled burns to clean up their property by burning only dry grass, leaves, twigs, small branches, and clean wood; and

WHEREAS, the Town of Jackson and Teton County Integrated Solid Waste and Recycling have partnered to create the 5th Annual Fall Clean-Up with a common goal to encourage residents to divert yard-waste away from the landfill, so that it may be composted locally; and

WHEREAS, citizens may pick up free, compostable paper bags to collect their yard waste, that are available beginning **October 7th** at Town Hall, Public Works and the Recycling Center; and

WHEREAS, residents participate in Fall Clean-Up Day and may drop off residential yard waste on Saturday, **November 2nd** between 9:00 AM and 4:00 PM at the rodeo grounds; and

WHEREAS, residents may also drop off residential yard waste at the Trash Transfer Station free-of-charge from **October 28th to November 9th** during normal operating hours; and

WHEREAS, Residents are also encouraged to participate in the **4th Annual Pumpkin Smash**, a community event that enables citizens to drop off their jack-o-lanterns for free composting at the Rodeo Grounds on Saturday, **November 2nd** between 10:00 AM and 12-NOON.

NOW, THEREFORE, I, Pete Muldoon, Mayor of the Town of Jackson, do hereby proclaim Saturday, **November 2nd** as **Fall Clean-Up Day** and encourage citizens to participate in this community event;

AND FURTHER, proclaim **October 26th through November 2nd** as **Fall Burn Week** and remind citizens to contact the Jackson Hole Law Enforcement Agency at 733-2331 prior to starting outside burns.

DATED THIS 7th DAY OF OCTOBER, 2019.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

THE TOWN OF JACKSON INCORPORATED ★ SEAL ★ 1914 TETON COUNTY, WYOMING

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 16, 2019 **JACKSON, WYOMING**

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall located at 150 East Pearl at 6:01 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Hailey Morton Levinson, Jim Stanford, Arne Jorgensen, and Jonathan Schechter.
STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Todd Smith, Roger Schultz, Paul Anthony, Tyler Valentine, April Norton, Floren Poliseo, Johnny Ziem, and Sandy Birdyshaw.

Public Comment. None.

Consent Calendar. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve the consent calendar including items A-K as presented with the following motions.

A. **Meeting Minutes**. To approve the meeting minutes as presented for the September 3, 2019 special workshop and regular meeting.

B. **Disbursements.** To approve the disbursements as presented. 1000bulbs.Com $594.14; Ace Hardware $378.82; A-Core Of Idaho Inc. $875.00; Advanced Glass Trim, Llc $480.00; Advanced Pump & Equipment, Inc $1,567.20; Airgas Usa, Llc $108.48; Alphagraphics Bozeman $1,021.23; Best Best & Krieger $985.50; Big R Ranch & Home $50.68; Blue Spruce Cleaners, Inc $650.90; BMV LLC $59.26; Brower Psychological Services Inc $325.00; Carquest Auto Parts Inc. $950.55; Caselle Inc. $1,800.00; Casper Star Tribune $1,039.00; Cast $110.00; Centurylink $213.58; Charter $84.99; City Of Driggs $1,606.00; Commercial Tire-Id Falls $880.96; Community Safety Network $11,000.00; Control System Technology, Inc. $12,178.00; Convergeone, Inc $7,317.75; Cornforth Consultants, Inc. $121.00; Curran-Seeley Foundation $12,062.50; D & R Drywall, Llc $2,698.38; David Stubbs $1,750.00; Dean's Pest Control Llc $145.00; Division Of Victim Services $200.00; E.R. Office Express $174.38; Elite Parts $202.12; Emerg + A + Care $251.00; Energy 1 $282.98; Energy Laboratories Inc. $814.00; Evans Construction Inc $100,476.00; Fleetpride $83.40; Flynn Irrigation, Inc. $876.50; Freedom Mailing Service Inc. $1,812.80; Friends Of Pathways $7,816.00; Fulcrum Contracting $2,975.23; Galls Inc. $56.61; Gillig Llc $1,824.60; Global Ties Wyoming $5,000.00; Gm Sheet Metal Llc $501.80; Greenwood Mapping Inc. $380.00; Grossenbacher Bros, Inc $318.50; Bruce Hayse, MD $90.00; HD Fowler Company $1,390.04; Hess, Melanie Ann $254.93; High Country Linen $1,546.74; Hirst Applegate, Llp $1,852.61; Hole Food Rescue $20,000.00; Hunt Construction Inc $8,280.00; Identi-Kit Solutions $408.00; Intermountain Sweeper Co. $122.14; Interstate Battery $2,122.15; Jackson Hole Air $15,000.00; Jackson Hole Community Housing $6,250.00; Jackson Hole Farmers Market $1,400.00; Jackson Hole News & Guide $891.52; Jackson Lumber Inc $1,123.43; Jorgensen Associates, Pc $328,680.39; Kellerstrass Enterprises, Inc $70.29; Kenworth Sales Company Dept #1 $202.26; Long Building Technologies Inc. $5,269.27; Lower Valley Energy Inc $29,209.01; Dbr Inc. $532.50; Martin Family Llc $5,639.34; Md Nursery & Landscaping Inc $552.08; Meeks Brothers Fencing, Llc $21,299.00; Mountainscapes, Inc $18,365.68; Napa Auto Parts Inc. $798.20; Nelson Engineering $2,377.50; Neofunds $2,000.00; New West Building Company Inc. $5,000.00; Pelletier, Carl $166.07; Pine Needle Embroidery $36.00; Plainsman Printing & Supply $884.48; Premier Truck-Salt Lake City $2,357.19; Premier Vehicle Installation, Inc $203.96; Rae, Joshua $10,000.00; Rich Broadcasting (Sv/Jx) $2,720.00; Rotary Club Of Jackson Hole $5,000.00; Rui Inc. Dba Village Gardner $1,881.45; Safety Supply & Sign Co., Inc. $289.23; Sherwin-Williams Co. $129.60; Shreve, Derrick $100.00; Silver Creek Supply $24.42; Silverstar $2,314.55; Smith, Christian $43.92; Snake River Roasting $456.68; Spring Creek Animal Hospital $185.53; Stinky Prints, Inc $1,095.00; Swagit Productions, Llc $1,775.00; Teton County Clerk $154,595.50; Teton County Sheriff's-Jail $2,304.00; Teton County Special Fire Fund $146,266.15; Teton County-Fund 10 $24,901.67; Teton County-Fund 19 $85,493.42; Teton Motors Inc $404.08; Teton Tools Llc $791.15; Teton Trash Removal, Inc. $45.50; The Aftermarket Parts Company, Llc $373.55; Ups $32.93; Watts Steam Store Rocky Mt. Inc $136.75; Weber Drilling $1,186.56; West Coast Code Consultants $425.00; Westbank Sanitation $1,407.51; Westwood Curtis $49,732.10; Wrench It Plumbing & Heating Inc $118.75; Wyoming Law Enforcement $285.00; Wyoming Title & Escrow $400.00; Wyoming.Com Inc $5.00; Xerox Corporation $371.57; Zuercher Technologies $252.00.

C. **August 2019 Municipal Court Report**. To accept the August 2019 Municipal Court Report into the record as presented.

D. **Temporary Sign Permit: Farm to Fork (P19-211)**. To approve the temporary banner in conjunction with Farm to Fork Festival subject to three (3) conditions of approval.

E. **Bid 20-06: Purchase of Four Police Department Vehicles**. To accept and approve Bid# 20-06 for the purchase of four new Police Department vehicles and award the bid to Spradley Barr Motors of Cheyenne, Wyoming, in the amount of $111,332.00.

F. **Installation Contract for Bus Charging Equipment**. To approve the installation of electric bus charging equipment in the amount of $186,353.63 and upon legal approval, authorize the Mayor to execute all necessary contract Agreements.

G. **Construction Contract for a Garage at the Treatment Plant**. To approve the construction of the Wastewater Treatment Plant Garage with West Fork Construction LLC in the amount of $374,081 and upon legal approval authorize the Mayor to execute all necessary contract Agreements.

H. **Section 319 Grant Application for Stormwater Treatment Unit**. To approve staff completion and submittal of the 319 grant application to help fund one of the planned Cache Creek Tube treatment units.

I. **Section 205J Grant Application for Stormwater Planning**. To approve staff completion and submittal of the 205J grant application to help fund planning and creation of the Town's Stormwater Management Program.

J. **Sewer Connection Request at 1220 West Highway 22**. To approve the proposed connection and direct staff to work with the applicant to draft the connection and use agreement to the Town sewer system for consideration by Council at a later date.

K. **Special Event: PARK(ing) Day additional considerations**. To approve the additional requests to the PARK(ing) Day special event application made by Jackson Hole Public Art subject to the conditions and restrictions listed in the staff report.

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

Item P19-137: Development Plan for Base Camp at 640 S Glenwood Street. Tyler Valentine and Lea Colasuonno made staff comment. On behalf of the applicant, Elizabeth Whittaker of Merge Architects made comment on the sidewalk plan, snow storage plans, and trees.

Public comment was given by Corie Rybak.

Based upon the findings for a Development Plan as presented in the staff report and by the applicant related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals for Items P19-137 & 138, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to approve a 20-unit apartment complex for the properties addressed at 640 & 650 S. Glenwood Street subject to the departmental reviews attached hereto and the following four conditions of approval:

1. The signage and striping plan shall be provided in the Building Permit.
2. Prior to issuance of a Building Permit a landscape bond shall be submitted in the amount of 125% of the estimated landscape costs.
3. This approval is subject to Section 7.4.2.D.13 Apartment Building Exemption (now deleted). Upon future subdivision the applicant at that time will be subject to the affordable housing regulations is place at the time of Sketch Plan approval (August 13, 2018). The affordable housing regulations in place (LDRs updated 8/9/2017) required a 25% mitigation which would result in at least four units being deed restricted as affordable ownership units.
4. At the time of Building Permit submittal the applicant shall provide plans to pave the portions of the alley described in this report and obtain the necessary right-of-way permits. All work shall be to the satisfaction of the Town Engineer prior to final approval.

Also, to authorize staff to pursue a cost-sharing agreement for the extension of the sidewalk, as well as to work with the applicant to change the sidewalk if the applicant chooses to attempt to save the trees.

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

Item P19-152: Development Plan for 7-Lot Subdivision at 115 Nelson Drive. Arne Jorgensen stated that he had worked with the property owner in the past on zoning matters without compensation and planned to participate in this item unless someone perceived a conflict. No conflicts were noted.

Tyler Valentine made staff comment. Melissa Ruth with Y2 Consultants made comment on behalf of the applicant. The applicant, Sadek Darwiche, made comment on the size of the proposed homes.

Public comment was given by Carolyn Daily.

Based upon the findings for a Development Plan as presented in the staff report and by the applicant related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals for Item P19-152, a motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to approve a 7- lot subdivision for the property addressed at 115 Nelson Drive, subject to the departmental reviews attached hereto and the following three conditions of approval:

1. If the applicant does not submit a Subdivision Plat application within 18 months of the Development Plan approval, the Development Plan will expire.
2. As part of the Subdivision Plat the applicant shall provide a 30-foot wide access and utility easement on Parcel 2 benefitting Parcel 1.
3. As part of the Subdivision Plat the applicant shall add a note on the plat requiring all habitable structures to have fire sprinklers as long as the private road does not include a fire turnaround.

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

Item P19-204: Sagebrush Apartment - HUD Rider and Side Agreement. Paul Anthony made staff comment on changes to the HUD Rider that was approved by the Town Council in May 2019. April Norton made comment on the HUD Rider and Restrictions. Stefan Fodor made comment on behalf of the applicant.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve the applicant's request (P19-204) to accept the proposed changes to the HUD Rider and Side Agreement to the Special Restriction subject to any departmental reviews, and to direct the Town Attorney to work with the applicant to draft final documents consistent with this approval. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Item P19-216: Sagebrush Apartment - For .23 Acre Floodway Parcel. This item was not heard and no action was taken.

Matters from Mayor and Council. Jim Stanford made comment on the upcoming Pow-Wow. Hailey Morton Levinson made comment on the WAM Region 5 meeting. Arne Jorgensen made comment on a net metering discussion with the Joint Revenue Committee. Pete Muldoon made comment on a Mediation Workshop in October.

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve registration fees for any council member wishing to attend the October 22-25, 2019, Mediation Workshop hosted by the University of Wyoming Extension in Jackson. Mayor Muldoon called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried.

Town Manager's Report. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to accept the Town Manager's Report into the record. The Town Manager's Report contained an update on the sales and lodging tax, Government Finance Officers Association (GFOA) Award, and a Davey Jackson Historical Marker. With the acceptance of the report, the Council authorized staff to work with Daughters of the American Revolution for an outdoor, bronze type of a historical marker that is on a post/stand for placement on the lawn at Town Hall. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Pete Muldoon to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 8:15 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

_____
Pete Muldoon, Mayor

_____
Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: September 25, 2019

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
6430	1000BULBS.COM	WO1801577	4' LED STRIP LIGHT FIXTURE	09/05/2019	594.14	.00	
Total 6430:					594.14	.00	
36	IDAHO STATE TAX COMMISSIO	093019	PAYROLL DEDUCTIONS	09/27/2019	168.00	.00	09/27/2019
Total 36:					168.00	.00	
328	842-NCPERS GROUP WYOMIN	081319	PAYROLL DEDUCTIONS	08/13/2019	168.00	168.00	09/27/2019
Total 328:					168.00	168.00	
6525	ABEL A. ABRAMS-FELICIANO	100319	REFUND BAIL CASE 19-08-0809	10/03/2019	640.00	.00	
Total 6525:					640.00	.00	
51	ACE HARDWARE	668660	MARK PAINT IC SB FLR GRN	09/05/2019	41.94	.00	
51	ACE HARDWARE	668677	GORILLA TAPE TOUGH & WIDE	09/06/2019	39.98	.00	
51	ACE HARDWARE	668843	LITTR CATS PRIDE NAT	09/07/2019	39.95	.00	
51	ACE HARDWARE	668991	CONN WIRE 14-16 YEL, WIRE S	09/09/2019	16.51	.00	
51	ACE HARDWARE	669105	WASH & HORNET KILLER, ANT	09/10/2019	7.98	.00	
51	ACE HARDWARE	669110	NIPPLE GLV, UNION GALV, TEE	09/10/2019	80.89	.00	
51	ACE HARDWARE	669213	SHELF-5 VENT PLASTIC	09/10/2019	69.98	.00	
51	ACE HARDWARE	669226	LOCKNUT CONDUIT, CONNECT	09/10/2019	58.90	.00	
51	ACE HARDWARE	669303	LOPPER TELESCOPIC POWER	09/11/2019	79.98	.00	
51	ACE HARDWARE	669372	HX BOLTS USS, USS FLAT WAS	09/11/2019	2.61	.00	
51	ACE HARDWARE	669388	MARKING PAINT PL BLUE, MAR	09/11/2019	41.94	.00	
51	ACE HARDWARE	669450	HX LAG SCRW Z, USS FLAT WA	09/12/2019	4.95	.00	
51	ACE HARDWARE	669476	PLUG CORED SQ HD 1/4" LF	09/12/2019	3.99	.00	
51	ACE HARDWARE	669524	CORD BUNGEE 18" W.SSHOOK,	09/12/2019	22.97	.00	
51	ACE HARDWARE	669709	SPRY MARKING BLU & GRN, BA	09/14/2019	60.23	.00	
51	ACE HARDWARE	669930	MAGNET WREATH HOLDR, STR	09/16/2019	48.46	.00	
51	ACE HARDWARE	669955	WINDEZ MULTI VINEGR, VINEG	09/16/2019	16.47	.00	
51	ACE HARDWARE	670034	ACE FLASHLIGHT 9LED ASST,	09/17/2019	80.41	.00	
51	ACE HARDWARE	670306	RUBBRIZED UNDERCOAT 18OZ	09/19/2019	7.49	.00	
51	ACE HARDWARE	670391	MARKING PAINT PL WB BLUE	09/19/2019	75.49	.00	
51	ACE HARDWARE	670391	MARKING PAINT WB FL GRN	09/19/2019	113.24	.00	
51	ACE HARDWARE	670790	LINK CHAIN LAP, CHAIN TWIST	09/23/2019	5.57	.00	
51	ACE HARDWARE	670995	STIHL-18" CHAIN	09/25/2019	31.99	.00	
51	ACE HARDWARE	671149	COLORED DUCT TAPE 11MIL 6	09/26/2019	15.99	.00	
51	ACE HARDWARE	671190	INDR MECH TIMR W/NTL24H	09/26/2019	14.99	.00	
Total 51:					982.90	.00	
4730	ADVANCED PUMP & EQUIPME	9307	INSTALL & TEST NEW HOMA P	09/17/2019	2,922.41	.00	
4730	ADVANCED PUMP & EQUIPME	9313	TROUBLE SHOOT WASH BAY	09/17/2019	1,255.06	.00	
4730	ADVANCED PUMP & EQUIPME	9369	HOMA CUSTOM DISCHARGE F	09/25/2019	11,135.74	.00	
Total 4730:					15,313.21	.00	
2269	AFLAC	567686	ACCOUNT #y9599	09/27/2019	2,958.42	2,958.42	09/27/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2269:					2,958.42	2,958.42	
5365	ALL AMERICAN PUBLISHING	0893287-IN	WINTER BANNER 1/2	09/24/2019	299.50	.00	
Total 5365:					299.50	.00	
6524	ALPHAGRAPHICS	IX-150084	COASTER PRINTERED PULP B	09/09/2019	78.03	.00	
Total 6524:					78.03	.00	
6521	ALTA LAW	100219	RETURN BOND B19-0672 242 W	10/02/2019	4,000.00	4,000.00	10/02/2019
Total 6521:					4,000.00	4,000.00	
3213	ALTA PLANNING & DESIGN	00-2018-260-3	PROJ: 00-2018-260- N CACHE S	09/19/2019	205.00	.00	
3213	ALTA PLANNING & DESIGN	00-2018-260-3	PROJ: 00-2018-260- N CACHE S	09/19/2019	512.50	.00	
Total 3213:					717.50	.00	
2458	AMERIGAS	3096623309	PROPANE FOR MIDDLE TANK:	09/17/2019	1,389.45	.00	
Total 2458:					1,389.45	.00	
6519	BAEZ, ELVIS ORTIZ	092719	BAIL REFUND CASE #19-08-049	09/27/2019	740.00	740.00	09/27/2019
Total 6519:					740.00	740.00	
5994	B-CYCLE LLC	2002707	MAY LICENSING	06/21/2019	519.87	.00	
5994	B-CYCLE LLC	2032790	JUNE LICENSING	07/18/2019	559.86	.00	
5994	B-CYCLE LLC	2064357	JULY LICENSING FEE	08/15/2019	573.19	.00	
5994	B-CYCLE LLC	2100804	AUGUST LICENSING	09/18/2019	613.18	.00	
Total 5994:					2,266.10	.00	
6528	BEAULIEU, CHRISTOPHER	100319	2019 AIA WMR CONFERENCE	10/03/2019	375.00	.00	
Total 6528:					375.00	.00	
4920	BEST BEST & KRIEGER	859240	FRANCHISE RENEWAL 51148.0	09/18/2019	3,575.50	.00	
4920	BEST BEST & KRIEGER	859241	WIRELESS 51148.00002	09/18/2019	73.00	.00	
Total 4920:					3,648.50	.00	
4774	BIG R RANCH & HOME	1391386	LOW FLOW HANDUN ADJ NOZ,	07/05/2019	14.44	.00	
4774	BIG R RANCH & HOME	1402415	CD DBL SAFETY HASP	09/04/2019	33.98	.00	
4774	BIG R RANCH & HOME	1405914	BIBS BLK ZIP TO WAIST, JACKE	09/25/2019	294.98	.00	
Total 4774:					343.40	.00	
6036	BIRDYSHAW, SANDY	091719	TRAVEL EXPENSES	09/17/2019	357.27	.00	
Total 6036:					357.27	.00	
1560	BLUE SPRUCE CLEANERS,INC	100119	DRY CLEANING	10/01/2019	160.74	.00	
Total 1560:					160.74	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2850	BMV LLC	3650	SHIPPING- STREET	09/11/2019	34.96	.00	
Total 2850:					34.96	.00	
6520	BROOKS, ANGELA	100219	REFUND RESTITUTION CASE 1	10/02/2019	200.00	200.00	10/02/2019
Total 6520:					200.00	200.00	
4614	C & A PROFESSIONAL CLEANI	092019- GYM	SEPTEMBER 2019 CLEANING S	09/30/2019	989.71	.00	
4614	C & A PROFESSIONAL CLEANI	092019- P.P.G	SEPTEMBER 2019 CLEANING S	09/30/2019	409.10	.00	
4614	C & A PROFESSIONAL CLEANI	092019- PW	SEPTEMBER 2019 CLEANING S	09/30/2019	2,196.50	.00	
4614	C & A PROFESSIONAL CLEANI	092019- T.H	SEPTEMBER 2019 CLEANING S	09/30/2019	3,793.28	.00	
Total 4614:					7,388.59	.00	
6051	CARPETS PLUS COLORTILE	3383	MATERIALS, LABOR @ NEW FA	08/15/2019	1,725.00	.00	
Total 6051:					1,725.00	.00	
5738	CASPER STAR TRIBUNE	090319	POLICE OFFICER AD	09/03/2019	519.50	519.50	09/24/2019
Total 5738:					519.50	519.50	
3961	CHARTER	54	PROJ: INSTATLLATION OF FEN	09/19/2019	4,730.00	.00	
Total 3961:					4,730.00	.00	
6273	CLOUSE, JIM	092619	REIMB DOT PHYSICAL	09/26/2019	100.00	.00	
Total 6273:					100.00	.00	
605	CNA SURETY	62582826N	SURETY BOND A. RENOVA- 10.	09/30/2019	50.00	.00	
605	CNA SURETY	62582826N	SURETY BOND A. RENOVA- 10.	09/30/2019	50.00	.00	
Total 605:					100.00	.00	
6515	COCHRAN, THOMAS B.	091619	RELEASE BOND B18-0266 820	09/16/2019	3,000.00	3,000.00	09/16/2019
Total 6515:					3,000.00	3,000.00	
69	COMMUNITY ENTRY SERVICES	091719	1ST QUARTER PAYMENT	07/17/2019	12,500.00	.00	
69	COMMUNITY ENTRY SERVICES	092519	RETURN BOND 165 WEST KAR	09/25/2019	2,000.00	2,000.00	09/25/2019
Total 69:					14,500.00	2,000.00	
260	COMMUNITY SAFETY NETWOR	100119+	1ST QUARTER	10/01/2019	10,300.00	.00	
Total 260:					10,300.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9391	CONTROL SERVICE, CONTROL	09/10/2019	15,002.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9392	CONTROL SERVICE @ SNOW K	09/16/2019	625.00	.00	
Total 4887:					15,627.00	.00	
6509	COWBOY VILLAGE RESORT	100219	RETURN BOND B18-0603 120 F	10/02/2019	2,500.00	.00	
Total 6509:					2,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
58	CURRAN-SEELEY FOUNDATIO	100119	2ND QUARTER PAYMENT	10/01/2019	12,062.50	.00	
58	CURRAN-SEELEY FOUNDATIO	100319	1ST QUARTER	10/03/2019	12,062.50	.00	
Total 58:					24,125.00	.00	
6516	DAVIS, ROBERT	091919	RETURN DEPOSIT	09/19/2019	150.00	150.00	09/19/2019
Total 6516:					150.00	150.00	
4918	DEAN'S PEST CONTROLL LLC	46190	SMALL RODEN CONTROL @ P	09/18/2019	45.00	.00	
4918	DEAN'S PEST CONTROLL LLC	46240	SMALL RODEN CONTROL @ ST	09/10/2019	100.00	.00	
Total 4918:					145.00	.00	
65	DELCON INC	20205	PROJ: WO1618 LIGHTS IN PUM	08/31/2019	112.95	.00	
Total 65:					112.95	.00	
708	DELTA DENTAL PLAN OF WYO	09172019	OCTOBER PREMIUM	09/17/2019	608.40	608.40	09/25/2019
Total 708:					608.40	608.40	
6517	DICKEY, LAUREN OR CHRIS	092319	RETURN SHORT TERM RENTA	09/23/2019	63.00	63.00	09/23/2019
6517	DICKEY, LAUREN OR CHRIS	092519	SPET RESEARCH	09/25/2019	450.00	.00	
Total 6517:					513.00	63.00	
3408	E.R. OFFICE EXPRESS	13664	OFFICE SUPPLIES	09/06/2019	107.36	.00	
3408	E.R. OFFICE EXPRESS	13722	BINDING COMBS	09/12/2019	21.54	.00	
3408	E.R. OFFICE EXPRESS	13633	ENVELOPES AND CDS	09/26/2019	121.76	.00	
Total 3408:					250.66	.00	
6522	EAGLE TOWING	0065	TOW	09/07/2019	125.00	.00	
Total 6522:					125.00	.00	
4311	ELEAVEN FOOD COMPANY	13075	BREAKFAST ITEMS	09/25/2019	764.00	.00	
Total 4311:					764.00	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4734178.001	CONDUIT GALV-CPLG, 12" MAL	09/10/2019	28.20	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4734178.002	1" fem gry cond seal	09/10/2019	36.85	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4735084.001	3M CP-25WB FIRE BARRIER SE	09/11/2019	28.95	.00	
Total 502:					94.00	.00	
4815	ELMAR CORP.	8512	WO#: 11868- CACHE- BROWN R	09/03/2019	303.51	.00	
Total 4815:					303.51	.00	
6092	ENERGY 1	29236	LABOR- 8/27/19- DAMPER WOR	09/17/2019	105.00	.00	
Total 6092:					105.00	.00	
1134	ENERGY LABORATORIES INC.	264640	ANALYSIS PARAMETER 1, 3A,3	09/23/2019	208.00	.00	
1134	ENERGY LABORATORIES INC.	264641	INFLUENT, EFFLUENT	09/23/2019	114.00	.00	
1134	ENERGY LABORATORIES INC.	265610	INFLUENT, EFFLUENT	09/25/2019	114.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1134:					436.00	.00	
81	EVANS CONSTRUCTION INC	199464	TICKET #: 70182288- CONCRET	09/18/2019	1,266.56	.00	
81	EVANS CONSTRUCTION INC	199529	TICKET #: 740111320- CONTRA	09/19/2019	186.53	.00	
Total 81:					1,453.09	.00	
4294	FIRE SERVICES OF IDAHO	49046P	INSTALL DRY HEAD IN COOLE	08/28/2019	1,192.20	.00	
4294	FIRE SERVICES OF IDAHO	49293P	REPLACE HEAD: LABOR, MATE	08/28/2019	311.50	.00	
4294	FIRE SERVICES OF IDAHO	50061P	ANNUAL FIRE ALARM INSPECTI	09/19/2019	200.00	.00	
4294	FIRE SERVICES OF IDAHO	50062P	ANNUAL FIRE ALARM	09/19/2019	320.00	.00	
4294	FIRE SERVICES OF IDAHO	50064P	ANNUAL FIRE ALARM INSPECTI	09/19/2019	200.00	.00	
4294	FIRE SERVICES OF IDAHO	50066P	ANNUAL FIRE ALARM INSPECTI	09/19/2019	200.00	.00	
4294	FIRE SERVICES OF IDAHO	50067P	ANNUAL FIRE ALARM INSPECTI	09/19/2019	250.00	.00	
Total 4294:					2,673.70	.00	
3876	FITZGERALD, TODD	1383	CUT DOWN DOUGLAS FIR, CLE	09/25/2019	1,811.00	.00	
Total 3876:					1,811.00	.00	
4709	FLEETPRIDE	35493953	TOUGH COVER HYD, HOSE 1/2"	09/12/2019	366.10	.00	
4709	FLEETPRIDE	35495847	TOUGH COVER HYD	09/12/2019	313.80	.00	
Total 4709:					679.90	.00	
4777	FLYNN IRRIGATION, INC.	7518	TROUBLE SHOOT PUMP ISSUE	08/31/2019	1,974.00	.00	
4777	FLYNN IRRIGATION, INC.	7533	CHECK WATERING TIMES- LAB	09/20/2019	88.50	.00	
Total 4777:					2,062.50	.00	
6178	FORTRESS HOME IMPROVEME	431-352	NW STAIR TOWER ROOF REPA	09/11/2019	1,303.75	.00	
Total 6178:					1,303.75	.00	
3521	FRIENDS OF PATHWAYS	1176	START BIKE SEPT19	09/30/2019	7,816.00	.00	
Total 3521:					7,816.00	.00	
1022	GALLS INC.	013607942	TRI RELEASE LOCKING BUCKL	09/03/2019	134.25	.00	
Total 1022:					134.25	.00	
6464	GEITTMANN LARSON SWIFT LL	8225	TOJ VS EPSTEIN LITIGATION	09/10/2019	4,095.00	.00	
Total 6464:					4,095.00	.00	
6120	Global Ties Wyoming	091619	SOCIAL SERVICES GRANT	09/16/2019	4,120.00	.00	
Total 6120:					4,120.00	.00	
5009	GM SHEET METAL LLC	3466	PO#: LIGHT CANS- BROWN ME	08/28/2019	174.36	.00	
Total 5009:					174.36	.00	
6481	GOLDSTREET DESIGN AGENC	1934	CREATIVE- FOG MONSTER VID	09/27/2019	1,450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6481:					1,450.00	.00	
1609	GRAINGER	11625310	AMMONIA NITROGEN, NITRATE	09/06/2019	1,564.77	.00	
1609	GRAINGER	9267434877	CAR WASH BRUSH, EXT HAND	08/19/2019	150.70	.00	
Total 1609:					1,715.47	.00	
5734	GREENWAY PAINTING LLC	1119	EXTERIOR FINISHES- MATERIA	09/25/2019	5,032.07	.00	
5734	GREENWAY PAINTING LLC	1120	INTERIOR FINISHES- SECOND	09/25/2019	1,211.19	.00	
Total 5734:					6,243.26	.00	
5044	H&R ENTERPRISES	465	TOJ PARKA	09/16/2019	163.00	.00	
Total 5044:					163.00	.00	
4988	HD FOWLER COMPANY	I5272595	6" RUBBER REPAIR KIT, 6" SET	09/10/2019	1,513.00	.00	
Total 4988:					1,513.00	.00	
96	HIGH COUNTRY LINEN	0149653	MATS @ TOWN HALL	08/27/2019	215.50	.00	
96	HIGH COUNTRY LINEN	0152739	MATS @ SHELTER	09/11/2019	61.93	.00	
96	HIGH COUNTRY LINEN	0152744	BUILDING MAINT @ TOJ WAST	09/11/2019	86.57	.00	
96	HIGH COUNTRY LINEN	0152863	MATS @ START	09/11/2019	241.80	.00	
96	HIGH COUNTRY LINEN	0153681	BUILDING MAINT @ TOJ HOME	09/16/2019	7.50	.00	
96	HIGH COUNTRY LINEN	0154227	MATS @ START	09/18/2019	231.80	.00	
96	HIGH COUNTRY LINEN	0155081	BUILDING MAINT @ TOJ HOME	09/23/2019	25.31	.00	
96	HIGH COUNTRY LINEN	0155272	MATS @ TOWN HALL	09/24/2019	215.50	.00	
96	HIGH COUNTRY LINEN	0155450	MATS @ SHELTER	09/25/2019	61.93	.00	
96	HIGH COUNTRY LINEN	0156379	BUILDING MAINT @ TOJ HOME	09/30/2019	7.50	.00	
96	HIGH COUNTRY LINEN	S0150615	BUILDING MAINT @ TOJ REST	08/30/2019	383.75	.00	
96	HIGH COUNTRY LINEN	S0151442	GARBAGE CAN LINERS	09/11/2019	107.26	.00	
96	HIGH COUNTRY LINEN	S0152009	BUILDING MAINT @ TOJ REST	09/06/2019	204.75	.00	
96	HIGH COUNTRY LINEN	S0152619	BUILDING MAINT @ TOJ WAST	09/10/2019	39.80	.00	
96	HIGH COUNTRY LINEN	S0153194	BUILDING MAINT @ TC REC DE	09/12/2019	87.75	.00	
96	HIGH COUNTRY LINEN	S0153195	BUILDING MAINT @ TOJ REST	09/12/2019	293.25	.00	
96	HIGH COUNTRY LINEN	S0154038	BUILDING MAINT @ TOJ REST	09/17/2019	146.25	.00	
96	HIGH COUNTRY LINEN	S0154836	BUILDING MAINT @ TOJ REST	09/20/2019	212.00	.00	
96	HIGH COUNTRY LINEN	S0156161	BUILDING MAINT @ TOJ REST	09/27/2019	175.50	.00	
96	HIGH COUNTRY LINEN	S0156162	BUILDING MAINT @ TOJ REST	09/27/2019	93.00	.00	
96	HIGH COUNTRY LINEN	S0156953	KITCHEN TOWELS	10/02/2019	43.70	.00	
96	HIGH COUNTRY LINEN	S0156954	SUPPLIES	10/02/2019	132.75	.00	
Total 96:					3,075.10	.00	
6041	HOLE FOOD RESCUE	090319	FY SOCIAL SERVICE GRANT	09/03/2019	10,000.00	10,000.00	09/24/2019
Total 6041:					10,000.00	10,000.00	
5937	HURST, RON	090219	BOOTS	09/02/2019	100.00	.00	
Total 5937:					100.00	.00	
4044	IDAHO FALLS PETERBILT	517407	2XL ORANGE NITRILE	08/27/2019	30.56	.00	
Total 4044:					30.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
36	IDAHO STATE TAX COMMISSIO	092719	SEPTEMBER WITHHOLDINGS	09/27/2019	2,735.00	2,735.00	09/27/2019
36	IDAHO STATE TAX COMMISSIO	093019	PAYROLL DEDUCTIONS	09/27/2019	168.00	.00	
Total 36:					2,903.00	2,735.00	
4677	IDEXX DISTRIBUTION, INC.	3053061423	GAMMA IRRAD COLILERT, VES	09/09/2019	350.25	.00	
Total 4677:					350.25	.00	
5098	JACKSON ANIMAL HOSPITAL	27019	ANIMAL CARE	09/18/2019	17.00	.00	
5098	JACKSON ANIMAL HOSPITAL	27019	ANIMAL CARE	09/18/2019	165.66	.00	
5098	JACKSON ANIMAL HOSPITAL	27019	ANIMAL CARE	09/18/2019	70.50	.00	
5098	JACKSON ANIMAL HOSPITAL	27019	ANIMAL CARE	09/18/2019	70.50	.00	
5098	JACKSON ANIMAL HOSPITAL	27063	ANIMAL CARE	09/20/2019	90.40	.00	
Total 5098:					414.06	.00	
2	JACKSON CURBSIDE INC.	00027189	RECYCLING @ START	09/10/2019	405.00	.00	
2	JACKSON CURBSIDE INC.	00027200	TOWN HALL RECYCLING	09/10/2019	435.00	.00	
2	JACKSON CURBSIDE INC.	00027205	RECYCLING COLLECTION @ D	09/10/2019	1,335.00	.00	
Total 2:					2,175.00	.00	
258	JACKSON HOLE COMMUNITY C	757	1ST QUARTER	07/31/2019	25,000.00	.00	
Total 258:					25,000.00	.00	
67	JACKSON HOLE HISTORICAL S	091119	1ST QUARTER PAYMENT	09/11/2019	2,062.50	.00	
Total 67:					2,062.50	.00	
6474	JACKSON HOLE LAW, PC	1128	LEGAL SERVICES	09/30/2019	1,515.25	.00	
Total 6474:					1,515.25	.00	
131	JACKSON HOLE NEWS & GUID	100219VW	JH DAILY ADS VICTIM SERVICE	10/02/2019	300.00	.00	
131	JACKSON HOLE NEWS & GUID	273847	AD#342010	01/31/2018	115.20	.00	
131	JACKSON HOLE NEWS & GUID	291952	AD#359379	02/13/2019	216.48	.00	
131	JACKSON HOLE NEWS & GUID	301568	AD#369509	09/04/2019	100.20	.00	
131	JACKSON HOLE NEWS & GUID	301569	AD#369510	09/04/2019	96.03	.00	
131	JACKSON HOLE NEWS & GUID	301570	AD#369511	09/04/2019	91.85	.00	
131	JACKSON HOLE NEWS & GUID	301883	AD#369776	09/11/2019	208.70	.00	
131	JACKSON HOLE NEWS & GUID	301884	AD#369831	09/11/2019	58.45	.00	
131	JACKSON HOLE NEWS & GUID	301885	AD#369830	09/11/2019	684.70	.00	
131	JACKSON HOLE NEWS & GUID	301886	AD#369829	09/11/2019	192.05	.00	
131	JACKSON HOLE NEWS & GUID	301971	AD#369197- BID: ONLINE AUCTI	09/11/2019	162.84	.00	
131	JACKSON HOLE NEWS & GUID	301978	AD#369833	09/11/2019	29.23	.00	
131	JACKSON HOLE NEWS & GUID	302140	AD#369512- FPN: ASPEN HILL C	09/18/2019	125.25	.00	
131	JACKSON HOLE NEWS & GUID	302224	AD#370165	09/18/2019	25.05	.00	
131	JACKSON HOLE NEWS & GUID	302296	AD#370405	09/25/2019	732.60	.00	
131	JACKSON HOLE NEWS & GUID	302447	AD#370643	09/25/2019	513.53	.00	
131	JACKSON HOLE NEWS & GUID	302448	AD#370642	09/25/2019	208.75	.00	
131	JACKSON HOLE NEWS & GUID	302449	AD#369832- FPN: S.K. ESTATES	09/25/2019	87.69	.00	
131	JACKSON HOLE NEWS & GUID	302450	AD#370585	09/25/2019	133.22	.00	
131	JACKSON HOLE NEWS & GUID	302655	AD#369779	09/30/2019	481.60	.00	
131	JACKSON HOLE NEWS & GUID	302657	AD#369644	09/30/2019	451.68	.00	
131	JACKSON HOLE NEWS & GUID	302660	AD#370587	09/30/2016	399.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 131:					5,414.70	.00	
114	JACKSON LUMBER INC	00478418-001	SONO TUBE	08/13/2019	332.15	332.15	09/24/2019
114	JACKSON LUMBER INC	00480354-001	TORX, PHILLIPS 2" MILW POWE	08/19/2019	114.53	.00	
114	JACKSON LUMBER INC	00482502-001	TORX, LAG BOLT PLATED, FLA	08/26/2019	52.79	.00	
114	JACKSON LUMBER INC	00482640-001	2X6 FIR	08/26/2019	57.07	57.07	09/24/2019
114	JACKSON LUMBER INC	00483184-001	2X6 FIR	08/27/2019	25.20	25.20	09/24/2019
114	JACKSON LUMBER INC	00483305-001	ARAURCO AC PLYWOOD	08/28/2019	67.55	67.55	09/24/2019
114	JACKSON LUMBER INC	00483876-001	WOLMANIZED	08/29/2019	101.06	.00	
114	JACKSON LUMBER INC	00484647-001	TORX	09/03/2019	105.19	105.19	09/24/2019
114	JACKSON LUMBER INC	00485237-001	SELECT DTRUCTURAL KD FIR	09/04/2019	116.64	116.64	09/24/2019
114	JACKSON LUMBER INC	00485637-001	SELECT DTRUCTURAL KD FIR	09/05/2019	87.48	87.48	09/24/2019
114	JACKSON LUMBER INC	00493150-001	STAKES	09/27/2019	13.95	.00	
Total 114:					1,073.61	791.28	
123	JIM & GREG THE LOCKSMITHS	47911	KEYs	08/23/2019	10.00	.00	
Total 123:					10.00	.00	
139	JORGENSEN ASSOCIATES, PC	42624	PLAT REVIEW ASPEN HILLS	08/29/2019	245.00	245.00	09/24/2019
139	JORGENSEN ASSOCIATES, PC	43028	PLAT REVIEW KUDAR FLATS	08/05/2019	595.00	595.00	09/24/2019
139	JORGENSEN ASSOCIATES, PC	43125	PROJ: 17413- TOJ/ SNOW KING	09/04/2019	595.00	.00	
139	JORGENSEN ASSOCIATES, PC	43266	PROJ: 18063- TOJ/CACHE CRE	09/20/2019	43,249.59	.00	
Total 139:					44,684.59	840.00	
2485	KENWORTH SALES COMPANY	IDFIN3515216	WORKLAMP: LED, SPOT BEAM,	09/25/2019	776.00	.00	
Total 2485:					776.00	.00	
2859	LEADERSHIP JACKSON HOLE	PO4933	LEADERSHIP JH 2019 TRAPHA	08/26/2019	400.00	.00	
Total 2859:					400.00	.00	
5691	LEPCO	32891	SERVICE REQUEST- PHOTO E	09/04/2019	780.60	.00	
Total 5691:					780.60	.00	
6527	LEXBE INC	13533R	LEP FLEX PLAN	08/31/2019	525.00	.00	
Total 6527:					525.00	.00	
671	LINCOLN NATIONAL LIFE	107747 1019	October premium 107747	09/13/2019	5,771.75	5,771.75	09/25/2019
Total 671:					5,771.75	5,771.75	
6487	LOGANSIMPSON	24884	JACKSON GROWTH PLAN	08/30/2019	16,090.54	.00	
Total 6487:					16,090.54	.00	
6526	LSC TRANSPORTATION CONS	57086	START ROUTING PLAN 2020-20	08/21/2019	10,282.36	.00	
6526	LSC TRANSPORTATION CONS	57218	START ROUTING PLAN	08/29/2019	6,366.42	.00	
6526	LSC TRANSPORTATION CONS	57352	START ROUTING PLAN 2020-20	09/12/2019	19,672.24	.00	
Total 6526:					36,321.02	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
677	MACY'S SERVICES	31126	SEWER JET OUTSIDE CLEAN O	08/31/2019	740.00	.00	
Total 677:					740.00	.00	
4338	MAILFINANCE	N7926983	POSTAGE	09/22/2019	468.69	.00	
Total 4338:					468.69	.00	
6518	MARTINEZ, LUCELY	092519	BAIL REFUND CASE 19-01-0366	09/25/2019	500.00	500.00	09/25/2019
Total 6518:					500.00	500.00	
5423	MEDORA CORPORATION	81215	ANTENNA 900 MHZ, RPSMA, RI	08/30/2019	272.50	.00	
Total 5423:					272.50	.00	
5387	MIKE'S WELDING INC	11742	1.5 PIPE SCHEDULE 40	09/10/2019	13.20	.00	
Total 5387:					13.20	.00	
3932	MILLER SANITATION	14438	CITY CANS 74 FOR SEPTEMBE	08/29/2019	7,770.00	.00	
3932	MILLER SANITATION	14439	START BUS ROUTE FOR 10 CA	08/29/2019	420.00	.00	
Total 3932:					8,190.00	.00	
4817	MOUNTAIN ELECTRICAL	471	JOB #: 471- REPLACE TIMER F	08/15/2019	146.94	.00	
4817	MOUNTAIN ELECTRICAL	475	JOB #: 475- INVESTIGATE AND	08/20/2019	297.48	.00	
Total 4817:					444.42	.00	
4776	MOUNTAIN STATES LIGHTING	9692	FIXTURE W/F30 ADAPTOR FOR	09/19/2019	2,975.00	.00	
Total 4776:					2,975.00	.00	
257	NAPA AUTO PARTS INC.	875137	CORE DEPOSIT	09/12/2019	174.01	.00	
257	NAPA AUTO PARTS INC.	875159	BATTERY BOX	09/12/2019	13.59	.00	
257	NAPA AUTO PARTS INC.	877435	STRWHLCV BARPUGRP	09/23/2019	14.99	.00	
257	NAPA AUTO PARTS INC.	877947	ATC-40 FUSE & ATC-5 FUSE	09/25/2019	6.04	.00	
Total 257:					208.63	.00	
187	NELSON ENGINEERING	50713	PROJ: 17-142-04 ASPEN HILL C	09/26/2019	172.00	.00	
Total 187:					172.00	.00	
5870	ONE 22, INC.	093019	SOCIAL SERVICE REQUEST	09/30/2019	37,500.00	.00	
5870	ONE 22, INC.	4308	TRANSLATION SERVICES	08/14/2019	60.00	.00	
Total 5870:					37,560.00	.00	
6440	OPS STRATEGIES	19035	BUILD GRANT	07/12/2019	2,625.00	.00	
6440	OPS STRATEGIES	19042	PROJECT 19-32 HISTORICAL S	08/20/2019	787.50	.00	
Total 6440:					3,412.50	.00	
6514	Option One	091619	RELEASE BOND B19-0479 600	09/16/2019	4,000.00	4,000.00	09/16/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6514:					4,000.00	4,000.00	
226	O'RYAN CLEANERS	090119	DRY CLEANING	09/01/2019	125.20	.00	
Total 226:					125.20	.00	
5026	PELLETIER, CARL	071019	void check #127	07/10/2019	474.05	474.05	10/02/2019
Total 5026:					474.05	474.05	
5707	PERFORM PRINTING INC	P 1091	BUSINESS CARDS	09/04/2019	383.10	.00	
Total 5707:					383.10	.00	
4371	PROFORCE LAW ENFORCEME	387442	9MM PST	09/16/2019	409.00	.00	
Total 4371:					409.00	.00	
6234	RAAB, THOMAS	100119	PATROL BOOTS	10/01/2019	100.00	.00	
Total 6234:					100.00	.00	
6507	RECTOR, JAMES	091719	BUD BOLLER BRONZE FINAL P	09/17/2019	2,000.00	.00	
Total 6507:					2,000.00	.00	
4198	RESPOND FIRST AID SYSTEMS	137961	FIRST AID KIT SUPPLIES	09/24/2019	80.20	.00	
4198	RESPOND FIRST AID SYSTEMS	193893	FIRST AID KIT SUPPLIES @ PU	09/25/2019	356.34	.00	
Total 4198:					436.54	.00	
1430	ROBINSON, ROXANNE DEVRIE	092719	REIMBURSE FOR COFFEE	09/24/2019	16.00	.00	
Total 1430:					16.00	.00	
6473	ROGERS, ROBERT	092619	REIMB DOT PHYSICAL	09/26/2019	140.00	.00	
Total 6473:					140.00	.00	
4125	ROSS CONCRETE CONST LLC	091719	PROJ: KING/SNOW KING AVE A	09/17/2019	810.00	.00	
4125	ROSS CONCRETE CONST LLC	091819	PROJ: POWDERHORN RESTRO	09/18/2019	1,417.50	.00	
4125	ROSS CONCRETE CONST LLC	092419	PROJ: TOWN SQUARE HANDIC	09/24/2019	270.00	.00	
4125	ROSS CONCRETE CONST LLC	100119	PROJ: SIGNS- MAKE SIGN HOL	10/01/2019	225.00	.00	
Total 4125:					2,722.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	1317822	MOWING HOURLY RATE	09/30/2019	76.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1317826	REGULAR MOWING, TRIMMING	09/30/2019	488.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1317828	REGULAR MOWING, TRIMMING	09/30/2019	466.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1317965	REGULAR MOWING, TRIMMING	09/30/2019	81.25	.00	
Total 5812:					1,111.25	.00	
13	SAFETY SUPPLY & SIGN CO., I	169736	NO CAMOING OR OVERNIGHT	08/05/2019	658.38	.00	
Total 13:					658.38	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2669	SAFETY-KLEEN SYSTEMS, INC.	80680371	SERVICE FEE	08/16/2019	289.23	.00	
Total 2669:					289.23	.00	
5111	SCHMILLEN, SCOTT	01887	FIXTURE CLEANING @ 675 E H	08/16/2019	300.00	.00	
5111	SCHMILLEN, SCOTT	01889	FIXTURE CLEANING @ ICE RIN	08/28/2019	1,045.00	.00	
5111	SCHMILLEN, SCOTT	01890	FIXTURE CLEANING @ PARKIN	08/27/2019	237.50	.00	
5111	SCHMILLEN, SCOTT	01891	FIXTURE CLEANING @ DELON	08/27/2019	237.50	.00	
5111	SCHMILLEN, SCOTT	01892	FIXTURE CLEANING @ MILLER	08/29/2019	190.00	.00	
5111	SCHMILLEN, SCOTT	01893	FIXTURE CLEANING @ HOME R	08/29/2019	522.50	.00	
Total 5111:					2,532.50	.00	
6459	SERVPRO OF IDAHO FALLS	471254	ASBESTOS TESTING	09/12/2019	150.00	.00	
Total 6459:					150.00	.00	
4548	SILVER CREEK SUPPLY	S2039640.001	BLUE MONSTER SCRUBBIING	08/08/2019	39.34	.00	
Total 4548:					39.34	.00	
5632	SNAKE RIVER MEP COMPLETE,	3736	PROJ: PUBLIC WORKS MECHA	07/24/2019	12,750.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	3740	PROJ: SNOW KING EVENT CEN	09/12/2019	15,015.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	3842	PROJ: TOJ MISC SERVICE WO	09/12/2019	1,149.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	3871	PROJ: PUBLIC WORKS EXTRAS	09/13/2019	5,009.50	.00	
Total 5632:					33,923.50	.00	
4699	SNAKE RIVER ROASTING	621003	COFFEE	09/11/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	621192	COFFEE- MAIN PW SHOP	09/18/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	621305	COFFEE	09/25/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	621326	COFFEE	09/24/2019	101.75	.00	
4699	SNAKE RIVER ROASTING	621346	COFFEE	09/30/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	621516	COFFEE	10/02/2019	53.30	.00	
Total 4699:					348.85	.00	
4931	SNOW KING HOTEL	226404	LUNCH MEETING	09/19/2019	174.60	.00	
Total 4931:					174.60	.00	
1505	SPRING CREEK ANIMAL HOSPI	624969718/	ANIMAL CARE CIGY	09/04/2019	557.30	.00	
1505	SPRING CREEK ANIMAL HOSPI	624970122	DOG FOOD SULLY	09/10/2019	79.98	.00	
1505	SPRING CREEK ANIMAL HOSPI	624971171	MEDS CIGY	09/27/2019	178.98	.00	
Total 1505:					816.26	.00	
241	ST JOHN'S HOSPITAL	091919	RELEASE LANDSCAPING BON	09/19/2019	38,562.50	38,562.50	09/19/2019
241	ST JOHN'S HOSPITAL	101119	CHEM & LAB	01/01/2019	260.00	.00	
Total 241:					38,822.50	38,562.50	
6272	STEPHENS, JAHTON	092619	REIMB DOT PHYSICAL	09/26/2019	100.00	.00	
Total 6272:					100.00	.00	
6165	STEPHENS, SAM	092619	REIMBURSTMENT FOR BREAK	09/26/2019	7.42	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6165:					7.42	.00	
1054	SUNRISE ENVIRONMENTAL	101574	SUMMIT, DERMI-GEL PINTS, Q	09/04/2019	476.48	.00	
1054	SUNRISE ENVIRONMENTAL	101586	PACEMAKER	09/04/2019	165.04	.00	
Total 1054:					641.52	.00	
1443	TETON COUNTY CLERK	100119	HOUSING AUTHORITY OPERAT	10/01/2019	21,527.00	.00	
1443	TETON COUNTY CLERK	100119B	OCT19 PARK AND REC OPERA	10/01/2019	133,068.50	.00	
Total 1443:					154,595.50	.00	
55	TETON COUNTY SHERIFF'S-JAI	549	SEPT19 INMATES	10/01/2019	1,872.00	.00	
Total 55:					1,872.00	.00	
996	TETON COUNTY SPECIAL FIRE	093019	SEPT19 SPECIAL FIRE FUND	09/30/2019	37,410.15	.00	
996	TETON COUNTY SPECIAL FIRE	100119	SPERCIAL FIRE CAPITAL SEPT	10/01/2019	6,833.85	.00	
996	TETON COUNTY SPECIAL FIRE	100119A	OCT19 FIRE EMS OPERATIONS	10/01/2019	128,274.00	.00	
Total 996:					172,518.00	.00	
342	TETON COUNTY WEED & PEST	100119	WINTER RENTAL	10/01/2019	19,500.00	.00	
Total 342:					19,500.00	.00	
1614	TETON COUNTY-FUND 10	093019	SEPT PATHWAYS	09/30/2019	4,779.40	.00	
1614	TETON COUNTY-FUND 10	093019A	SEPTEMBER KRISTI MALONE	09/30/2019	3,802.98	.00	
1614	TETON COUNTY-FUND 10	100119	SEPT19 DISPATCH	10/01/2019	17,255.76	.00	
Total 1614:					25,838.14	.00	
166	TETON COUNTY-FUND 19	100119	SEPT 2019 PARKS AND REC CA	10/01/2019	25,909.96	.00	
Total 166:					25,909.96	.00	
4597	TETON LOCKSMITH INC	9400	LOCK CHANGE	09/21/2019	150.00	.00	
Total 4597:					150.00	.00	
5895	TETON MOUNTAIN RANCH	4678	STREET SWEEPINGS FOR AUG	09/06/2019	350.00	.00	
Total 5895:					350.00	.00	
154	THE CHILDREN'S LEARNING C	082719	1ST QUARTER PAYMENT	08/27/2019	25,350.00	.00	
Total 154:					25,350.00	.00	
3955	THOMSON WEST	840863029	MONTHLY CHARGES	09/01/2019	796.81	.00	
3955	THOMSON WEST	840863029	MONTHLY CHARGES	09/01/2019	398.40	.00	
Total 3955:					1,195.21	.00	
70	THYSSEN KRUPP ELEVATOR C	3004806219	GOLD- FULL MAINTENANCE SE	09/01/2019	297.86	.00	
Total 70:					297.86	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5328	TIMBER RIDGE ACADEMY	092619	void check #7138 release bond	09/26/2019	12,337.50	12,337.50	09/26/2019
Total 5328:					12,337.50	12,337.50	
5038	TREFONAS LAW, P.C.	091919	LEGAL SERVICES	09/19/2019	172.80	.00	
Total 5038:					172.80	.00	
6529	TRZCINSKI REVOCABLE FAMIL	100319	REFUND SEWER ON 1171 MEL	10/03/2019	101.37	.00	
Total 6529:					101.37	.00	
3527	UPS	0000129VW43	SHIPPING CHARGE-POLICE	09/07/2019	11.14	.00	
Total 3527:					11.14	.00	
706	USA BLUE BOOK	999674	WHEELER REX RATCHET WRE	09/04/2019	51.48	.00	
Total 706:					51.48	.00	
3420	VISA	091819	VISA BILL	08/23/2019	20,646.58	20,646.58	09/18/2019
Total 3420:					20,646.58	20,646.58	
4893	VWR INTERNATIONAL LLC	8087531115	CYLINDER CORNING, FRT	09/05/2019	98.61	.00	
4893	VWR INTERNATIONAL LLC	8087541813	CYLINDR PYREX 250X2ML SNG	09/06/2019	82.24	.00	
4893	VWR INTERNATIONAL LLC	8087541814	CYLINDER PYREX, FRT	09/06/2019	60.84	.00	
4893	VWR INTERNATIONAL LLC	8087541815	VWR DISH CRINKLE, FRT	09/06/2019	24.47	.00	
Total 4893:					266.16	.00	
6086	WATER WERKS, INC	2387	PROJ: PUBLIC WORKS- STREE	09/30/2019	233.90	.00	
6086	WATER WERKS, INC	2388	PROJ: DELONEY RESTROOMS-	09/30/2019	200.79	.00	
6086	WATER WERKS, INC	2389	PROJ: PARKING GARAGE- TRO	09/30/2019	677.26	.00	
Total 6086:					1,111.95	.00	
244	WATTS STEAM STORE ROCKY	73298	FXF STEEL, BUSHING, QUICK C	09/06/2019	414.50	.00	
Total 244:					414.50	.00	
6044	WESTERN MUNICIPAL CONST	091019	CACHE CREEK TUBE PHASE 2	09/10/2019	327,840.39	327,840.39	09/24/2019
Total 6044:					327,840.39	327,840.39	
1640	WESTERN STATE	IN001054419	SALE OF TRAINING CARDS TO	08/07/2019	300.00	.00	
Total 1640:					300.00	.00	
472	WHITE GLOVE CLEANING, INC.	4138	START SHELTER CLEANING AU	08/31/2019	1,584.93	.00	
Total 472:					1,584.93	.00	
6523	WHITE, AMANDA	093019	REIMBURSE FOR BOOTS	09/30/2019	99.95	.00	
Total 6523:					99.95	.00	
5489	WRENCH IT PLUMBING & HEAT	6100	INSTALL NEW EXTERIOR HOSE	09/22/2019	676.01	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5489	WRENCH IT PLUMBING & HEAT	6101	REPAIR LOOSE TOILET @ DEL	09/22/2019	646.36	.00	
5489	WRENCH IT PLUMBING & HEAT	6102	MONTHLY CHECK WALK THRO	09/22/2019	142.50	.00	
5489	WRENCH IT PLUMBING & HEAT	6156	LABOR- REPAIR MEN'S URINAL	09/23/2019	95.00	.00	
Total 5489:					1,559.87	.00	
3619	WY CHILD SUPPORT ENFORCE	092219	case #209790 GALLEGHER	09/22/2019	146.76	146.76	09/26/2019
3619	WY CHILD SUPPORT ENFORCE	092219	case#230073 CORONA	09/22/2019	745.50	745.50	09/26/2019
Total 3619:					892.26	892.26	
504	WYDOT	100319	TRANSFER - CITY 1398	10/03/2019	2.00	.00	
Total 504:					2.00	.00	
2547	WYOMING FINANCIAL INSUAN	LIND	ELIGIBILITY NOTICES	09/16/2019	91.85	.00	
Total 2547:					91.85	.00	
5788	WYOMING GARAGE DOOR, LLC	2107	PROJ: PUBLIC WORKS- SERVIC	07/12/2019	582.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2139	PROJ: PUBLIC WORKS- SERVIC	08/01/2019	291.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2140	PROJ: START BUS BARN- SERV	07/22/2019	237.50	.00	
5788	WYOMING GARAGE DOOR, LLC	2141	PROJ: START BUS BARN- SERV	09/04/2019	190.00	.00	
Total 5788:					1,300.50	.00	
406	WYOMING LAW ENFORCEMEN	S-11024	CORONER BASIC TRAINING JO	06/30/2019	435.00	.00	
Total 406:					435.00	.00	
3767	XYLEM CCI	799192	KCI SOLUTION	09/11/2019	140.00	.00	
3767	XYLEM CCI	799192	KCI SOLUTION	09/11/2019	140.00	.00	
Total 3767:					280.00	.00	
2842	YELLOW IRON EXCAVATION, L	39592	TRASH REMOVAL @ SHELTER	08/31/2019	150.00	.00	
2842	YELLOW IRON EXCAVATION, L	39593	TRASH REMOVAL SEPTEMBER	08/31/2019	160.00	.00	
2842	YELLOW IRON EXCAVATION, L	39594	TRASH REMOVAL SEPTEMBER	08/31/2019	260.00	.00	
2842	YELLOW IRON EXCAVATION, L	39595	TRASH REMOVAL @ START BU	08/31/2019	160.00	.00	
Total 2842:					730.00	.00	
633	YELLOWSTONE-TETON CLEAN	091119	2020 SOCIAL SERVICES CONT	09/11/2019	4,000.00	.00	
Total 633:					4,000.00	.00	
Grand Totals:					1,267,725.12	439,798.63	

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.

TOWN OF JACKSON VISA BILLS

ADMINISTRATION			
Pilot	14.01		
conoco	31.38		
united airlines	464.00		
Mountain Towns Summit	266.85	$	776.24
ANIMAL SHELTER/CONTROL			
staples	151.48		
kmart	40.05		
kmart	75.58		
amazon	119.94		
amazon	97.35		
amazon	55.98		
sams club	13.76		
sams club	158.23		
revival animal health	244.87	$	957.24
FLEET SHOP			
AMAZON	53.70		
AMAZON	17.98		
AMAZON	16.82		
STAPLES	33.64	$	122.14
INFORMATION TECHNOLOGY			
Garmin Services	63.95		
J2 metrofax	7.95		
concrete 5	90.00		
maverick	26.70		
AMAZON	78.99		
Jam Software	114.30		
Dropbox	1,000.00		
urban armor gear	189.75		
noregon systems	800.00		
GHOSTERY PLUS	2.00		
paypal	1,802.53		
IPHONE	64.50		
IPHONE	64.50		
DISH NETWORK	123.67	$	4,428.84
MAYOR & TOWN COUNCIL			
snow king resort	350.00		
Mountain Towns Summit	1,867.95		
picas	74.32	$	2,292.27
PERSONNEL/TOWN CLERK			
united airlines	464.00		
discount mugs	(435.13)		
4imprint	309.28		
sidewinders	46.17		
sidewinders	32.38	$	416.70
PLANNING			
staples	50.30		
Snow King Resort	(74.27)		
staples	22.78		
WPY Drafting supplies	82.90	$	81.71
POLICE - INVESTIGATIONS			
exxon	24.15		
gills good	13.00		
evident	171.85	$	209.00
POLICE - PATROL			
Marriot	957.77		
Marriot	69.64		
arby's	13.41		
exxon	34.10		
cke phillys	52.89		
arby's	7.22		
exxon	28.00		
Crossroads	40.44		
wendy's	7.86		
Texas Roadhouse	18.74		
Sherri's	11.95		
Sanfords	26.97		
Cottage Café	15.55		
conoco	7.65		
Hilton Inn	344.73		
Crossroads	29.60		

shuttle express	70.00		
lacp	370.00		
delta	434.00		
Roy's	29.35		
flower child	18.83		
National Car Rental	588.83		
revgear sports	602.52		
Taco Bell	10.97		
comfort inn	798.24		
mcminnville or	13.51		
panda express	8.20		
ihop	20.00		
mcdonalds	7.57		
Taco Bell	6.99		
oven and shaker	25.00		
mcdonalds	9.24		
bombay wala	9.98		
delta	30.00		
paradies	8.62		
7-eleven	42.38		
priceline	570.58		
pilot	7.12		
shell	62.42	$	5,410.87
POLICE - ADMINISTRATION			
greyhound lines	543.00		
albertsons	37.23		
itunes	41.42		
albertsons	115.95	$	737.60
POLICE SPECIAL OPERATIONS			
clock	350.00	$	350.00
PUBLIC WORKS			
AMAZON	119.00		
Mountain Towns Summit	266.85		
STAPLES	59.35	$	445.20
START			
coolworks	149.00		
maverick	44.93		
boise Co-op	16.03		
Riverside hotel	454.79		
Staples	96.84		
travel	462.19		
OLIVE GARDEN	38.00		
CREEKSIDE	57.92		
Amazon	84.47		
Amazon	14.81		
CREEKSIDE	66.76		
SIDEWINDERS	69.36	$	1,555.10
TOWN ATTORNEY			
Hatch	91.76		
Mountain Towns Summit	266.85	$	358.61
TOWN ENGINEER			
Pica's	72.14	$	72.14
TOWN-WIDE SERVICES			
sound cloud	101.99		
national league of cities	1,172.00		
albertsons	22.26		
usps	8.65	$	1,304.90
VICTIM SERVICES			
Jackson Lumber	348.63		
Coca Cola	40.10		
Staples	57.69	$	446.42
WATER DEPARTMENT			
Office of Water Programs	168.00		
Working person store	107.30		
Working person store	107.30		
Target Solutions	299.00	$	681.60
VISA ALLOCATION		$	(20,646.58)

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

MEETING DATE: OCTOBER 7, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Off Square Theatre Company Presents A Chorus Line

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at:

105 Buffalo Way, Albertsons during:
October 20, 2019 to October 26, 2019

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for Off Square Theatre Company, A Chorus Line may be installed at:
   105 Buffalo Way, Albertsons during:
   October 20, 2019 to October 26, 2019

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Off Square Theater Company subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

Please go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: A Chorus Line

Physical Address of Event: 240 S. Glenwood Jackson, WY 83001

Description of Event: Off Square Theatre Company presents the classic musical in the Black Box at Center for the Arts.

Grand Opening _____ Yes X No _____

EVENT SPONSOR/APPLICANT: Name: Lauren Owens c/o Off Square Theatre Co

Mailing Address: PO Box 2920 Jackson WY

Phone: 307-733-3021

ZIP: 83001

E-mail: lauren@offsquare.org

Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertson's

Physical Address: 105 Buffalo Way, Jackson, WY 83001

Dates of Display: 10/20/19 - 10/26/19

Consent from Owner Obtained? Yes X No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Authorized Event Applicant

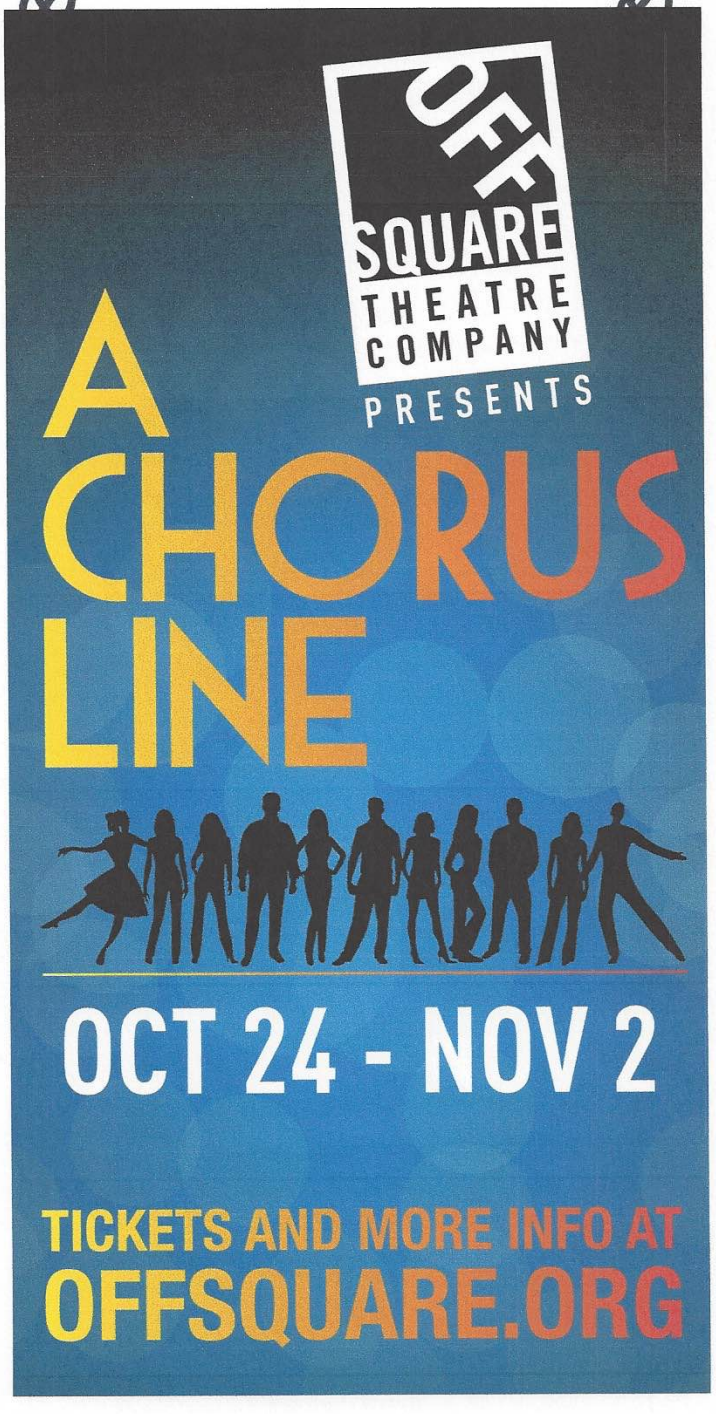
9/18/19
Date

Lauren Owens
Applicant Name Printed

Managing Producer
Title

6×12 ft Banner (vinyl)

(hang)



TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

MEETING DATE: October 7, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Science Speaker Series

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at:

105 Buffalo Way, Albertsons during:
February 25, 2020 to February 29, 2020
And
March 15, 2020 to March 21, 2020

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for Wyoming Star Gazing may be installed at:
   105 Buffalo Way, Albertsons during:
   February 25, 2020 to February 29, 2020
   And
   March 15, 2020 to March 21, 2020

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Wyoming Star Gazing subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

Please go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Science Speaker Series Physical Address of Event: 265 S. Cache St

Description of Event: Experts in Aerospace/Star Lore/Astrophotography present talks

Grand Opening ____ Yes X No ____

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 9584, Jackson, WY 83002 Phone: 844-996-7827

E-mail: anne.marie@wyomingstargazing.org ZIP: 83002

Non-Profit: X For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertsons	Business/Description:
Physical Address: 105 Buffalo Way	Physical Address:
Dates of Display: 2/25-29 & 3/15-21	Dates of Display:
Consent from Owner Obtained? Yes X No ____	Consent from Owner Obtained? Yes ____ No ____
Business/Description:	Business/Description:
Physical Address:	Physical Address:
Dates of Display:	Dates of Display:
Consent from Owner Obtained? Yes ____ No ____	Consent from Owner Obtained? Yes ____ No ____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ____ No X Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Anne Marie Wells — 9/19/19

Signature of Authorized Event Applicant — Date

Anne Marie Wells — Executive Director

Applicant Name Printed — Title

WYOMING
STARGAZING

The World Above THE TETONS

Science Speaker Series

September 8 & 29
October 20
November 9

1-844-WYO-STAR

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

MEETING DATE: October 7, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Holiday Poinsettia Sale

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at:

862 W. Broadway Ave, Gun Barrel Restaurant during:
October 15, 2020 to November 14, 2020

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for Holiday Poinsettia Sale may be installed at:
   862 W. Broadway Ave, Gun Barrel Restaurant during:
   October 15, 2020 to November 14, 2020

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Teton Habitat subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

EVENT NAME:

Event Name: Holiday Poinsettia Sale Physical Address of Event: 850 W. Broadway

Description of Event: Fundraising Plant Sale

Grand Opening ____ Yes X No

EVENT SPONSOR/APPLICANT:

Name: Elizabeth Ferguson Phone: 307-734-0828 ext. 102

Mailing Address: P.O. Box 4194 Jackson, WY ~~83001~~ ZIP: 83001

E-mail: elizabeth@tetonhabitat.org Non-Profit: ✓ For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Gun Barrel	Business/Description:
Physical Address: 862 W. Broadway	Physical Address:
Dates of Display: October 15 - November 14	Dates of Display:
Consent from Owner Obtained? Yes ✓ No___	Consent from Owner Obtained? Yes___ No___
Business/Description:	Business/Description:
Physical Address:	Physical Address:
Dates of Display:	Dates of Display:
Consent from Owner Obtained? Yes___ No___	Consent from Owner Obtained? Yes___ No___

SUBMITTAL REQUIREMENTS. **Have you attached the following? Please circle.**

(Yes) / No Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

(Yes) / No Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Elizabeth Ferguson
Signature of Authorized Event Applicant

9/25/19
Date

Elizabeth Ferguson
Applicant Name Printed

Community Engagement Manager
Title

Habitat for Humanity®
of the Greater Teton Area

Holiday Poinsettia Sale

ORDER NOW

www.tetonhabitat.org | 307-734-0828 ext. 101

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING **PRESENTER**: PAUL ANTHONY

MEETING DATE: October 7, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Jackson's Got Talent

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at:

105 Buffalo Way, Albertson's during:
October 8, 2020 to October 12, 2020

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for Jackson's Got Talent may be installed at:
   105 Buffalo Way, Albertson's during:
   October 8, 2020 to October 12, 2020

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Teton Literacy Center subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

Please go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Jackson's Got Talent Physical Address of Event: _____

Description of Event: Community talent show benefiting Teton Literacy center

Grand Opening _____ Yes _____ No X

EVENT SPONSOR/APPLICANT: Name: Teton Literacy Center

Mailing Address: PO Box 465 Phone: 307-733-9242

E-mail: Jackson ZIP: 83001

laura@tetonliteracy.org Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertson's

Physical Address: 105 Buffalo Way

Dates of Display: Oct 8 - Oct 12

Consent from Owner Obtained? Yes X No___

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ____ No ____ N/A Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Laura Botta
Signature of Authorized Event Applicant

10/1/19
Date

Laura Botta
Applicant Name Printed

Executive Director
Title

JACKSON'S got Talent

GOT TALENT?
GET ON STAGE, APPLY TODAY!
WWW.JACKSONSGOTTALENT.ORG

BENEFITING TETON LITERACY CENTER

Teton Literacy Center
100% Literate Community

The material for the banner is vinyl scrim material.
The dimensions are 12x14.
Please see previous page for banner design.
It will hang at Albertsons and has been approved to hang.

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: TRANSIT (START) **PRESENTER**: Darren Brugmann

MEETING DATE: October 7, 2019

SUBJECT: **Contract with Proterra for Electric Buses and Chargers**

STATEMENT/PURPOSE

The purpose of this item is to obtain Council authorization for the manufacture and delivery of eight (8) Forty-Foot Catalyst Battery Electric "Zero Emissions" Buses (replacement buses), and Nine (9) Depot Charging Station(s) with Proterra Inc, a Delaware corporation, with its principal place of business 1815 Rollins Road, Burlingame, CA 94010. The question of the battery lease to operate the buses annually will be before council at a later time.

BACKGROUND/ALTERNATIVES

This vision for sustainable mobility is critical to the community because of the inextricable link between environmental stewardship and the region's economic viability. Jackson's economy is largely dependent on tourism, and the singular element that attracts visitors here and distinguishes Jackson Hole from all other areas in the country is the unsurpassed quality of its ecosystem. The community has set a vision for the transportation system that ensures the preservation of the area's natural resources and in turn benefits the economic health of the entire region.

These zero emission buses will replace standard diesel powered vehicles that have been removed from service and de-commissioned. By replacing diesel powered vehicles with 100% electric powered, START will be providing reduced fuel emission fleet for the area's transit service that will allow the system to grow to meet the increasing demand for transit and reduce annual operating and maintenance costs. Improving the region's transit service will promote job creation and access to jobs, and will connect people to national parks and other cultural and recreation destinations. This will increase the economic competitiveness of the entire region by attracting more visitors to the Greater Yellowstone area and making travel more affordable for everyone.

The Transit Director applied for Federal Assistance to purchase zero emission (electric) buses in early 2018 to make this project possible. The Low- or No-Emission (Low-No) Grant program, which funds the deployment of transit buses and infrastructure that use advanced propulsion technologies allows for Communities across America to benefit from these investments in their transportation infrastructure. Eligible projects include the purchase of buses that are powered by modern systems such as hybrid or battery electric engines, as well as related infrastructure investments such as charging stations. On August 24, 2018, FTA announced the selection of 52 projects in 41 states, including START.

Proterra was selected as our partner of choice. In 2018 Proterra was awarded more than $35 million in funding for battery-electric buses and charging infrastructure, reinforcing Proterra's position as transit agency partner of choice. This includes 18 new partners for Proterra, including START and 5 repeat customers, expanding Proterra's footprint to more than 90 communities in 39 U.S. states and 2 Canadian provinces.

The project will help forward this ethic of conservation and stewardship through three basic strategies to increase the overall efficiency of the transportation system in a highly environmentally sustainable manner.

1) Reduce fuel use and carbon emissions by START operations
2) Reduce automobile trips in general
3) Increase fuel efficiency

COMPREHENSIVE PLAN ALIGNMENT

Common Value 1 - Ecosystem Stewardship

Section 2: Climate Sustainability through Energy Conservation

Principle 2.1: Reduce consumption of non-renewable energy

Principle 2.3: Reduce Energy consumption through transportation

Integrated Transportation Plan (ITP) – Meets Goals of Section 7 – Multimodal Transportation

STAKEHOLDER ANALYSIS

The START Board is committed to reducing emissions from the transportation sector and improving air quality in Teton County, through the introduction of zero emission electric buses to the START bus fleet. On June 14, 2018 the START Board formally committed to sharing the Jackson/Teton County Comprehensive Plan Value of ecosystem stewardship by supporting Section 2 of the plan as noted below in the Comprehensive Plan Alignment section of this staff report. A copy of the resolution is attached to this staff report.

The entire Jackson Hole community will benefit from continued public transportation now powered by zero emission vehicles.

FISCAL IMPACT

PROJECT BUDGET						
		Unit Cost	**Units**	**Total Cost**		
	Bus Cost (w/o Batteries)	$633,850	8	$5,070,800		
	Chargers	$61,000	9	$549,000		
	TOTAL			$5,619,800		
SOURCES OF FUNDING						
				Total		**% of Total**
FTA	Low-No Bus Federal			$ 2,290,000		40.7%
FTA	5339 Capital			$1,880,000		33.5%
WYDOT	SLIB			$457,460		8.1%
				$ 4,627,460		82.3%
Local	Town, County, 2010SPET			$992,340		17.7%
	Totals			$ 5,619,800		100%

STAFF IMPACT

Execution of the contract agreement will involve the Transit Director with assistance from Town Legal and Public Works department up to the time all equipment is delivered.

LEGAL REVIEW

The Town Attorney has worked directly with Transit Director and Proterra in review of the contract agreement.

ATTACHMENTS

Contract Agreement with Proterra, Inc.
START Board Resolution – June 2018

RECOMMENDATION

Staff recommends contract agreement approval to issue a notice to proceed for the purchase of 8 Buses and 9 Charging units. Delivery of buses is expected in the 1st quarter of 2020.

SUGGESTED MOTION

I move to approve the contract agreement with Proterra, Inc. for the purchase of 8 Electric "Zero Emission" buses and 9 Charging units.

Contract No. ___

TOWN OF JACKSON / SOUTHERN TETON AREA RAPID TRANSIT

AND

PROTERRA INC

Purchase and Sale of Eight 40-Foot Battery Electric Buses and Nine Associated Charging Stations

This Contract Agreement (hereinafter referred to as "Contract" or "Agreement") is made and entered into effective as of the date executed in full ("Effective Date") by the **Town of Jackson / Southern Teton Area Rapid Transit** ("START"), located at 150 East Pearl Avenue, Jackson, Wyoming 83001 and **Proterra Inc**, a Delaware corporation, with its principal place of business 1815 Rollins Road, Burlingame, CA 94010 ("Contractor") for the manufacture and delivery of eight (8) Forty-Foot Proterra Catalyst Battery Electric Buses (hereinafter "Buses"), and Nine (9) Depot Charging Station(s) (hereinafter "Depot Charging Station(s)") or generically hereinafter "Charging Station(s)." START and the Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

SEC. 1 CONTRACT DOCUMENTS

A. The Contract consists of the following which are incorporated herein by reference as appropriate:

1. General Contractual Provisions contained herein.
2. Bus Technical Specifications set forth as Attachment 1 hereto.
3. Charging Station Technical Specifications set forth as Attachment 2 hereto.
4. Option Tracker and Customer Templates set forth as Attachment 3 hereto
5. Warranty Provisions set forth as Attachment 4 hereto.

B. In case of any conflict among these documents where the Parties' intended resolution is not clear, the order of precedence shall be in the same order set forth in paragraph A above.

SEC. 2 TERM OF CONTRACT

START and the Contractor agree that the Term of this Contract shall be for five (5) years commencing on the later of the Effective Date or the date of the Notice to Proceed (as defined below) unless otherwise extended by written amendment mutually agreed by START and Contractor. Notwithstanding the foregoing, or anything to the contrary contained herein, in no event shall the Effective Date be deemed to have occurred, and none of the obligations of START or Contractor under this Contract shall be deemed to have accrued, until START has issued to Contractor a written notice to proceed under this Contract ("Notice to Proceed"). In the event no such notice is delivered on or before October 31, 2019, this Contract shall be deemed null and void and of no further force and effect.

SEC. 3 PAYMENT

A. START shall pay and Contractor shall accept:

1. Six Hundred thirty-three thousand eight hundred fifty Dollars ($633,850) per Bus ("Bus Unit Price"), for a total of Five Million Seventy Thousand Eight Hundred One Dollars ($5,070,801), for all eight (8) Buses initially purchased without batteries under this Agreement. The total price for all eight (8) Buses shall be referred to as the "Bus Total Price";

2. Sixty-One Thousand Dollars ($61,000) per Depot Charging Station ("Depot Charging Unit Price") for a total of Five Hundred and Forty-Nine Thousand Dollars ($549,000)

for the nine (9) Charging Stations initially purchased under this Agreement. The total price for all nine (9) Depot Charging Stations shall be referred to as the "Charging Station Total Price";

3. Seven Hundred and Fifty Dollars ($750) for per printed and bound hardcopy of the maintenance and operations manual for a total of Seven Hundred and Fifty Dollars ($750) under this Agreement;

for a total contract price of Five Million Six Hundred and Twenty Thousand Five Hundred and Fifty-One dollars ($5,620,551) **BUT SPECIFICALLY EXCLUDING SALES TAX** ("Contract Price"). It is understood and agreed by START and Contractor that Contractor has provided documentation proving its exemption from sales tax.

B. The Parties agree that Contractor will submit an invoice to START for payment of Contract Price, and START will make payments of Contract Price, on the following schedule:

1. Bus Payments: START shall make payments on the Bus Total Price as follows:
   i. Fifty percent (50%) of the Bus Total Price will be paid when the first Bus is delivered to START.
   ii. The other fifty percent (50%) of the Bus Total Price will be paid upon acceptance, in accordance with Section 8.D and the provisions of this Contract, of the final Bus by START at START's facility.

2. Depot Charging Station Payments: START shall make progress payments on the Charging Station Total Price as follows:
   i. Fifty percent (50%) of the Charging Station Total Price will be paid for the Depot Charging Station Unit when site plans and preparation for a Depot Charging Station are substantially completed as reasonably determined by the Parties.
   ii. The remaining fifty percent (50%) of the Charging Station Total Price will be paid upon delivery and acceptance, in accordance with Section 8.D and the provisions of this Contract, of the final the Depot Charging Station Unit by START at START's facility.

3. Unless otherwise set forth herein, START shall make all payments to Contractor no later than thirty (30) calendar days after receipt of an invoice from Contractor.

C. All payments due under this Contract in excess of Twenty-Five Thousand Dollars ($25,000) shall be made by check pursuant to the following instructions:

Proterra Inc
Attn: Accounts Receivables
1 Whitlee Court
Greenville, SC 29607

D. START will procure spare parts on an as-needed bases.

E. Contractor may charge interest for late payment if payment is delayed after the payment due dates set forth in this Section 3. Interest will be charged at a rate not to exceed the prime rate of interest published by The Wall Street Journal plus three percent (3%) commencing on the date

such payment was due.

F. Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any work, goods, services, processes and operations incidental to or involved in the Contract, excluding sales taxes associated with the sale of the items set forth herein for which START is responsible or may provide proof of an exemption therefore.

SEC. 5 ADDITIONAL EQUIPMENT, SERVICES AND DELIVERABLES

The Parties recognize that additional services and equipment are necessary for START to fully implement the Buses and Charging Stations supplied by Contractor under the terms of this Contract, which are set forth below as either being included in or excluded from the Contract Price.

Included in the Contract Price:

1. Driver, Maintenance and Repair and Parts Manuals, in quantities/formatting provided pursuant to Section 14 herein.

Additional Charge/Not Included in the Contract Price:

1. Diagnostic laptop, software and tools (if NOT selected on the Option Tracker) Contractor to provide list and charges of tools).
2. Spare Parts (Contractor to provide list) (if NOT selected on the Option Tracker).
3. Training beyond that agreed in Section 14 of this Contract (if NOT selected on the Option Tracker).
4. Printed documentation beyond that agreed in/supplied pursuant to Section 14 in this Contract (if NOT Selected on the Option Tracker).
5. Civil Design, Installation and Management of Charging Stations except as set forth on Attachment 4.
6. Additional Driver, Maintenance and Repair and Parts Manuals not provided pursuant to Section 14 herein.

If START has not purchased spare parts through Proterra, Contractor has attached to this Contract a Recommended Spare Parts Package to be purchased and maintained at START's chosen location, for Bus and Charging Station repair and maintenance.

SEC. 6 PRE-PRODUCTION MEETING

A. A formal pre-production meeting shall be held to review the technical specifications and related Contract provisions and to discuss actual and potential open items.

B. Contractor and START agree that final design overview meeting will be held at via Webinar. Contractor shall provide a formal production schedule at this meeting which, upon mutual acceptance by the Parties, shall be automatically incorporated by reference into this Agreement. The Parties shall make commercially reasonable efforts to resolve all the issues/questions raised at this pre-production meeting within six (6) weeks after the date of the meeting. During the pre-production meeting, the Parties shall address the schedule for development regarding the Charging Station Installation.

SEC. 7 FINAL BUS DESIGN

In the course of bus design and production, Contractor shall request bus option and design input from START. START shall give input on bus option and design within a reasonable timeframe. Contractor and START shall both agree on final bus option and design package.

After agreeing on final bus option and design, Contractor's Engineering Department will design bus to required specifications. START shall review design and, once satisfied, approve "Final Bus Design." Contractor commits to build bus to Final Bus Design and specifications. START commits to accept buses built to Final Bus Design. If START, after agreeing to final bus design, makes material changes to final bus design, START acknowledges that Proterra, in its sole discretion, retains recourse to pursue any of the following actions, as described below, in the "Late Changes" Clause. Contractor shall solely determine whether changes are "material." Additionally, START agrees to inspect buses with solely the "Final Bus Design" as the standard for inspection.

"Final Bus Design" is comprised of Proterra's Option Tracker and Customer Template (ATTACHMENT 3), and START's Technical Specification (if any such specification exists; ATTACHMENT 1). Any changes to START's Technical Specification, agreed to by both parties and incorporated into the "Final Bus Design," shall supersede the Technical Specification.

SEC. 8 BUS DELIVERY SCHEDULE AND ACCEPTANCE PROCEDURES

A. Delivery of Buses shall be determined by signed receipt of START's designated agent(s), at point of delivery and may be preceded by a cursory inspection of the Bus. Delivery location for the Buses is 55 Karns Meadow Drive, Jackson, Wyoming 83001. **[The delivery of the Bus shall be FOB Destination, Freight Prepaid identified in Section 18.C below.]**

B. Following delivery by START to Contractor of a written Notice to Proceed under this Contract for Buses, Contractor agrees to deliver all the Buses no later than six (6) months after the Notice to Proceed pursuant to the schedule agreed upon between Contractor and START in the pre-production meeting.

C. Hours of delivery shall be between 8:30 AM to 5:00 PM local time, Monday through Friday except state and national holidays.

D. Each Bus shall undergo START's reasonable tests prior to START's final acceptance of each Bus. Each Bus will be deemed accepted by START only when Contractor has complied in all material respects with the "Final Bus Design" set forth in Proterra's Option Tracker and Customer Templates (ATTACHMENT 3), and START's Technical Specification (if any such specification exists; ATTACHMENT 1). Acceptance will not be completed until Contractor has made all reasonably requested repairs to the Buses in accordance with Section 12 of this Contract. START agrees and acknowledges that it must make its determination on acceptance or non-acceptance no later than twenty-one (21) calendar days following receipt of each Bus under this Contract or the Bus shall be deemed accepted, and that in the event of any non-acceptance, START shall provide Contractor a reasonably detailed description of the reasons for non-acceptance. START shall not be able to reject or not accept a Bus after such twenty-one (21) calendar day period. Notwithstanding the foregoing, placement of any non-accepted Bus into service shall, notwithstanding anything to the contrary in this Contract, be deemed acceptance of such Bus.

E. Contractor's pre-delivery tests and inspections of all Buses shall be performed at or near the Contractor's plant/facility, and they shall be witnessed by START's inspector(s). Any such tests and inspections performed at or near Contractor's plant/facility shall be made using the same criteria as set forth above in Subsection (D), and if START inspects and accepts a Bus at or near Contractor's plant/facility, and such Bus has not materially changed when it has been delivered and received by START as compared to when such Bus was inspected and accepted at or near Contractor's plant/facility, then START shall not and may not then reject such delivered and received Bus. No post-delivery test/inspection shall apply criteria that are different from the criteria applied in any pre-delivery test/inspection.

SEC. 9 CHARGING STATION DELIVERY SCHEDULE AND ACCEPTANCE PROCEDURES

A. Delivery of the Charging Stations shall be determined by signed receipt of START's designated agent(s), at point of delivery, unless directed to another location as directed by START. Delivery locations will be provided by START prior to production. Charging Station delivery shall be made for eight (8) chargers at 55 Karns Meadow Drive, Jackson, Wyoming 83001 and one (1) charger at 450 West Snow King Avenue, Jackson, Wyoming 83001.

B. The Contractor agrees to deliver the Charging Stations no later than fifteen (15) days prior to delivery of the first Bus under this Contract.

C. Hours of delivery shall be between 8:30 AM through 5:00 PM local time, Monday through Friday except state and national holidays.

D. Each Charging Station will be deemed accepted by START only when Contractor has commissioned the Charging Stations and demonstrated that each works to charge the Proterra Catalyst Buses. Acceptance will not be completed until Contractor has made all reasonably requested repairs to the Charging Stations in accordance with Section 12 of this Contract. START agrees and acknowledges that it must make its determination on acceptance or non-acceptance no later than fifteen (15) calendar days following receipt of and installation of the Charging Stations or the Charging Station(s) shall be deemed accepted, and that in the event of any non-acceptance, START shall provide Contractor a reasonably detailed description of the reasons for non-acceptance. START shall not be able to reject or not accept a Charging Station after such fifteen (15) calendar day period.

If Contractor has agreed to a Technical Assistance (TA) charging solution:

Whereas START accepts responsibility for charger installation and, if, through no fault of Contractor, charger installation or functionality is delayed, START agrees to accept the Bus or Buses that meet final bus design specifications in accordance with the terms and requirements herein, even if the charge installation is not yet functional or is delayed.

SEC. 10 TITLE

Contractor shall provide reasonably adequate documents for registering the Bus in the State of Wyoming to START at the time of delivery. Risk of loss on any Bus or Charging Station remains with Contractor until delivery to START, at which point risk of loss passes to START.

SEC. 11 REPAIRS OF BUSES AND CHARGING STATIONS AFTER NON-ACCEPTANCE

A. After non-acceptance of a Bus or Charging Station, Contractor must take commercially reasonable efforts to complete work within fifteen (15) business days after receiving notification from START of failure of acceptance tests. In the event a repair shall take longer than fifteen (15) business days, Contractor shall have such reasonable time as is necessary to complete the repair so long as Contractor commences to resolve the repair issue within such fifteen (15) business day period. START shall make the Bus or Charging Station available to complete repairs timely with the Contractor's repair schedule.

B. Contractor shall provide all spare parts, tools, and space required to complete the repairs. START agrees that for the first thirty (30) calendar-day period following non-acceptance, Contractor shall have the right to perform repairs at START's facilities. Following such thirty (30) day period, if the non-accepted item is not corrected by the thirty-first (31st) day, at START's option, Contractor may be required to remove the non-accepted item from START's facilities while repairs are being effected.

SEC. 12 ENGINEER/SERVICE REPRESENTATIVES

Contractor shall provide a field service representative(s) available on request to assist START's staff in the solution of engineering or design problems that may arise during the acceptance and warranty periods.

SEC. 13 DOCUMENTS AND TRAINING

A. Contractor shall supply training documents to START in Contractor's customary format and as reasonably determined by Contractor. Contractor agrees to provide driver and maintenance training as set forth in Exhibit C of the Options Tracker. In connection with such training, START agrees to provide Contractor reasonable access to START's data and information, and START shall have access to its own custom web portal, which contains the latest versions of all applicable manuals, videos, guidelines and other training materials. Contractor recommends that START obtain high voltage safety training for its employees and that START develops its own high voltage safety rules and guidelines; however, any such training, rules and guidelines will not be provided by Contractor.

B. Successful acceptance and deployment of new technology requires a significant effort on the part of START as well as Contractor. Accordingly, both Parties agrees to follow and adhere to the "launch schedule" as agreed to between Contractor and START at the pre-production meeting.

C. Contractor shall own all data produced by the Buses/vehicle and the Charging Station/charging system. Contractor reserves the right to present data to third parties without the prior consent of START. Contractor agrees to provide any data that may be reasonably required to satisfy the requirements of any grants or other sources of funding used to purchase the Buses by START at an interval of no more frequently than once per month. Contractor agrees to share all data produced by the Buses/vehicle and the Charging Station/charging system with START at its request.

D. START agrees that it shall ensure that any drivers assigned to operate the Buses shall be

sufficiently trained. New drivers should receive sufficient training on the Buses and its docking and charging procedures including at least four (4) hours of shadow service and five (5) successful docks prior to being in revenue service. Contractor recommends that new drivers get assigned to the Buses no more frequently than every twelve (12) months.

E. Labor Rates for any work chargeable to START are based on the hourly wage rate of a Senior Field Service Technician, $125 per hour, increasing 3% per year. The wage rate, and therefore the warranty labor rate, are subject to adjustment once each year.

SEC. 15 TOOLS AND EQUIPMENT

Contractor shall provide START with a comprehensive list of all of the tools, equipment, software, specialized diagnostic tools, and/or related equipment for the service, repair and overhaul of the complete Bus, all major sub-systems of the Bus, and the Charging Stations. Proprietary software and computer hardware necessary to repair, service and/or diagnose all systems of the Buses and the Charging Stations shall be made reasonably available to START when required to repair the Bus, its systems, or the Charging Stations at no cost to START per Section 5 above.

SEC. 16 PARTS AVAILABILITY GUARANTEE

A. Contractor hereby agrees to make available the spare parts and equipment as set forth in the Option Tracker.

B. Unless otherwise agreed, all units and components procured under this Contract, whether provided by suppliers or manufactured by Contractor, shall be duplicates in design, manufacture, and installation to assure interchangeability among Buses in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the Buses.

C. EXCEPT FOR ANY SUCH WARRANTIES THAT CONTRACTOR MAY EXPRESSLY AND SPECIFICALLY PROVIDE, ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR ANY WARRANTIES BASED UPON SAMPLES, MODELS, OR SPECIFICATIONS, ARE EXPRESSLY DISCLAIMED.

SEC. 17 MATERIALS/ACCESSORIES RESPONSIBILITIES

Contractor shall be responsible for all materials and workmanship in the construction of the Buses and Charging Stations and all accessories used, whether the same are manufactured by the Contractor or purchased from supplier and as subject to the Warranty provisions set forth in Attachment 2 to this Agreement. This provision excludes fare boxes, radios, and any equipment supplied by START, except insofar as such equipment is damaged by the failure of a part or component for which Contractor is responsible, or except insofar as the damage to such equipment is solely caused by Contractor during the manufacture of the Buses and/or Charging Stations.

SEC. 18 REPRESENTATIVES AND NOTICE

A. START's Representative. START hereby designates Darren Brugmann, to act as its representative for the performance of this Agreement ("START's Representative"). START's

Representative shall have the power to act on behalf of START for all purposes under this Agreement. If for any reason START's representative is unavailable to execute performance under this Contract, START further agrees to provide written notice, in accordance with this Section, of an alternate representative authorized to act on behalf of START.

B. Contractor's Representative. Contractor hereby designates TJ Nass as its Project Manager, to act as its representative to oversee the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor agrees that its representative will be on site, as needed, during the period of design, construction and installation of the Charging Station. Contractor further agrees that if its representative named above is not physically on site at any time, it will designate an individual employed by its construction contractor to act as its representative. Such designation will be provided in writing to START's representative.

C. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:	Kyle Farlow Business EngagementManager Proterra Inc. 1 Whitlee Court Greenville, SC 29607 Phone (864) 438-0000 Fax (864) 281-1894
with a copy to:	Jeff Mitchall Deputy General Counsel Proterra Inc. 1815 Rollins Road Burlingame, CA 94010 Phone (415) 308-9382
START:	Southern Teton Area Rapid Transit Attn: Darren Brugmann, Transit Director P. O. Box 1687 55 Karns Meadow Drive Jackson, Wyoming 83001

And with respect to invoices for payment, in addition to the above, also to:

Town of Jackson: Town of Jackson
Attn: Finance Department
P.O. Box 1687
Jackson, WY 83001

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand (including overnight courier service) during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

SEC. 19 ACCOUNTING RECORDS AND AUDIT ADJUSTMENTS

Contractor shall maintain accurate records with respect to all costs and expenses incurred under this Agreement. Contractor agrees that the United States Department of Transportation and START, or any of their duly authorized representatives, shall, for the purpose of audit and examination, and to the extent required by law, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit, during normal business hours with reasonable advanced notice, the books, records, and accounts relating to the performance of the Contract; provided that Contractor shall have the right to maintain and protect the confidentiality of any information so provided. Further, Contractor agrees to maintain all required records for at least three (3) years after START has made final payment and all other pending matters are closed.

SEC. 20 CHANGE ORDERS AND SPECIFICATION REVISIONS

Unless there are changes mandated by applicable law, the Parties recognize that no changes to the Buses and/or Charging Stations to be delivered by Contractor to START can be made without a written Change Order executed by START's Representative and accepted by Contractor's Representative.

SEC. 21 LATE CHANGES

This Contract, specifically including the incorporations made pursuant to Section 6, represents and contains specific configurations and specifications agreed upon between Contractor and START. Notwithstanding anything to the contrary contained herein, for any and all material proposed changes requested by START after the date hereof that are outside of or different from the configurations and/or specifications agreed upon between the Parties, Contractor reserves and shall have the right to, in its sole and absolute discretion, pursue any of the following:

A) Propose price increases for the changed configurations and/or specifications, which price increases are subject to START's prior approval;
B) Propose, subject to START's prior approval, an alternative build slot and/or delays in delivery/shipment to account for delays resulting from the requested changed configurations and/or specifications;

C) Reject some or all of the requested changes to, among other things, preserve a build slot(s) and delivery timeframe; and/or
D) Any other solution proposed by Contractor, subject to START's prior approval.

The Parties hereto agree any Late Changes agreed to in a written Change Order per Section 20 modify this Agreement. The Parties furthermore agree that any changes requested or discussed and not memorialized per Section 20 do not modify the Agreement.

Notwithstanding anything to the contrary contained herein, START acknowledges and agrees that any of the above rights, if/when exercised by Proterra (including any delivery/shipment delays and/or alternative build slots and including any outright rejection of any requested changes) shall not (1) be a breach of this Agreement, (2) affect or toll any warranties provided by Proterra, (3) result in or cause any penalties, damages (including liquidated damages), claims or liabilities to Proterra, (4) give START any termination right, (5) affect or change payment terms (including any progress payments) and/or (6) give START the right to reject any shipment or fail any inspection. In addition, notwithstanding anything to the contrary contained herein, Proterra may, in its sole and absolute discretion, utilize subcontractors to implement any requested changes that Proterra may agree to

SEC. 22 DISPUTES

A. General. Any dispute between Contractor and START relating to the implementation or administration of the Contract shall be resolved in accordance with this Section.

B. Resolution. The Parties shall first attempt to resolve the dispute informally in meetings or communications among the Contractor's Representative and START's Representative. If the dispute remains unresolved fifteen (15) days after it first arises, Contractor may request that START's Representative issue a recommended decision on the matter in dispute. START's Representative shall issue the recommended decision in writing and provide a copy to the Contractor. If Contract does not, in its sole discretion, accept START's recommended decision and the dispute remains unresolved, either party may seek resolution through non-binding mediation, and failing agreement after mediation judicial resolution of the dispute in an appropriate Court of the State of Wyoming.

SEC. 23 RESERVED.

SEC. 24 TERMINATION

A. Termination for Convenience

i. Action by START
The performance of work under the Contract may be terminated by START in accordance with this Section in whole, or from time to time in part, with at least sixty (60) days prior written notice to Contractor. Any such termination shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of the professional services under the Contract is terminated and the date upon which such termination becomes effective ("Termination Date"); provided that such Termination Date shall be no earlier than sixty (60) days after receipt of such termination notice by Contractor.

ii. Responsibility of Contractor

Upon receipt of a notice of termination, and except as otherwise directed by START, Contractor shall (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) transfer title to START and deliver in the manner, at the times, and to the extent, if any, directed by START, non-proprietary supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and any information and other property which, if the Contract had been completed, would have been required to be furnished to START; and (5) complete any such part of the work as shall not have been terminated by the notice of termination. Outstanding payments due for work completed prior to the Termination Date by START to the Contractor shall be made within ten (10) days after the Termination Date, including with respect to the portion of any completed work and related costs and expenses so terminated.

B. Termination by Mutual Agreement.

The Contract may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties.

C. Termination for Default

i. "Default" is defined as a breach of a material provision of this Contract by either Party. If such breach is not cured within thirty (30) days following written notice from the non-breaching party to the other (or such longer period as is reasonably necessary to cure if such cure may not reasonably be effected in such thirty (30) day period, provided the breaching party diligently prosecutes such cure to completion at all times), the non-breaching party has the right to terminate this Contract in whole or in part by written notice.

ii. Contractor Liability

In the event that START terminates the Contract in whole or in part as provided in this Subsection (C), START may procure, upon such terms and in such manner as START may deem appropriate and at Contractor's cost and expense, supplies or services similar to those so terminated. Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this Section.

iii. START Liability

In the event that START breaches this Contract in whole or in part as provided in this Subsection (C), START shall reimburse Contractor for all reasonable costs and expenses incurred by Contractor in connection with this Contract, including, at Contractor's option, payment of the difference between the purchase price under

this Contract and the actual price paid to Contractor to sell the Buses and Charging Station(s) to another customer.

iv. Claims

Except as otherwise provided herein, settlement of claims by Contractor under this Section shall be in accordance to the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

SEC. 25 RESPONSIBILITIES OF CONTRACTOR AND START

A. Compliance with Law. Contractor and START shall comply with all Federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon reasonable request by the other Party, the requested Party shall furnish the other Party with certificates of compliance with all such laws, orders, and regulations.

SEC. 26 FORCE MAJEURE

Contractor shall not be liable for any failure to perform if acceptable evidence has been submitted to START that failure to perform the Contract was due to causes beyond the control of Contractor. Examples of such causes include acts of God, civil disturbances, strikes, lockouts, labor disputes, national emergencies, acts of government, casualties, fires, riots, hurricanes, tornadoes, wars, floods or other causes of similar nature beyond Contractor's control.

SEC. 27 RESERVED.

SEC. 28 INDEMNIFICATION, INSURANCE, & LIABILITY

A. Indemnification

Contractor shall indemnify and save harmless START, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind brought or asserted against, or incurred by, START, to the extent that the same arise out of or are caused by (a) any failure of Contractor or its employees, officers or directors to comply with any material term of this Contract, (b) any negligence, gross negligence or intentional or willful conduct or fraud of Contractor or its employees, officers or directors, (c) any third party claim for personal injury, death, or tangible property damage or any other losses or damages sustained by any person or entity to the extent resulting from the gross negligence or intentional or willful conduct or fraud of Contractor or its employees, officers or directors, and (d) any act or omission of Contractor, or by the employees, officers or directors of Contractor, but not to the extent arising out of or are caused by any act or omission of the Contractor or its employees, officers, directors, agents or representatives

START shall indemnify and save harmless Contractor, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind brought or asserted against, or incurred by, Contractor, to the extent that the same arise out of or are caused by (a) any failure of START or its employees, officers or directors to comply with any material term of this Contract, (b) any negligence, gross negligence or intentional or willful conduct

or fraud of START or its employees, officers or directors, (c) any third party claim for personal injury, death, or tangible property damage or any other losses or damages sustained by any person or entity to the extent resulting from the gross negligence or intentional or willful conduct or fraud of START or its employees, officers or directors, and (d) any act or omission of START, or by the employees, officers or directors of START, but not to the extent arising out of or are caused by any act or omission of the Contractor or its employees, officers, directors, agents or representatives.

B. Insurance.

Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Agreement, the following insurance against claims for injuries to person(s) or damages to property which may arise from, or in connection with, the performance of the work or services hereunder by Contractor or its employees and subcontractors. Contractor shall maintain limits no less than:

(1) Commercial General Liability	$1,500,000 per occurrence
(2) Commercial Automobile Liability	$5,000,000 per occurrence
(3) Workers' Compensation	Statutory Requirements and provide a waiver of subrogation against the START, its officers, officials, agents and employees.
(4) Employer's Liability	$500,000/$500,000/$500,000

(4) Other Insurance Provisions:

a. Commercial General Liability and Automobile Liability Coverage

START shall be covered as an additional insured.

b. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by START. At the option of START, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to START.

c. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A-VII and licensed to do business in the state of Wyoming.

b. Verification of Coverage

Contractor shall furnish START with certificates of insurance and with original endorsements affecting coverage required by this clause.

C. Liability.

IN NO EVENT WILL CONTRACTOR BE LIABLE TO START FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

CONTRACTOR'S CUMULATIVE LIABILITY UNDER THIS CONTRACT WILL NOT EXCEED THE LESSER OF $2 MILLION OR THE AGGREGATE AMOUNT PAID BY START PURSUANT TO THIS CONTRACT DURING THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR LIABILITY AT ISSUE.

SEC. 29 INTERPRETATION, JURISDICTION, AND VENUE

This Contract shall be subject to, governed by, and construed and interpreted solely according to the procedural and substantive laws of the State of Wyoming, without regard to its conflict of laws provisions. Contractor and START hereby consent and submit to the jurisdiction of the appropriate courts of Wyoming and of the United States having jurisdiction in Wyoming for adjudication of any suit or cause of action arising under or in connection with the Contract documents, or the performance of this Contract, and agree that any such suit or cause of action may be brought in any such court. The Parties recognize that this Agreement has been jointly drafted, reviewed, and approved by all Parties, and that in the event of any dispute arising out of this Agreement, the Parties waive any right to use the rule of construction that the Agreement is to be constructed against the drafter thereof.

SEC. 30 NO FEDERAL GOVERNMENT OBLIGATIONS

Although this Contract is funded with Federal funds, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the Contractor, or any other person other than START in connection with the performance of this Contract.

SEC. 31 INTERESTS OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit arising therefrom.

SEC. 32 FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

By executing this Contract, Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties under the program Fraud Civil Remedies Act of 1986.

SEC. 33 DEBARMENT/SUSPENSION STATUS

Contractor shall provide START with a certification addressing its debarment and suspension status, if any, and that of its principals. Contractor shall promptly inform START of any change in the suspension or debarment status of Contractor or its principals during the term of the Contract.

SEC. 34 AMERICANS WITH DISABILITIES ACT

Contractor shall ensure that the Buses manufactured and delivered under the terms of this Contract meet, in all material respects, the applicable Accessibility Guidelines for Transportation Vehicles set out in 49 C.F.R. Part 38.

SEC. 35 BUY AMERICA

Contractor shall comply with the applicable Buy America requirements set forth in 49 U.S.C. 5323(j) and the applicable regulations in 49 C.F.R. Part 661, as amended.

SEC. 36 CARGO PREFERENCE

Contractor agrees:

A. Whenever shipping any equipment, materials or commodities pursuant to this Contract, to utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, but only if and to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. To furnish within twenty (20) business days following the date of loading for shipments originating within the United States, or within forty (40) business days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A. above to START (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.

SEC. 37 FLY AMERICA

Contractor agrees that if this Contract may involve the international transportation of goods, equipment, or personnel by air, the Contractor will use U.S.-flag air carriers, only if and to the extent service by these carriers is available at fair and reasonable rates. (49 U.S.C. 40018 and 4 C.F.R. Part 52).

SEC. 38 RECYCLED PRODUCTS

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

SEC. 39 ENVIRONMENTAL REQUIREMENTS

Contractor agrees to comply in all material respects with all Federal, State and local environmental and resource conservation requirements that apply to the construction activities under the terms of this Contract. Contractor shall report any violation of standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401 *et seq*.) or the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq*.) resulting from any activity of Contractor in connection with the performance of the Contract to the Federal Transit Administration ("FTA") and to the appropriate U.S. EPA Regional Office. Contractor shall be responsible for the disposal of hazardous materials, in accordance with applicable Federal, state and local laws and regulations.

SEC. 40 ENERGY EFFICIENCY

Contractor shall recognize the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 *et seq*.).

SEC. 41 NONDISCRIMINATION

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

SEC. 42 EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to the Contract:

A. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

C. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

SEC. 43 DISADVANTAGED BUSINESS ENTERPRISE

Contractor agrees to comply with the Disadvantaged Business Enterprise requirements set forth in 49 C.F.R. 26.49.

SEC. 44 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

A. Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If Contractor certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs on a percentage basis; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly on a percentage basis.

B. Contractor shall submit evidence that it will be capable of meeting the specifications.

C. Contractor shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted Buses will not be subject to FMVSS regulations.

SEC. 45 BUS TESTING

Contractor agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following if applicable:

A. If the Buses being procured under this Contract are a new bus model or a bus produced with a major change in components or configuration, Contractor shall provide a copy of the final test report to START prior to START’s final acceptance of the first Bus.

B. If Contractor releases a report under paragraph A above, it shall provide notice to the operator of the testing facility that the report is available to the public.

C. If Contractor represents that the vehicle was previously tested, the vehicle being sold should have substantially the same configuration and major components as the vehicle in the test report, which must be provided to START prior to START's final acceptance of the first vehicle. If the configuration or components are not identical, the Contractor shall provide a description of the change and Contractor's basis for concluding that it is not a major change requiring additional testing.

D. If Contractor represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), Contractor shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

SEC. 46 FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Contractor shall comply with the Federal Motor Vehicle Safety Standards (FMVSS) and Regulations (49 C.F.R. Part 571) issued by the National Highway Traffic Safety Administration, which require motor vehicle manufacturers to conform to and certify compliance with the FMVSS requirements. These Regulations establish crashworthiness and crash avoidance standards for

various types of vehicles, including buses.

SEC. 47 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS AND CONDITIONS

A. Contractor recognizes that this Contract includes, in part, certain terms and conditions required by the Federal Transit Administration, whether or not expressly set forth in this Contract. All contractual provisions required by the FTA, as set forth in FTA Circular 4220.1 (current version as of the Effective Date of this Contract) are hereby incorporated by reference. If any of the provisions of this Contract are contrary to the FTA's mandated terms and conditions, such FTA's terms and conditions shall be deemed to control.

B. Contractor shall not knowingly or willingly perform any act, fail to perform any act, or refuse to comply with any requests of START which would cause START to be in violation of the FTA terms and conditions.

SEC. 48 TAX AND CARBON CREDITS

A. In the event that Contractor is entitled to Federal or State tax credits, rebates or refunds conditioned on the sale of battery electric buses or charging stations to a public agency, Contractor shall not be required to rebate such amounts to START when the Contractor takes the credit and/or realizes the refund or rebate.

B. In the event that the sale/purchase of a Bus or Charging Station may generate credits or other benefits associated with reductions in carbon emissions, exhaust or emissions banking or other credits, refunds, rebates or incentives of any kind as a result of environmental attributes associated with the deployment of battery electric buses or use of charging stations, such incentives, refunds, rebates or credits shall be owned and attributable solely by Contractor.

SEC. 49 LACK OF FUNDS

If any of the material amounts due under this Contract constitute federal funds (such as formula funds or grants managed by the U.S. Department of Transportation), the entering into of this Contract by START is subject to its receipt of such material funds to carry out the provisions of this Contract.

SEC. 50 ASSIGNMENT OR TRANSFER

Except for the rights of money due to Contractor pursuant to this Contract, Contractor shall not assign, hypothecate, or transfer this Agreement or any interest herein to any other party without the prior written consent of START, which consent shall not be unreasonably withheld or delayed. Such consent of START shall not be required in the event of any transfer or assignment in connection with any merger, acquisition (whether stock or asset) or other change of control involving Contractor. START shall not assign, hypothecate, or transfer this Agreement or any interest herein to any other party without the prior written consent of Contractor, which consent shall not be unreasonably withheld or delayed. Any assignment, transfer or hypothecation other than in accordance with the terms of this Section 50 shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

SEC. 51 INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

A. Intellectual Property. START and Contractor acknowledge that START is a transit agency and not a manufacturer of buses or charging stations and therefore has no interest in ownership of any rights in, to, or arising out of: (i) any patents; (ii) inventions, discoveries (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data and other intellectual property; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the United States, and anywhere in the world, and all other rights corresponding thereto throughout the world; and (iv) any other proprietary rights ((i) through (iv) hereof collectively, the "Intellectual Property") in or to the technology associated with the charging stations and vehicles/buses that are the subject of this Agreement. As such, START and Contractor agree that Contractor shall own any Intellectual Property developed in connection with the Buses and Charging Stations purchased through this Agreement, including, without limitation, any performance and other Bus and Charging Station data developed and any alterations or modifications to the Charging Stations or Buses purchased under this Agreement whether made or developed by START or any other party (the "Developed Technology"). Contractor agrees to share such data with START however at START's request. START hereby assigns and agrees to assign to Contractor, all right, title and interest in the Developed Technology (including all intellectual property rights therein) and the Intellectual Property. START shall, to the fullest extent permitted by law, protect proprietary information, trade secrets and confidential commercial and financial information provided by Contractor. START will provide immediate notice in writing to Contractor of the existence of any claim that the goods furnished hereunder violate or infringe upon another third party's rights, and START shall reasonably cooperate with Contractor in connection with any such claim. START also agrees that, to the fullest extent permitted by law, it shall not, and shall not allow any third party to, directly or indirectly reverse engineer the Bus or Charging Station or otherwise obtain, share or use any confidential information of Contractor, including, without limitation, any control or other software of Contractor provided with either the Bus or Charging Station.

B. Confidential Information. During the performance under this Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance under this Contract and to hold all such information in confidence and not to disclose the same, to the extent permitted by law, to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that information developed in connection with the performance of this Contract shall be used solely for the performance under this Contract and shall be held in confidence, to the extent permitted by law, and not disclosed to any third party without the prior written consent of the Discloser. START shall employ sound business practices no less diligent than those used for START's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Contractor pursuant to this Contract.

C. Survival. This Section shall survive termination or expiration of this Contract.

SEC. 52 MARKETING

Contractor and START shall work together to promote the unique nature of the deployment of the Buses and Charging Stations under this Contract. START hereby gives Contractor, and Contractor gives START, the right to use images of the Buses and Charging Stations under this Contract in any manner desired by the Parties, subject to each party's prior written consent, not

to be unreasonably withheld.

SEC. 53 COMPLIANCE WITH FEDERAL LOBBYING POLICY

Customers, including START, who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SEC. 54 WHISTLEBLOWER PROTECTION

Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to Recovery Act funds.

A. An employee of any non-Federal employer receiving covered funds may not be discharged, demoted or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency or his/her/their representatives, information that the employee reasonably believes is evidence of:

1) gross mismanagement of an agency contract or grant relating to covered funds;
2) a gross waste of covered funds;
3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
4) an abuse of authority related to the implementation or use of covered funds; or
5) a violation of law, rule or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

B. To be protected, the disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her/their representatives.

SEC. 55 IRON, STEEL AND MANUFACTURING

A. Required Use of American Iron, Steel, and Manufactured Goods--Section 1605 of the American Recovery and Reinvestment Act of 2009.

1) This award term and condition implements Section 1605 of the American Recovery and

Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel and manufactured goods used in the project are produced in the United States except as provided in paragraph 2 CFR 176.140 (b)(3) and 2 CFR 176.140 (b)(4). This requirement does not apply to the material listed by the Federal Government under 2 CFR 176.140(b)(2).

2) A prospective applicant requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) should submit the request to the U.S. Federal Transit Administrator in time to allow a determination before submission of applications or proposals. The prospective applicant shall include the information and applicable supporting data required by paragraphs 2 CFR 176.140(c) and (d) in the request. If an applicant has not requested a determination regarding the inapplicability of 1605 of the Recovery Act before submitting its application or proposal or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal.

SEC. 56 RESERVED.

SEC. 57 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives.

SEC. 58 PRIVACY

To the extent that Contractor administers any system of records on behalf of the Federal Government, Contractor agrees to comply with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act). Contractor shall obtain the express consent of the Department and the Federal Government before the Contractor operates a system of records on behalf of the Federal Government.

SEC. 59 GENERAL PROVISIONS

A. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless and except otherwise set forth herein, any term referencing time, days or period for performance shall be deemed calendar days and not business days. The captions of the various sections and paragraphs herein are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

B. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

C. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise. The failure of START or Contractor to enforce one or more of the terms or conditions of this Contract or to exercise any of its rights or privileges, or the waiver by one Party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force

and effect as if no waiver had occurred.

D. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

E. Cooperation: Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

F. Invalidity; Severability. If any portion of this Agreement is declared as invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

G. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. START has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

H. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall have the same force and effect as the delivery of an original executed counterpart of this Agreement.

J. Rules of Construction. The singular shall include the plural and vice versa, and any gender shall include any other gender as the text shall indicate. All references to “including” shall mean “including, without limitation.”

[Signatures continued on next page]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed with all the formalities required by law.

Proterra Inc

Attest: _____ By: _____

Name and Address:

Printed Name: Matt Horton
Title: Chief Commercial Officer

Dated:_____

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

By: _____
Pete Muldoon, Mayor

Attest: _____
Sandra P. Birdyshaw, Town Clerk

START - ELECTRIC BUS PROGRAM
Board of Directors Resolution

We, the START board of directors, are committed to reducing emissions from the transportation sector and improving air quality in Teton County, through the introduction of zero emission electric buses to the START bus fleet.

This program supports the Jackson/Teton County Comprehensive plan Common Value-Ecosystem Stewardship, sharing the vision to preserve and protect the area's ecosystem. Specifically, this program supports:

Section 2. Climate Sustainability through Energy Conservation and
Principle 2.3 reduce energy consumption through transportation

In addition, this program establishes the goal to transition the START fleet to 40% electric by 2022.

[June 14, 2018]

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: **PRESENTER**: Todd Smith

MEETING DATE: February 4, 2019

SUBJECT: **MOU with Lincoln County for Airport Security Assistance**

STATEMENT/PURPOSE

The Town Council is asked to ratify the Mutual Aid Assistance Agreement Memorandum of Understanding (MOU) between the Jackson Police Department and the Lincoln County Sheriff's Office.

BACKGROUND/ALTERNATIVES

In 2018, the Town entered into an MOU with Lincoln County to help fulfill our Airport security duties and meet our contractual obligations to the Airport. This occurred during a period when the Jackson Police Department was experiencing a shortage of officers due to departures and also due to a number of officers being at the Police Academy. The Town finds itself in a similar situation with several vacancies currently on staff, an officer at the academy, and a number of applicants in the background phase of our hiring process. The assistance provided by officers from Lincoln County was invaluable in meeting our obligations and reducing overtime burnout from our current cadre of officers on our team.

Staff is asking for Council ratification of this agreement to again provide temporary assistance.

COMPREHENSIVE PLAN ALIGNMENT

Maintaining our current service levels is identified in Section 8, Quality Community Service Provision and specifically in Policy 8.1.a. In order for the Town to meet our obligations for safety at the Airport, with our current staffing levels, it is necessary to reach out and ask for assistance where appropriate.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include members of the Jackson Police Department, Airport operations, residents and guests to our community needing to utilize the Jackson Hole Airport, the Town of Jackson organization and the Lincoln County Sheriff's Office.

FISCAL IMPACT

The fiscal impact of this MOU will depend on the number of hours worked by members of the Lincoln County Sheriff's Office. Because the Town has a contract with the Airport to provide these services, there should be no negative impact on the Town of Jackson budget.

STAFF IMPACT

The staff impact of having assistance from the Lincoln County Sheriff's Office is positive and significant. It allows our law enforcement team to focus on covering the schedule within the Town limits and avoid burnout from excessive hours worked. This assistance allows the Police Department to maintain sufficient coverage in the schedule to protect the safety and welfare of our officers while on duty in Town.

LEGAL REVIEW

Complete.

ATTACHMENTS
Executed Mutual Aid Assistance Memorandum of Understanding with Lincoln County Sheriff's Office.

RECOMMENDATION
Staff recommends the Town Council approve the Mutual Aid Assistance MOU as presented.

SUGGESTED MOTION
I move to approve the Mutual Aid Assistance MOU as presented.

Jackson Police Department
Town of Jackson, Wyoming

Temporary Law Enforcement

Mutual-Aid Assistance Agreement Memorandum of Understanding (MOU)

Consisting of three (3) pages

Between the:

Lincoln County Sheriff's Office, Lincoln County Wyoming

421 Jefferson Street Afton, Wyoming 83110

to provide law enforcement services to the:

Jackson Police Department, Town of Jackson, Wyoming

P.O. Box 1687 Jackson, Wyoming 830001

Whereas the undersigned assisting agency, the Lincoln County Sheriff's Office, recognizes that critical incidents, natural disasters and other law enforcement events may overextend the available resources of individual law enforcement agencies within our State; and whereas the undersigned assisting agency (the Lincoln County Sheriff's Office) wishes to cooperate in providing public safety services with other municipalities and counties in the State of Wyoming to help ensure the safety of residents and visitors within our State.

Now, therefore it is hereby agreed by and between the undersigned assisting agency (Lincoln County Sheriff's Office) and the (Jackson Police Department) that the undersigned assisting agency (Lincoln County Sheriff's Office) will provide the following described assistance to the (Jackson Police Department, Town of Jackson, Wyoming):

SERVICES - Uniformed sworn-deputies to assist with law enforcement related duties in association with the Jackson Hole Airport, which contracts with the Jackson Police Department to provide said services to the Jackson Hole Airport Board of Directors.

The duties shall include, but are not limited to:

DUTIES – Provide a presence at the Jackson Hole Airport facility to help deter criminal offenses, deter potential terrorism, general security of the facility and secure areas, respond to

alarms when secure areas are breached, assist TSA agents at the security screening checkpoint as needed, arrest criminal offenders as necessary, provide assistance to the public as necessary, and address ground transportation related complaints on the airport property as necessary.

SCHEDULE – It is imperative that deputies assigned to work this detail arrive at the schedule time to allow the TSA checkpoint to operate. Federal law prohibits the TSA checkpoint from opening to allow the boarding of planes if the law enforcement officer (LEO) is not present. Typical schedules will be (dayshift) 5:00 a.m. to 12:00 p.m. or (afternoon shift) 12:00 p.m. to 7:00 p.m. Typical shifts may be available Monday through Sunday of each week and shall be pre-arranged between the (Jackson Police Department) and the (Lincoln County Sheriff's Department).

COMPENSATION – The (Jackson Police Department, Town of Jackson, Wyoming) agrees to pay the (Lincoln County Sheriff's Office) the sum of $55.00 per hour for each hour worked at the Jackson Hole Airport and for one (1) hour of travel from Lincoln County to the airport facility and one (1) hour of travel from the airport facility back to Lincoln County for each shift worked.

BILLING -The (Lincoln County Sheriff's Office) shall invoice the (Jackson Police Department, Town of Jackson, Wyoming) monthly for the hours and travel time worked. In turn, the (Jackson Police Department, Town of Jackson, Wyoming) shall send a check to the (Lincoln County Sheriff's Office) within thirty (30)-days or less to pay the invoice.

EQUIPMENT- The (Lincoln County Sheriff's Office) agrees to provide uniforms, firearms, vehicles, and fuel for the assignment. The (Jackson Police Department) agrees to provide a 2-way radio for communication, office space and internet access at the airport facility.

REPORTING RELATIONSHIP – The (Lincoln County Sheriff's Office) deputy assigned to the airport will have a reporting relationship to the (Jackson Police Department) on-duty supervisor for questions, concerns, scheduling, and law enforcement assistance. The (Lincoln County Sheriff's Office) deputy will have a reporting relationship to the command staff of the (Lincoln County Sheriff's Office) for all other related matters. Any personnel related matters shall be addressed by the (Lincoln County Sheriff's Office) with their deputy, to include workers compensation and/ or liability claims that could arise.

AUTHORITY- The (Jackson Police Department) Chief of Police shall ensure that all

(Lincoln County Sheriff's Office) deputies participating in this MOU shall be duly sworn in as Town of Jackson, Wyoming Police Officers for purposes of enforcing Wyoming State Statutes and Town of Jackson Municipal Codes as they relate to the Jackson Hole Airport assignment, to include powers of arrest.

This agreement is hereby entered in to as authorized under the guidelines established by Wyoming Statute 7-2-106, which allows for an MOU to be created between Wyoming law enforcement agencies for the purposes of providing mutual-aid assistance as necessary.

This agreement will commence on the date of signing and will terminate at the time when the need for assistance has been resolved as agreed upon by the Chief of the Jackson Police Department and the Sheriff of the Lincoln County Sheriff's Office.

ASSISTING AGENCY – LINCOLN COUNTY WYOMING SHERIFF'S DEPT.

REQUESTING AGENCY – JACKSON WYOMING POLICE DEPARTMENT

Jackson Police Department

By: Todd Smith Chief of Police Date 10/1/2019

NOTARY: Signature Cynthia A. Riedel Date October 1, 2019

Cynthia A. Riedel - Notary Public
County of Teton
State of Wyoming
My Commission Expires May 30, 2022

Lincoln County Sheriff's Department

By Mel J Sheriff Date 10/1/19

NOTARY: Signature Abby Dever Date 10/1/19

ABBY DEVER - NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
My Commission Expires September 28, 2022

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: **PRESENTER**: Roxanne DeVries Robinson

MEETING DATE: February 4, 2019

SUBJECT: **Authorization for Police Officer Overhire**

STATEMENT/PURPOSE

The purpose of this item is to gain approval from the Town Council to over-hire one sworn Police Officer position in the Police Department.

BACKGROUND/ALTERNATIVES

In 2018, the Town Council gave approval for a temporary overhire in the Police Department. Fortunately, the funding for that position is still in the FY20 budget. Due to the current staffing shortages and expected departures, staff is again asking for approval to overhire a sworn law enforcement officer and keep that overhire on the books moving forward to stabilize our schedule.

For quite some time, the Jackson Police Department has remained under staffed in sworn officers either due to vacancies, due to newly hired officers working their way through training, due to injuries and light duty restrictions, and due to maternity leave. Officers are required to go through the Wyoming Police Academy and the required field training that is necessary to ensure they learn the Town of Jackson policies and procedures as well as acceptable behaviors and levels and techniques of enforcement unique to our community. The department currently has the authorized complement of sworn officers in the budget including funding for the overhire position that was authorized in 2018. However, one of our newest officers in the department is in training, we have conditional offers of employment out to fill two current vacancies in the Department, we are expecting two additional vacancies in the department due to departures, and we have one officer about to go on maternity leave. The majority of the officers in the department have less than five years of experience and still require coaching and mentoring by senior members of staff.

We are asking for the Council's support to reinstate the overhire position in an effort to try and get ahead of the curve for vacancies and to keep the overhire position in the budget. Staff is also currently looking at strategies to incentivize retention of current officers and to recruit quality candidates to join our team to meet our current service level for the community. Strategies include extending the signing bonus to a five year period, extending the temporary housing allowance, and implementing an advancement program within the Police Department to provide career planning and longevity within the team. Additional strategies currently being considered also include reestablishing our law enforcement Explorer program in an effort to bring young people into the organization before they are eligible to become sworn law enforcement officers to provide training and employment and, in a sense, 'home grow' our future sworn Police Officers. Officers that began in the 1990s as explorers include Chief Todd Smith and former Lieutenant Cole Nethercott so we have a track record of success in this area. We are also considering ways to promote and expand our reserve Police Officers. We currently have one officer that serves as a reserve, he works another job in a full time capacity but is sworn and trained, and fills in when we are short staffed.

The amount of staff time and resources necessary to recruit and onboard a new sworn officer is significant and extensive. The application process involves time spent by the Lieutenant and the Personnel team in advertising, processing, reviewing, and inviting applicants to test. The testing process involves a written test supervised and scored by senior members in the Police Department, a physical agility test meeting the Wyoming POST

requirements administered by members of the Police Department, and an oral board interview that involves current senior members in the department as well as the Assistant Town Manager. The paperwork involved with each of these steps is also processed by the Personnel team as well as the creation of a conditional offer of employment and provision of background paperwork. Once a conditional offer is made, significant time is spent by the investigations team in the Police Department for a thorough and exhaustive background check, a psychological evaluation is conducted by a licensed psychologist, a polygraph is conducted by a member of our department who is certified in this area, and a drug test and medical exam is arranged for and conducted. Each of these steps involves significant staff time and attention and so the investment made in each officer even before they are issued a final offer of employment is of significant impact to the Town of Jackson. Being able to over-hire is of significant benefit so that we have the ability to maintain the current core service level of coverage in the community.

The Town Council has many options available to them including:

1. Approve the request to authorize a sworn Police Officer overhire in the Police Department.
2. Discuss the request and continue the discussion and any action to a future Town Council meeting.
3. Take no action.
4. Other.

COMPREHENSIVE PLAN ALIGNMENT

This action is in direct alignment with Principle 8.1, Maintain current, coordinated service delivery. Providing for the health safety and welfare of the community is a primary function of local government and law enforcement is key to accomplishing and maintaining those goals. Should staffing levels fall dangerously low, it may result in a reduction of this core service level. Besides the core services of law enforcement, maintaining a professional, trained and capable police team allows the Town of Jackson to support other areas outlined in the Comprehensive Plan such as enforcement of housing regulations, short term rental enforcement, policing and protecting our open spaces such as Karns Meadow, keeping the community safe so that the economy is thriving, and making sure our transportation system remains safe for all users.

STAKEHOLDER ANALYSIS

The stakeholders involved with the Police Department over-hire include the current members of the department that would benefit from having an additional officer on duty, administration in the department that would benefit from scheduling security and a complement of officers able to provide the core services authorized by the Town Council and the budget, and other employees of the Town of Jackson involved with recruitment and retention processes.

FISCAL IMPACT

The fiscal impact of adding the over-hire in the Police Department is a wage of $57,500 for the Police Officer position with an additional $37,000 for the cost of the benefit package for a total of $94,500. We are fortunate that these funds are already included in the FY20 budget.

STAFF IMPACT

The staff impact of reauthorizing this position would be extremely positive.

LEGAL REVIEW

Not applicable.

ATTACHMENTS

None.

RECOMMENDATION

Staff recommends the Council authorize the sworn Police Officer overhire as proposed.

SUGGESTED MOTION

I move to authorize the sworn Police Officer overhire as proposed.

TOWN OF JACKSON
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: **PRESENTER**: Larry Pardee

MEETING DATE: February 4, 2019

SUBJECT: Town Historical Imagery for American Legion Monument

STATEMENT/PURPOSE

The purpose of this item is to receive Council direction on the final imagery for the monument in George Washington Memorial Park.

BACKGROUND/ALTERNATIVES

On August 5, 2019, the Town Council approved a motion that made the findings that the proposal from the American Legion to update/replace the monument in the Town Square honoring local Veterans complied with the criteria in the adopted Monument Policy and approved the proposal subject to the 1,2,4-9 conditions of approval as presented in the staff report and requested the final proposal be brought back for Council approval.

At the September 3, 2019 meeting, the Town Council approved the images presented that depicted human moments as permanent etchings on the Veterans Monument located in Town Square. In addition, staff was directed to explore the possibility of adding a second image to each panel, depicting the visual image of the Town of Jackson during that particular war to compliment the war imagery photo, and to bring the design back to Council.

Town Staff selected 6 images to reflect the Town of Jackson during the appropriate time periods and those images are attached to this staff report. Carrie Geraci, Public Art Coordinator, raised concerns that the images selected would not reproduce in any recognizable way and is recommending the project be delayed in order to consider other materials and techniques.

Representatives from the American Legion have indicated that, due to the complexities of the project construction, completion has been pushed back to February 2020.

Staff is recommending the Town Council consider whether to move forward with the historical images in addition to the human moment images or simply to move forward without the historical Town images allowing the American Legion to move forward with their schedule.

The Town Council has many options to consider including:

1. Withdraw the requirement to add historic images of the Town of Jackson to the monument.
2. Approve the design as proposed with the 6 selected historic images added to the monument.
3. Delay final approval to move forward until updated renderings and depictions can be provided that includes the final design and final layout, showing the historic images next to the human moments related to war.
4. Other.

COMPREHENSIVE PLAN ALIGNMENT

Section 4. Town as the Heart of the Region - The Central Complete Neighborhood

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

Policy 4.4.a: Maintain and improve public spaces Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

STAKEHOLDER ANALYSIS

The stakeholders include the members of the American Legion, the Town Council as the final decision maker, the community of residents and guests who cherish and enjoy George Washington Memorial Park as their Town Square, and the Veterans residing in the community.

FISCAL IMPACT

There will be no direct capital fiscal impact to the Town of Jackson as the American Legion indicated they are funding the totality of removal of the existing monument and replacement with the new monument. If this is not the case, the Council may want to continue action on this item until the specific capital fiscal impacts to the Town of Jackson can be determined. There will be ongoing operational fiscal impacts to the Parks and Recreation Department as they maintain the Town Square related to watering of flowers within the monument and any snow removal. Maintaining the names on the monument will be the responsibility of the American Legion. The narrative in the proposal does not match the photos provided as the proposal has been modified to include flower bed space.

STAFF IMPACT

Staff has spent a notable amount of time on this issue including meeting with the parties involved, reviewing and presenting the monument policy to Council for action, and research and preparation for the various Town Council meetings.

LEGAL REVIEW

Complete.

ATTACHMENTS

6 Historic Images Selected.

RECOMMENDATION

Staff has no preference in whether the monument contains historical images or merely human moment war images but recommends the Town Council provide final direction so that the project can move forward. Staff recommends the Town Council consider whether to move forward with the historical images in addition to the human moment war images or simply to move forward without the historical Town images allowing the American Legion to move forward with their schedule.

SUGGESTED MOTION

Should the Town Council be ready to move forward, one possible motion would be:

I move to withdraw the requirement to add historic images of the Town of Jackson to the monument.

WWI

1958.0550.001P Print, Photographic

Jackson Hole Historical Society &

Photographer

Date c. 1920

Description

Town of Jackson - Hilltop view to E

WWII

2003.0117.213 print, photographic

Jackson Hole Historical Society &

Photographer

Date 1940's

Description

Town of Jackson

Korean War

2003.0117.213 print, photographic

Jackson Hole Historical Society &

Photographer

Date 1940's

Description

Town of Jackson

Vietnam War

2005.0019.043 Print, Photographic

Jackson Hole Historical Society &

Photographer

Date 1966

Description

Finishing the building of the elk antler arch on Jackson Town Square; three men on top of arch, yellow pick-up in front. Northwest corner.

Iraq War

Released into the public domain by the author. No rights reserved

Dated: 6/18/2007

https://commons.wikimedia.org/wiki/File:Jackson_from_snowking.jpg

Present Day

https://www.picfair.com/pics/08906205-jackson-hole-wy-july-11-2019-colorful-horse-carriage-with-tourists-in

Photographer Giovanni Gagliardi, permission to use this photo has been requested.

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: OCTOBER 3, 2019
MEETING DATE: OCTOBER 7, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P19-197:** SUBDIVISION PLAT FOR A LAND DIVISION AT 1255 WEST HIGHWAY 22 IN THE PLANNED UNIT DEVELOPMENT NEIGHBORHOOD MEDIUM DENSITY – 2 (PUD NM-2) ZONE.

APPLICANT: JORGENSEN ASSOCIATES – KEN MAGRATH

OWNER: WESTVIEW PARTNERS, LLC – HUNTER MCCARDLE

REQUESTED ACTION

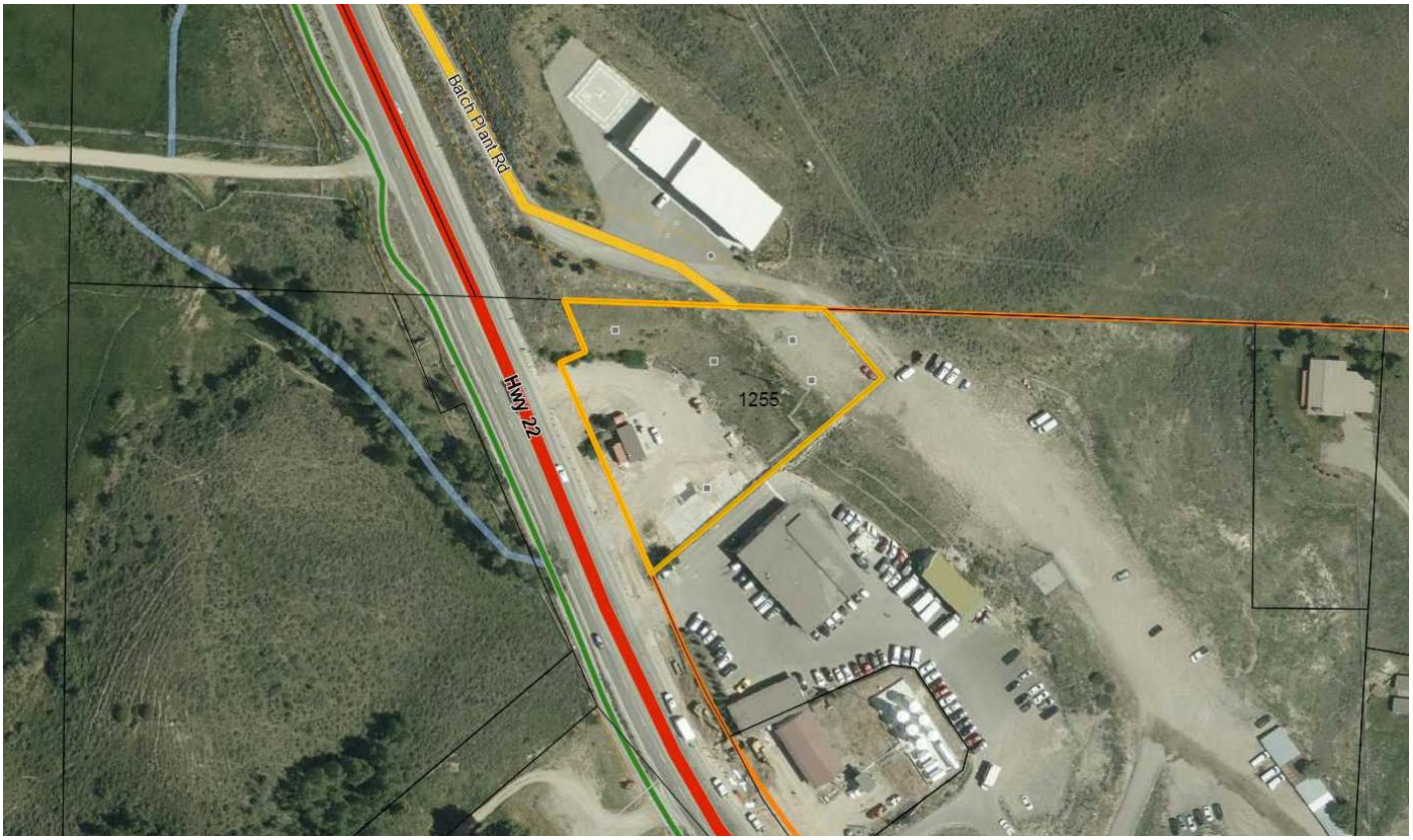
The applicant is requesting Subdivision Plat approval of a 2-lot subdivision in the Planned Unit Development Neighborhood Medium Density – 2 (PUD NM-2) zone for the property addressed as 1255 W. Highway 22.

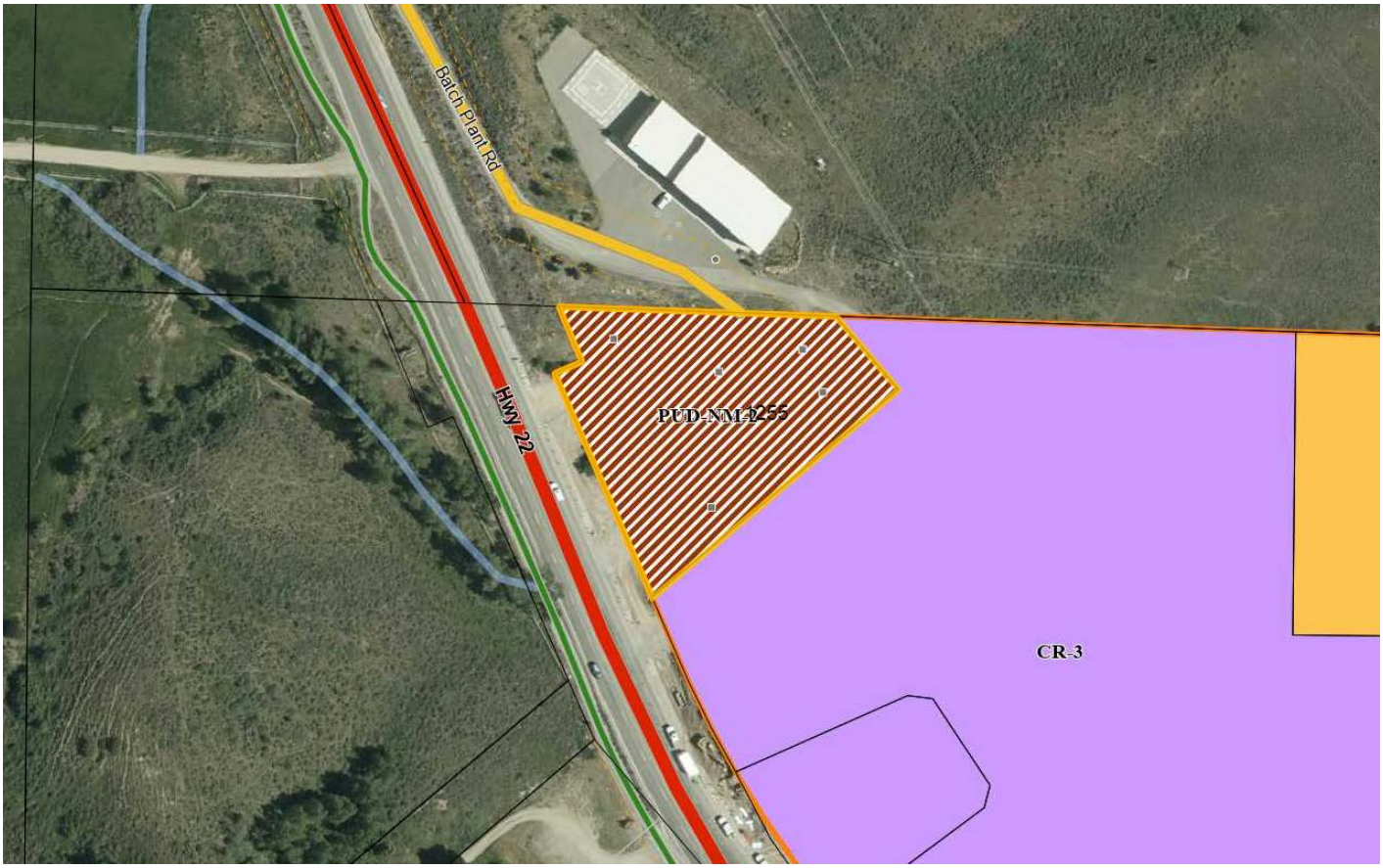
APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat

LOCATION

The property is located at 1255 W. Highway 22 and legally described as PT SW1/4NE1/4, SEC. 32, TWP. 41, RNG. 116. An aerial photo and zoning map are shown on the following page:


Batch Plant Rd
Hwy 22
1255


Batch Plant Rd
Hwy 22
PUD-NM-1255
CR-3

BACKGROUND

The Westview Townhomes project, consisting of 20 residential units, received Town Council approval for the following items:

- Sketch Plan (P15-096) – 20 unit residential development
- Hillside Conditional Use Permit (P16-001) – average cross-slopes greater than 10%
- Planned Unit Development (PUD) (P16-017) – 20 unit residential development
- Development Plan (P16-085) – 20 unit residential development
- Development Agreement (P16-104) – off-site utilities related to deed restricted units
- Amendment to Development Plan (P17-090) – change exterior color of buildings to grey
- Amendment to Housing Mitigation Plan (P17-227) – Master Lease Restriction
- Amendment to Development Plan (P18-095) – deadline extension
- Amendment to Development Agreement & new Hillside CUP (P18-135 & 136)
- Amendment to Housing Mitigation Plan (P18-330) – Workforce Restriction

A Building Permit for the lower 16 workforce restricted units has been approved and issued. In addition, a Building Permit for the upper 4 market units has been submitted and is under review.

PROJECT DESCRIPTION

The applicant is requesting Final Plat approval to subdivide the subject property into two lots. As shown on the submitted plat, the applicant proposes to subdivide the existing 1.10 acre parcel resulting in a 0.81 acre lower lot and a 0.29 acre upper lot. The lower lot, which has vehicular access directly from Highway 22, will consist of the 16 deed restricted workforce units. The upper lot, which has vehicular access from Batch Plan Road, will consist of the 4 market units. All development on both lots is subject to the approved PUD, Development Plan and other approvals listed above.

Per the Land Development Regulations (LDRs), the plat shall be recorded within 60 days of approval.

STAFF ANALYSIS

Staff finds that the proposed plat is in conformance with all past approvals and each lot meets the 7,500 sf minimum lot size for the PUD NM-2 zoning district. Although each lot will be under separate ownership, both lots are subject to the original PUD, Development Plan and other approvals listed above. Two additional subdivision plats will be submitted at a later date, one to subdivide the lower 16 units and one to subdivide the upper 4 units. Park and school exactions are not required with this subdivision plat but will be required upon submittal of future subdivisions for condominiumizing the upper and lower units.

FINDINGS

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. ***Approved Development Plan.*** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

   Complies. As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the previously approved Development Plan (P16-085).

2. ***Complies with Section 8.5.3.*** *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information and review process.

3. ***Complies with Division 7.2.*** *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

   Complies. The proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

4. ***Other Relevant Standards/LDRs.*** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

   Complies. Staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition the subdivision complies with all other Town Ordinances.

ATTACHMENTS

Applicant Submittal
Departmental Reviews

FISCAL IMPACT

None at this time.

STAFF IMPACT

None.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of a Subdivision Plat for a 2-lot subdivision for the property addressed as 1255 W. Highway 22, subject to the departmental reviews attached hereto and following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P19-197, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations

relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to **approve** a Subdivision Plat for a 2-lot subdivision at the property addressed as 1255 W. Highway 22 subject to the departmental reviews attached hereto and the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

Project Plan Review History

PLANNING

Project Number	P19-197		**Applied**	8/13/2019	TV
Project Name	Westview Lot Split		**Approved**		
Type	FINAL PLAT		**Closed**		
Subtype	LAND DIVISION		**Expired**		
Status	STAFF REVIEW		**Status**		

Applicant Jorgensen Associates, P.C. **Owner** WESTVIEW PARTNERS, LLC

Site Address	City	State	Zip
1255 W HIGHWAY 22	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
	22411632100008	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder	APPROVED	8/13/2019	9/3/2019	8/14/2019	
County Clerk Mary Smith (9/2/2019 8:13 AM STOL) I just have a couple of comments. 1. Under the Certificate of Mortgagee on the plat it lists Corevest American Finance Lender LLC. The mortgage has it as Corevest American Finance Lender LLC, a Delaware limited liability company. 2. The Affidavit of Acknowledgment and Acceptance of Plat for CoreVest American Finance Lender LLC on the signature line it should include a Delaware limited liability company. Thank you, Mary Smith Teton County Deputy Clerk (307)732-8422	APPROVED W/CONDITI	8/13/2019	9/3/2019	9/2/2019	
Joint Housing Dept Stacy Stoker	APPROVED	8/13/2019	9/3/2019	8/15/2019	No comments.
Legal Lea Colasuonno (8/31/2019 7:24 AM LC) The changes noted by the County Clerk's Office, including that: "1. Under the Certificate of Mortgagee on the plat it lists Corevest American Finance Lender LLC. The mortgage has it as Corevest American Finance Lender LLC, a Delaware limited liability company. 2. The Affidavit of Acknowledgment and Acceptance of Plat for CoreVest American Finance Lender LLC on the signature line it should include a Delaware limited liability company." Need to be made.	APPROVED W/CONDITI	8/13/2019	9/3/2019	8/31/2019	

Type of Review Contact Notes	Status	Dates Sent	Due	Received	Remarks
Planning Tyler Valentine (9/25/2019 10:39 AM TV) the PUD (P16-017) needs to be referenced under the Certificate of Owners (fifth paragraph) A pedestrian access easement needs to be in place along the southeastern property line to address the staircase that connects the upper pad to the lower pad. On the plat the Planning Director needs to be changed to Paul Anthony.	APPROVED W/CONDITI	8/13/2019	9/3/2019	9/25/2019	
Plat Review-Survey Ken Magrath		8/13/2019	9/3/2019		
Plat Review-Title <none>		8/13/2019	9/3/2019		hblom@jhtitle.com (Hillary)
Police Todd Smith	NO COMMENT	8/13/2019	9/3/2019	9/16/2019	
Public Works Rachelle Rhodes	APPROVED W/CONDITI	8/13/2019	9/3/2019	9/12/2019	Revisions requested, see notes

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(9/12/2019 3:24 PM RR)
FINAL PLAT – APPROVED w CONDTITIONS

P19-197
ADDRESS: 1255 W Highway 22
OWNER: Westview Partners, LLC
APPLICANT: Jorgensen Associates

9/12/2019
Rachelle Rhodes, 733-3079

DATE OF SUBMITTAL: 8/13/2019
DATE OF MATERIALS: 8/9/2019 (Plat Map)
REVISION NO.: 0

BOND FOR MONUMENTATION: $5000

Bond will be released once monumentation for the subdivision has been set or verified to be in place and not disturbed by written statement by a licensed surveyor.

The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above.

PRIOR TO FINAL PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:
CERTIFICATE OF APPROVAL
1. Revise the Certificate of Approval for the Planning Director to read “Paul Anthony, Planning Director”

CERTIFICATE OF OWNER, Include verbiage for the following:
2. that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles; and,
3. note shall be added to the final plat stating that all onsite water and sewer systems shall be privately owned and maintained.
4. a note shall be added to the final plat stating that all roads within the development shall be privately owned and maintained.

GENERAL COMMENTS
5. Any fencing constructed within the subdivision shall not disturb installed monumentation.
6. A digital copy of the approved plat shall be provided in a form acceptable to the maintainer of the County GIS.

August 8, 2019

Ms. Tiffany Stolte, Office Manager and Mr. Tyler Valentine Town of Jackson Senior Planner

Re: Westview Addition Subdivision Plat Application - JA Project No. 09040.05

Dear Tiffany and Tyler,

On behalf of Westview Partners, LLC, the current owner of the property at 1255 W Highway 22 known generally as the Westview Townhomes Project I am submitting application for subdivision of said property into two lots. This subdivision is proposed as the Westview Addition to the Town of Jackson.

This application includes:

- Notice of Intent to Subdivide published 07/03 & 07/10/2019.
- Letter of Authorization assigning Jorgensen Associates, INC. as agent.
- Town of Jackson Application
- Application fee of $1,000
- Warranty Deed showing ownership
- Title Commitment dated May 3, 2019
- Affidavit of Owner (for plat signature)
- Affidavit of Mortgagee
- Subdivision Plat (2 hard copies and digital copy).

I am submitting the above-referenced materials digitally together with hard copies, and I believe I have included all pertinent documents necessary for application and look forward to working with you on this project. If you need or desire any other materials please feel free to contact me at any time.

Thank you for your consideration in this matter,

JORGENSEN ASSOCIATES, INC.

Kenneth G. Magrath

Kenneth Magrath
Wyoming Professional Land Surveyor 8469, agent for:

Westview Partners, LLC, Hunter McCardle, Manager

H:\2009\09040\20-Lot Split Plat\Plat Application Docs\09040 05 Westview Plat Application Letter 2019-08-06.docx

PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

Please note: *Applications received after 3 PM will be processed the next business day.*

PROJECT.

Name/Description: Westview Addition To The Town Of Jackson

Physical Address: 1255 W Highway 22

Lot, Subdivision: Pt. SW1/4NE1/4, Sec. 32, TWP 41 N, R116W 6th PM PIDN: 22-41-16-32-1-00-008

PROPERTY OWNER.

Name: Westview Partners, LLC, Hunter McCardle, manager Phone: 434-326-2118

Mailing Address: PO Box 174 North Garden, VA ZIP: 22959-0174

E-mail:

APPLICANT/AGENT.

Name: Jorgensen Associates, INC., attn Ken Magrath Phone: 307-733-5150

Mailing Address: PO Box 9550, Jackson, WY ZIP: 83001

E-mail: kmagrath@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; review the type of application at www.townofjackson/200/Planning*

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

X Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____**Other:**_____

_____Environmental Analysis

PRE-SUBMITTAL STEPS. *To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.*

Pre-application Conference #: _____ Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. *Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.*

Have you attached the following?

X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Kenneth G. Magrath - AGENT
Signature of Property Owner or Authorized Applicant/Agent

08/06/2019
Date

KENNETH G. MAGRATH
Name Printed

Title

LETTER OF AUTHORIZATION

Westview Partners ,"Owner" whose address is:

P.O. Box 174, North Garden, VA 22959

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Westview Partners, as the owner of property

more specifically legally described as: 1255 Highway 22, Jackson, WY 83001

PT SW1/4 NE1/4, Sec 32, TWP 41 N, RNG 116

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, Inc. **as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.**

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

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: MANAGER

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

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Hunter Mccordle this 10 day of July, 2019.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires: 8/2/2022

YARON LEVY - NOTARY PUBLIC
County of Teton
State of Wyoming
Commission Expires 8/2/2022

Jackson Hole News&Guide

PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS&GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on July 3, 2019

Kevin Olson

Subscribed in my presence and sworn to before me this 10 Day of July, 2019.

KATHLEEN M. GODINES
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES Jan. 13, 2022

NOTARY PUBLIC

Fee for ~~publication~~ $ 76.48 Charge to the following:

Account No: 12850 Name: Jorgensen Associates

Address: PO Box 9550 Jackson WY 83002

13

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Westview Partners, LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 2 lots. The project is located on 1.1 acres, (generally) described as a portion of the SW1/4 NE1/4 of Section 32, Township 41N, Range 116W. The site is situated at the "Y" Hwy 89. The street address is 1255 West Hwy 22, Jackson, WY The name of the proposed subdivision is Westview Townhomes, Phase I.
Publish: 07/03, 07/10/19

WTE
WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

Released	
Indexed	✓
Abstracted	✓
Scanned	

WARRANTY DEED

F.S.D. Investments, LLC, a Wyoming limited liability company, GRANTOR(S), of PO Box 9879, Jackson, WY 83002, for Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Westview Partners, LLC, a Wyoming limited liability company, GRANTEE(S), whose address is PO Box 174, North Garden, VA 22959, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

As Described in Exhibit A, attached hereto

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

GRANTOR: F S D INVESTMENTS LLC
GRANTEE: WESTVIEW PARTNERS LLC
Doc 0972275 Filed At 15:51 ON 06/25/19
Sherry L. Daigle Teton County Clerk fees: 21.00
By Mary Smith Deputy

WITNESS the due execution and delivery of this Warranty Deed this 18 day of June, 2019.

F.S.D. Investments, LLC, a Wyoming limited liability company

Eric Grove, Executive Committee/Member

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Eric Grove, Executive Committee/Member of F.S.D. Investments, LLC, a Wyoming limited liability company this 18 day of June, 2019.

WITNESS my hand and official seal.

Notary Public

[S E A L]

My commission expires: 11/9/20

LIZ JORGENSON - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
My Commission Expires November 9, 2020

WITNESS the due execution and delivery of this Warranty Deed this 18 day of June, 2019.

F.S.D. Investments, LLC, a Wyoming limited liability company

Charlie Schwartz, Executive Committee/Member

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Charlie Schwartz, Executive Committee/Member of F.S.D. Investments, LLC, a Wyoming limited liability company this 18 day of June, 2019.

WITNESS my hand and official seal.

Notary Public

[S E A L]

My commission expires: 11/9/20

LIZ JORGENSON - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
My Commission Expires November 9, 2020

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land lying within the Southwest Quarter of the Northeast Quarter of Section 32, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming and more particularly described as follows:

Beginning at a point on the northerly right-of-way of State Highway 22, said point being marked by a concrete right-of-way marker with brass cap and lying South 18 degrees 36' 30" East, 1481.15 feet from the North Quarter Corner of said Section 32;

Thence North 67 degrees 13' 30" East, 25.35 feet along the right-of-way of said Highway 22 to a point marked by a concrete right-of-way marker with brass cap;

Thence North 23 degrees 36' 30" West, 54.13 feet along the right-of-way of said Highway 22 to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578", said point lying on the North line of said Southwest Quarter of the Northeast Quarter;

Thence South 88 degrees 35' East, 253.63 feet along the North line of said Southwest Quarter of the Northeast Quarter to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON
ENGR PE & LS 578";

Thence South 40 degrees 11' 30" East, 86.66 feet to a point marked by a 3/8" diameter by 12" long steel spike;

Thence South 49 degrees 31' West, 292.50 feet to a point on the northerly right-of-way of said Highway 22 and marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence North 23 degrees 36' 30" West, 221.50 feet along the northerly right-of-way of said Highway 22 to the Point of Beginning.

PIDN: 22-41-16-32-1-00-008

WTE
WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

Commitment for Title Insurance

Issued by

Old Republic National Title Insurance Company

subject to conditions and
stipulations as set forth herein

Thank you for choosing

Wyoming Title & Escrow, Inc.

As Your Title Company

Contact Information:

211 East Broadway
P.O. Box 4429
Jackson, WY 83001
Phone: (307)732-2983
Fax: (307)732-0200

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Wyoming Title & Escrow, Inc.
COMMITMENT

Commitment Issued By:

Order Number: W-19049
Amend (Version 6)

Wyoming Title & Escrow, Inc.
211 East Broadway, P.O. Box 4429
P.O. Box 4429
Jackson, WY 83001

Escrow Officer: Hallie Lane
Phone: (307)732-2983
Fax: (307) 732-0200
Escrow Officer Email: hlane@wyomingtitle.com
Email Loan Docs To: 12101edocs@wyomingtitle.com

Customer Reference: **F.S.D. Investments, LLC to Westview Partners, LLC - 27643**

Property Address: 1255 West Highway 22, Jackson, WY 83001

Title Officer: Molly Thorn
Title Officer Email: molly@wyomingtitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	**$4,345.00**
2006 ALTA Extended Loan Policy	**TBD$0.00**
ALTA 8.2-06 Environmental Protection Lien	**$50.00**
ALTA 9.1-06/CLTA 100.9-06 REM - Unimproved Land - Commercial	**$20.00**
ALTA 18-06/CLTA 129-06 Single Tax Parcel - Commercial (L)	**$100.00**
Inspection Fees	**$125.00**
Total Estimated Charges:	**$4,640.00**

*** Recording Fees in Teton County are $12 for the first page and $3 for every page thereafter ***

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

WTE

WYOMING TITLE & ESCROW

A MOTHER LODE COMPANY

In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

Order No:	W-19049

Amend (Version 6)

ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:
Wyoming Title & Escrow, Inc.
211 East Broadway
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130

Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions
(d) Schedule A;
(e) Schedule B, Part I – Requirements
(f) Schedule B, Part II – Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I – Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is $300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.

2. If the amount realized exceeds $300,000 but does not exceed $1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)

3. If the amount realized exceeds $1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is $25.00 payable to the escrow holder.

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COMMITMENT - SCHEDULE A

1. Effective Date: May 3, 2019 at 7:30AM

2. Policy or Policies to be Issued:

2006 ALTA Standard Owners Policy

Proposed Insured:	Liability:	Premium:
Westview Partners, LLC, a Wyoming limited liability company	**$1,900,000.00**	**$4,345.00**

2006 ALTA Extended Loan Policy

Proposed Insured:	Liability:	Premium:
CoreVest American Finance Lender LLC, a Delaware limited liability company, its successor and/or assigns		**TBD$0.00**

ALTA 8.2-06 Environmental Protection Lien	$50.00
ALTA 9.1-06/CLTA 100.9-06 REM - Unimproved Land - Commercial	$20.00
ALTA 18-06/CLTA 129-06 Single Tax Parcel - Commercial (L)	$100.00
Inspection Fee	$125.00

3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

F.S.D. Investments, LLC, a Wyoming limited liability company

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

Wyoming Title & Escrow, Inc.	Escrow Officer:	Hallie Lane
211 East Broadway	Title Officer:	Molly Thorn
P.O. Box 4429	Phone:	(307)732-2983
Jackson, WY 83001	Fax:	(307)732-0200

Exhibit "A"
Legal Description

A tract of land lying within the Southwest Quarter of the Northeast Quarter of Section 32, Township 41 North, Range 116 West, Teton County, Wyoming and more particularly described as follows:

Beginning at a point on the northerly right-of-way of State Highway 22, said point being marked by a concrete right-of-way marker with brass cap and lying South 18 degrees 36' 30" East, 1481.15 feet from the North Quarter Corner of said Section 32;

Thence North 67 degrees 13' 30" East, 25.35 feet along the right-of-way of said Highway 22 to a point marked by a concrete right-of-way marker with brass cap;

Thence North 23 degrees 36' 30" West, 54.13 feet along the right-of-way of said Highway 22 to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578", said point lying on the North line of said Southwest Quarter of the Northeast Quarter;

Thence South 88 degrees 35' East, 253.63 feet along the North line of said Southwest Quarter of the Northeast Quarter to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence South 40 degrees 11' 30" East, 86.66 feet to a point marked by a 3/8" diameter b y 12" long steel spike;

Thence South 49 degrees 31' West, 292.50 feet to a point on the northerly right-of-way of said Highway 22 and marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence North 23 degrees 36' 30" West, 221.50 feet along the northerly right-of-way of said Highway 22 to the Point of Beginning.

PIDN: 22-41-16-32-1-00-008

SCHEDULE B - Part I
REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.

3. Pay Wyoming Title & Escrow the premiums, fees and charges for the policy.

4. You must tell us in writing the name(s) of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.

5. Warranty Deed executed by F.S.D. Investments, LLC, a Wyoming limited liability company, vesting fee simple title to the subject property in Westview Partners, LLC, a Wyoming limited liability company.

   Note:

   1) A Statement of Consideration is required with each transfer of title in the State of Wyoming per Wyoming Statute 34-1-142.
   2) All Grantors must cite marital status and their spouses, if any, must join in the execution of the deed(s) for the purpose of waiving any homestead rights they may have.

6. Mortgage executed by Westview Partners, LLC, a Wyoming limited liability company, in favor of CoreVest American Finance Lender LLC, a Delaware limited liability company.

   Note: The Mortgagor(s) must cite marital status and their spouse(s), if any, must join in the execution of the mortgage for the purpose of waiving any homestead rights they may have.

7. Provide an affidavit and indemnity by owner for extended coverage lender's policies, sufficient in the Company's opinion to delete Exceptions 1, 2, 3 and 7 of Schedule B-Exceptions.

8. A property inspection will be made prior to recording the Mortgage to be insured. If such inspection discloses any evidence of commencement of a work of improvement, the coverage for mechanic's lien shown as exception no. 4 under Schedule B, Exceptions, will not be deleted unless all the necessary documents for indemnification have been submitted to the company and such indemnification has been formally approved by the company prior to recording the mortgage.

9. Pay all taxes, charges and assessments levied and assessed against the subject premises which are due and payable.

10. The requirement that we be provided with a copy of the operating agreement and any amendments thereto for F.S.D. Investments, LLC, a Wyoming limited liability company, a Wyoming limited liability company.

11. The requirement that we be provided with a copy of the operating agreement and any amendments thereto for Westview Partners, LLC, a Wyoming limited liability company, a Wyoming limited liability company.

12. It is the Company's understanding that the structures currently located on the property are to be removed prior to Closing and Exception No(s). 19 of Schedule B - Exceptions will be deleted from the title policy.

13. To remove Exception No(s). 20 of Schedule B - Exceptions hereof, the Company requires payment, satisfaction, cancellation, release or other disposition of said mortgage.

14. To remove Exception No(s). 21 of Schedule B - Exceptions hereof, the Company requires payment, satisfaction, cancellation, release or other disposition of said assignment of rents.

15. To remove Exception No(s). 22 of Schedule B - Exceptions hereof, the Company requires payment, satisfaction, cancellation, release or other disposition of said mortgage.

16. *** HI-LI APPROVAL NOTE:

    A Hi Liability clearance must be obtained prior to the close of escrow. Please advise as soon as possible as to what the particulars of the transaction are, including endorsements required and, if there is to be a loss of priority, financial information on the borrower and the work in progress.

SCHEDULE B - Part II
EXCEPTIONS

Schedule B of the policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and that is not shown by the public records.

4. Any lien, or right to a lien, imposed by law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; or (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, whether or not shown by the public record.

7. (a) Taxes, assessments or special levies which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records; (b) Real Property Taxes for the year 2019 and subsequent years; (c) Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

8. Taxes, special and general, assessment districts and service areas for the year 2018.

Tax ID No.:	OJ-005265
1st Installment:	$3,320.54 PAID
2nd Installment:	$3,320.53 plus interest and fees are DELINQUENT

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

9. General taxes for the year 2019, a lien in the process of assessment, not yet due or payable.

10. Assessments for the Spring Creek Improvement and Service District, if any, which are excluded from the coverage afforded hereby.

11. Intentionally deleted.

12. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the State of Wyoming in a document recorded September 5, 1946, as (instrument) Mixed Records (book) 6 (page) 48, 49 & 50, Official Records:
Purpose: Right of way and incidental purposes
B6P48-49-50 MR

13. All matters as delineated on the Official Map of Survey - Property of Jack Corbin, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-38A.
Map T-38A

14. The terms, conditions and provisions as contained in the Agreement entitled "Spring Creek Improvement and Service District", by and between Spring Creek Improvement and Service District and Jackson Hole Choice Meats, Inc., dated May 27, 1998, recorded June 10, 1998, as (book) 356 (page) 161, Official Records.
B356P161

15. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 14, 1998, as (book) 367 (page) 432, Official Records.
B367P432

16. All matters as delineated on the Official Map of Survey prepared for JLC Development, LLC, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-30F.
Map T-30F

17. The terms, conditions and provisions as contained in the Agreement entitled "Development Agreement", by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Town of Jackson, dated March 20, 2017, recorded April 13, 2017, as (book) 943 (page) 474, Official Records.
B943P474

18. Unrecorded leaseholds, if any, rights of parties in possession other than the vestee(s) herein, rights of secured parties under financing statements as to personal property located on the premises herein and the rights of tenants to remove trade fixtures.

19. The land described in this report or policy shall not be deemed to include any house trailer, modular home, mobile home or mobile dwelling on the subject property.

20. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of $1,800,000.00, dated May 29, 2008, recorded May 30, 2008, as (instrument) 0730435 (book) 700 (page) 145, Official Records.
Mortgagor: F.S.D. Investments, LLC, a Wyoming limited liability company
Mortgagee: Bank of Jackson Hole

21. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole, recorded May 30, 2008, as (instrument) 0730436 (book) 700 (page) 152, Official Records.

22. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of $225,000.00, dated April 10, 2017, recorded June 23, 2017, as (instrument) 0930398 (book) 947 (page) 846, Official Records.
Mortgagor: F.S.D. Investments, LLC, a Wyoming limited liability company
Mortgagee: Michael Pruett

********** End of Schedule B **********

*** INFORMATIONAL NOTES:

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at ~www.alta.org~.

If the proposed insured under the policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 1255 West Highway 22, Jackson, WY 83001

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

The Teton County Clerk has requested that the following PIN number be included in all recorded instruments for the subject property:
PIDN: 22-41-16-32-1-00-008

*** CHAIN OF TITLE REPORT

According to the public records, no documents conveying the property described in this report have been recorded within a period of 24 months prior to the date of this report, except as shown herein:

NONE

Warranty Deed from Spring Gulch Partners, LLC, a Wyoming Limited Liability Company, to F.S.D. Investments, LLC, a Wyoming limited liability company, recorded May 30, 2008, as (instrument) 730434 (book) 700 (page) 143, Official Records.

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company
National Closing Solutions, Inc.
National Closing Solutions of Alabama, LLC
National Closing Solutions of Maryland, Inc.
Texas National Title
Placer Title Company
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes – to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes – information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes – information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

Questions	Go to www.oldrepublictitle.com (*Contact Us*)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you. State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.

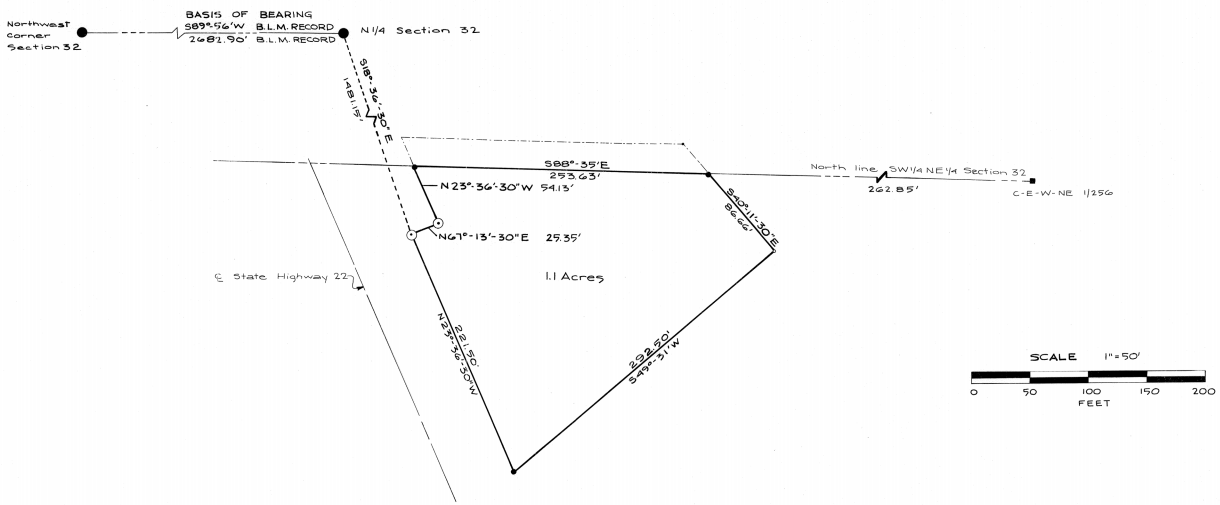
	• Old Republic Title doesn't jointly market.

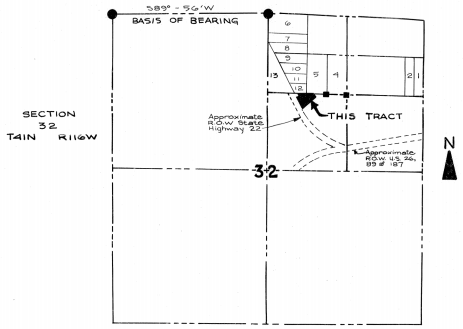
Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from your or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				





VICINITY MAP

1" = 1000'

LEGEND

- ◦ 3/8" diameter by 12" long steel spike
- • Steel fence post, found corner of original survey; Book 10 Deeds page 190, & Book 9 Deeds, page 387, Teton County, Wyo. records
- ● 5/8" diameter by 16" long steel reinforcing bar with Surv-Kap inscribed: "NELSON ENGR PE & LS 578"
- ⊙ Concrete right-of-way marker with brass cap
- ● B.L.M. brass cap, corner recordation form filed
- ■ B.L.M. brass cap
- —·—·— Boundary original survey; Book 10 Deeds page 190, & Book 9 Deeds, page 387, Teton County, Wyoming records
- - - - - - Tie
- ——— Section or sectional subdivision line
- ——— Boundary property of JACK CORBIN

CERTIFICATE OF SURVEYOR

I, Frank J. Grimes, a duly licensed surveyor, as prescribed by Wyoming State Statutes, do hereby certify that this map was made from notes taken during an actual survey made under my direction during December, 1978 by Michael Quinn, for whose work I stand personally responsible, and that it accurately represents the following described tract;

A tract of land lying within the SW1/4 NE1/4 Section 32, T41N, R116W, Teton County, Wyoming and more particularly described as follows:

Beginning at a point on the northerly right-of-way of State Highway 22, said point being marked by a concrete right-of-way marker with brass cap and lying S18°-36'-30"E, 1481.15' from the North 1/4 corner of said Section 32;

thence N67°-13'-30"E, 25.35 feet along the right-of-way of said Highway 22 to a point marked by a concrete right-of-way marker with brass cap;

thence N23°-36'-30"W, 54.13 feet along the right-of-way of said Highway 22 to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with Surv-Kap inscribed: "NELSON ENGR PE & LS 578", said point lying on the north line of said SW1/4 NE1/4;

thence S 88°-35'E, 293.63 feet along the north line of said SW1/4 NE1/4 to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with Surv-Kap inscribed: "NELSON ENGR PE & LS 578";

thence S 40°-11'-30"E, 86.66 feet to a point marked by a 3/8" diameter by 12" long steel spike;

thence S49°-51'W, 292.50 feet to a point on the northerly right-of-way of said Highway 22 and marked by a 5/8" diameter by 16" long steel reinforcing bar with Surv-Kap inscribed: "NELSON ENGR PE & LS 578";

thence N23°-36'-30"W, 221.50 feet along the northerly right-of-way of said Highway 22 to the POINT OF BEGINNING.

Said parcel containing an area of 1.1 acres, more or less, and being subject to any right-of-ways, easements, and mineral reservations legally acquired.

The BASIS OF BEARING for this survey is S89°-56'W from the north 1/4 corner of said Section 32, where is found a B.L.M. brass cap to the Northwest corner of said Section 32, where is found a B.L.M brass cap.

Frank J. Grimes, Land Surveyor
Registration No. 569

MAP OF SURVEY

PROPERTY OF

JACK CORBIN

LOCATED IN THE

SW 1/4 NE 1/4 SECTION 32

T41N R116W

TETON COUNTY, WYOMING

JANUARY 1979

Recorded Jan. 24 79 10:20 A.M. in Book 1 Maps Page 186 at 3:00 P.M. No. 193324
V. Galyan Counce Clerk
Ann Rules Dep.

N
W E
S

SURVEYED M. Quinn 12/1978
DRAWN J. Pasiucci
CHECKED
APPROVED
REV.

NELSON ENGINEERING
JACKSON, WYOMING
GREEN RIVER, WYOMING
DUBOIS, WYOMING

DRAWING TITLE: MAP OF SURVEY PROPERTY OF JACK CORBIN LOCATED IN THE SW1/4NE1/4 SECTION 32 T41N R116W TETON COUNTY, WYOMING

JOB TITLE: SURVEY TEXACO BULK PLANT SITE

DRAWING NO 1-1/343-78

JOB NO 343-78

T-38A

AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
WESTVIEW ADDITION TO THE TOWN OF JACKSON

TO WIT:

The undersigned being first duly sworn, deposes and says:

THAT the undersigned, for and on behalf of Westview Partners, LLC, a Wyoming limited liability company, has examined a copy of that plat prepared Month DY, 2019, last revised Month DY, 2019, of the Westview Addition to the Town of Jackson, being located within SW1/4 of the NE1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming;

THAT said Westview Partners, LLC is the owner and proprietor of the lands depicted on said plat of the Westview Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT the undersigned acknowledges that the subdivision of land depicted on said plat of the Westview Addition to the Town of Jackson and described in said Certificate of Surveyor is with the free consent and in accordance with the desires of said Westview Partners, LLC; and

THAT the undersigned intends that his signature to and the recording of this Affidavit in the Office of the Clerk of Teton County, Wyoming shall have the same force and effect as his signature to the Certificate of Owner as contained on said plat.

WESTVIEW PARTNERS, LLC,
a Wyoming limited liability company

_____
Hunter McCardle
Manager

STATE OF _____)
) ss
COUNTY OF _____)

On this _____day of _____, 2019, before me, the undersigned Notary Public, personally appeared Hunter McCardle for Westview Partners, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Manager of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

WITNESS my hand and official seal.

_____
Notary Public
My Commission Expires:

DRAFT

Affidavit of Acknowledgment and Acceptance of Plat

KNOW ALL MEN BY THESE PRESENTS:

_____ [name], _____ [title], CoreVest American Finance Lender LLC, a Delaware limited liability company, being first duly sworn, does hereby depose and say:

1. That CoreVest American Finance Lender LLC is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded as Document Number 0972277, filed on June 25, 2019, which affects title to real property according to that Warranty Deed recorded in said Office as Document Number 0972275 on June 25, 2019.
2. That I have examined a copy of the Final Plat of the Westview Addition to the Town of Jackson, being located within SW1/4 of the NE1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2019 to be recorded in said Office;
3. That I hereby consent to the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said Plat;
4. That I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said Plat.

Further affiant sayeth naught.

CoreVest American Finance Lender LLC

_____

By:
Its:
Date:

STATE OF _____)
) ss
COUNTY OF _____)

On this _____day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____for CoreVest American Finance Lender LLC, a Delaware limited liability company, and known to me, or proven by satisfactory evidence, to be the _____of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

_____
Notary Public

DRAFT

Plotted by RLundvall on Aug 09, 2019 - 2:00pm

CERTIFICATE OF OWNERS

The undersigned, acting for and on behalf of Westview Partners, LLC, a Wyoming limited liability company do hereby certify:

that said Westview Partners, LLC is the owner and proprietor of those parts of SW1/4NE1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M. Teton County, Wyoming, more particularly described in the Certificate of Surveyor and shown on Sheet 2 of this plat;

that said parts of Section 32 are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said Westview Partners, LLC;

that the name of the foregoing subdivision shall be the WESTVIEW ADDITION TO THE TOWN OF JACKSON;

that WESTVIEW ADDITION TO THE TOWN OF JACKSON is in accordance with, and SUBJECT TO the terms and conditions of the Final Development Plan for Westview Townhomes (P16–085), as approved by the Town Council on October 17, 2016, and subsequent amendments thereto P18–095 approved by said Council on August 6, 2018; P18–136 and P18–330 approved by said Council on December 17, 2018; that Hillside Conditional Use Permit (P16–001) approved by said Council on October 17, 2016 and the amended Hillside Conditional Use Permit (P18–135) approved by said Council on August 6, 2018, and subsequent amendments thereto; all of record in the Town of Jackson Planning and Building Department;

that the foregoing subdivision is SUBJECT TO the terms and conditions of the following instruments of record in the Office of the Clerk of Teton County, Wyoming:

those Easements for right of way and incidental purposes granted to the State of Wyoming recorded in Book 6 of Mixed Records, pages 48, 49 and 50;

that Easement for electric utilities granted to Lower Valley Power and Light, Inc., predecessor to Lower Valley Energy, Inc., recorded in Book 367 of Photo, page 432;

that Development Agreement by and between F.S.D. Investments, LLC, a Wyoming limited liability company and the Town of Jackson recorded in Book 943 of Photo, pages 474–484;

that First Amendment to Development Agreement by and between said Westview Partners, LLC and the Town of Jackson recorded as Document 0972280;

that the lots of WESTVIEW ADDITION TO THE TOWN OF JACKSON have the use and benefit of the terms and conditions of the following instruments of record in said Office:

that Utility Easement Agreement by and between Waybroad, LLC, a Montana limited liability company and said Westview Partners, LLC recorded as Document 0972281;

that Lots 1 and 2 of the foregoing subdivision have access to and from Batch Plant Road (County Road 22–14) and Wyoming Highway 22, respectively, both of which are public roads;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non–exclusive easements for any purpose the undersigned deems necessary in, under, and across the Lots of the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with use under prior easement grants;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to amend, modify and/or relocate all easements created by or referenced on this plat; by accepting a deed to any lot of the foregoing subdivision, an owner acknowledges the undersigned's reserved rights set forth in this paragraph, and expressly consents hereto to any such amendment, modification and/or relocation, and provides that such party is not an abridged or affected party and acknowledges consent to any action required to accomplish said amendment, modification and/or relocation, including, but not limited to, a partial vacation of plat;

that for all lots that remain in the ownership of the undersigned, the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to vacate and replat any lot(s) of the foregoing subdivision and/or perform a boundary adjustment within the foregoing subdivision; by accepting a deed to any lot of the foregoing subdivision, an owner acknowledges the undersigned's reserved rights set forth in this paragraph, and expressly consents hereto to any such vacation and replat of any lots, or portions thereof, and/or the performance of a boundary adjustment and acknowledges consent to the completion of any other action required by the governing bodies for the vacation and replat of such lot or lots, or any portion thereof, and/or the performance of a boundary adjustment, including, but not limited to the conveyance of any access and easements in, under, over, and across and lot(s) of the foregoing subdivision;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that no surface water rights are attached to this subdivision;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to this subdivision;

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

that this subdivision may be subject to other easements, rights–of–way, covenants,conditions, restrictions, reservations, or agreements of sight and/or record including but not limited to those shown hereon.

Westview Partners, LLC
a Wyoming limited liability company

By:

BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

Hunter McCardle
Manager

CERTIFICATE OF MORTGAGEE

CONSENT OF MORTGAGEE, COREVEST AMERICAN FINANCE LENDER LLC
BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

CERTIFICATE OF ENGINEER

I, Aaron F. Japel, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify:

that the extensions of the water distribution system and sewage collection systems of the Town of Jackson designed to serve the foregoing subdivision meet all applicable Federal, State and Town of Jackson requirements and standards;

that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.

Aaron F. Japel
Wyoming Professional Engineer No. 10240

State of Wyoming)
County of Teton) SS
Town of Jackson)

The foregoing instrument was acknowledged before me by Aaron F. Japel this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR

I, Kenneth G. Magrath, a Wyoming Professional Land Surveyor, do hereby certify:

that by the authority of the owners, I have subdivided the lands shown on this plat to be known as the WESTVIEW ADDITION TO THE TOWN OF JACKSON;

that the subdivided land is identical with and described as:

A PARCEL OF LAND lying within the SW1/4 NE1/4 Section 32, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, being IDENTICAL TO that tract described in that Warranty Deed of record as document 0730434 in the Office of the Clerk of Teton County, Wyoming, and being more particularly described as follows:

BEGINNING on the easterly right–of–way of State Highway 22, at a 2–1/2 inch nominal iron pipe with brass cap right–of–way marker inscribed "1998 PE & LS 578" and other appropriate markings, lying S18°29'05"E, 1481.10 feet from the North Quarter Corner of said Section 32;

thence on said right–of–way N67°21'29"E, 25.11 feet to a 6 inch square concrete post with 3–1/2 inch diameter brass cap inscribed "WYOMING DEPT. OF TRANSPORTATION PLS 482" and other appropriate markings;

thence continuing on said right–of–way N22°46'59"W, 53.96 feet to the northerly boundary of said SW1/4 NE1/4 monumented by a 5/8 inch diameter reinforcing bar with 2 inch aluminum cap inscribed "PLS 566";

thence departing said right–of–way and proceeding on said northerly boundary S88°32'14"E, 252.77 feet;

thence departing said northerly boundary and proceeding S40°06'16"E, 0.07 feet to a 5/8 inch diameter reinforcing bar with 1–1/2 inch aluminum cap inscribed "PLS 4270";

thence continuing S40°06'16"E, 86.69 feet to a 5/8 inch diameter reinforcing bar with 1–1/2 inch aluminum cap inscribed "PLS 4270";

thence S49°32'34"W, 292.28 feet to a 5/8 inch diameter reinforcing bar with 1–1/2 inch aluminum cap inscribed "PE & LS 578";

thence continuing S49°32'34"W, 0.22 feet to said easterly right–of–way;

thence on said easterly right–of–way, the BASIS OF BEARING for this description, N23°29'17"W 221.56 feet to the POINT OF BEGINNING.

The area of said parcel amounts to 1.10 acres, more or less.

that to the best of my belief and knowledge, the dimensions of the boundary and lots of the Westview Addition to the Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during 2019;

that the foregoing subdivision is SUBJECT TO easements, rights–of–way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record called for in the Certificate of Owner on this plat;

that there are no surface water rights appurtenant to the lands of the foregoing subdivision;

Kenneth G. Magrath
Wyoming Professional Land Surveyor No. 8469

State of Wyoming)
County of Teton) SS
Town of Jackson)

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

GENERAL NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION AND TREATMENT SYSTEMS..

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWER COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM WITHIN THE SUBDIVISION.

NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.

ACCORDING TO MAP 56039C2906D OF THE TETON COUNTY, WYOMING AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% (500–YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

THE TOWN OF JACKSON IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ANY ROADS WITHIN THIS SUBDIVISION.

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE: "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE."

WATER RIGHTS NOTES

THE SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to, and in accordance with Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, WESTVIEW ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the XX day of XXXXXX 2019.

ATTEST: TOWN OF JACKSON

Sandra P. Birdyshaw, Clerk — Pete Muldoon, Mayor

Brian T. Lenz, Engineer — Tyler Sinclair, Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw, Clerk, this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Engineer, this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning Director, this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

LAND USE SUMMARY

2 Lots Total
1 @ 0.29 AC
1 @ 0.81 AC
Total Acreage 1.10 AC

APPLICANT & OWNER:

Westview Partners, LLC
a Wyoming limited liability company
P.O. Box 174
North Garden, Virginia 22959
434–326–2118

SURVEYOR & ENGINEER:

Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

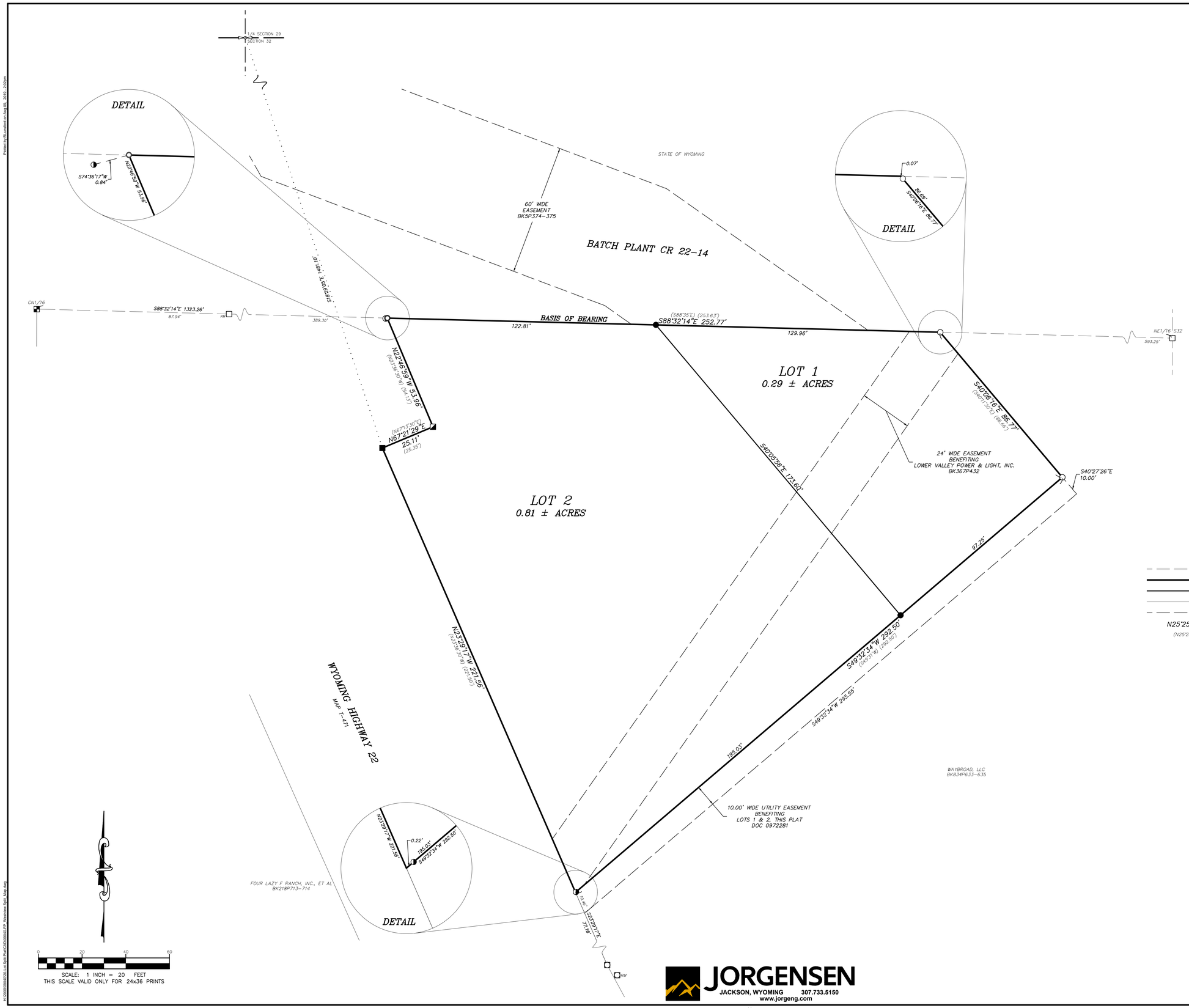
FINAL PLAT
WESTVIEW ADDITION TO THE TOWN OF JACKSON

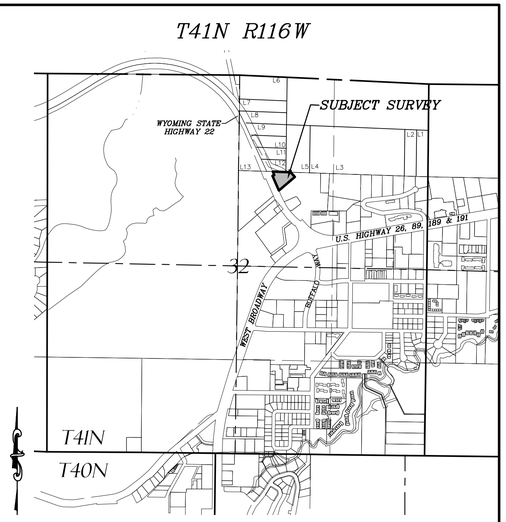
LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M
TOWN OF JACKSON.
TETON COUNTY, WYOMING

SHEET 1 OF 2

PREPARED BY: STAFF MAP PREPARED: 08/09/2019 PROJECT NUMBER: 09040.20

H:\2009\09040\20-Lot Split Plat\CAD\09040-FP (Westview Split-Certificates.dwg)





VICINITY MAP

SCALE 1"=1000'

LEGEND

	indicates a monument with Land Corner Recordation Certificate of record in the Office of the Clerk of Teton County, Wyoming
	6" sq. concrete post with 3-1/2" ø brass cap inscribed "WYOMING DEPT. OF TRANSPORTATION PLS 482" with other appropriate markings
	2-1/2" ø aluminum pipe with 3" ø aluminum cap inscribed "WYOMING DEPT. OF TRANSPORTATION PLS 482" with other appropriate markings NOTE: RM indicates reference monument
	2-1/2" ø iron pipe with 3" ø brass cap inscribed "U.S. CADASTRAL SURVEY BUREAU OF LAND MANAGEMENT 1956" with other appropriate markings; RM indicates reference monument
	1" ø iron pipe with 2-1/2" ø brass cap inscribed "U.S. GENERAL LAND OFFICE SURVEY 1956" with other appropriate markings
	2-1/2" ø iron pipe with 3" ø brass cap inscribed "1998 PE & LS 578" with other appropriate markings
	5/8" ø steel reinforcing bar with 2" ø aluminum cap inscribed "PLS 566"
	5/8" ø steel reinforcing bar with 1-1/2" ø aluminum cap inscribed "PLS 4270"
	5/8" ø steel reinforcing bar with 1-1/2" ø aluminum cap inscribed "PE & LS 578"
	reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 8469" set this survey
	sectional subdivision line
	boundary, this subdivision
	boundary, lot within this subdivision
	boundary, adjoining property
	boundary, easement, as noted
N25°25'25"E 100.00'	measured bearing & distance
(N25°25'25"E) (100.00')	record bearing & distance, Warranty Deed DOC 0972275

FINAL PLAT
WESTVIEW ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M
TOWN OF JACKSON.
TETON COUNTY, WYOMING

SHEET 2 OF 2

PREPARED BY: RHL MAP PREPARED: 08/09/2019 PROJECT NUMBER: 09040.20

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

Plotted by Richmond on Aug 09, 2019 - 2:02pm
H:\2009\09040\20-Lot Split Plat\CAD\09040.FP - Westview Split Map.dwg

TOWN OF JACKSON
TOWN COUNCIL
AGENDA DOCUMENTATION

PREPARATION DATE: October 1, 2019
MEETING DATE: October 7, 2019

SUBMITTING DEPARTMENT: Community Development
DEPARTMENT DIRECTOR: Tyler Sinclair
PRESENTER: Tyler Sinclair

SUBJECT: **Consideration of a Town response to the Wyoming Legislature's Joint Interim Corporations, Elections and Political Subdivisions Committee on House Bill 277**

STATEMENT/PURPOSE

To allow Town Council to discuss and give consideration of a Town response to the Wyoming Legislature's Joint Interim Corporations, Elections and Political Subdivisions Committee, regarding reintroduction of House Bill 277, prohibiting the use of Housing Exactions by local governments.

BACKGROUND/ALTERNATIVES

On September 16 and 17, 2019, the Wyoming Legislature's Joint Interim Corporations, Elections and Political Subdivisions Committee (Committee), met in Jackson. On September 16, the committee met with local members of Jackson Hole Working. It has been reported that one of the topics discussed at this meeting was local Housing exactions, however this portion of the meeting was not included on the agenda or in the online video of the proceedings. Staff has attached the Jackson Hole News and Guide article on this topic as no other formal documentation appears to be available. On September 17, the Committee voted to reintroduce House Bill 277 including House amendments which would have the effect of prohibiting towns and counties from enacting Housing Exactions. Based upon this action the topic will next be discussed by the Committee at their November 18 and 19, 2019, meeting in Cheyanne. A portion of the Committee meeting video is available by following the web link found in the Attachment section of this report.

Based upon the potential impact of proposed House Bill 277 on Local Control and Local Housing Exactions this item has been placed on the Council's agenda for discussion. Possible items for consideration may include:

- Preparing a formal Town response to proposed House Bill 277 to be provided to the Committee prior to their November meeting.
- Rescheduling and/or cancelling of the November 18, 2019, Regular Town Council Workshop and Meeting, to allow Elected Officials and other interested members of the community to attend the November 18 & 19 Committee meeting and provide testimony.
    - Should Council elect to schedule a Special Town Council Workshop and Meeting to replace the November 18 Regular Workshop and Meeting a date should be selected so the required notification can be completed. Possible weeks for rescheduling include November 11, 18 or 25.
- Additional Council direction on this topic.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that this item may directly effect the validity of the Comprehensive Plan as it is a matter of local control, specifically Section 5 Local Workforce Housing as it relates to Housing Exactions as part of the comprehensive approach to housing described therein.

STAKEHOLDER ANALYSIS

Staff finds that this item may effect all residents of the Town of Jackson, Teton County and the State of Wyoming.

FISCAL IMPACT

None at this time. Based upon Council discussion approval of Council travel and accommodations for attendance at the Committee meeting in Cheyanne may be required.

STAFF IMPACT

A significant amount of staff time has been spent on this issue.

LEGAL REVIEW

On-going

ATTACHMENT

1. Jackson Hole News and Guide, article "Housing Program targeted by Leg." September 18, 2019
2. State of Wyoming - 2019 Corporations, Elections & Political Subdivisions Webpage
   - State Website: https://www.wyoleg.gov/Committees/2019/J07
   - Day Two Video Discussion begins at time: 8:01

RECOMMENDATION

None at this time.

SUGGESTED MOTIONS

Item 1
I move to direct staff to work with the Mayor to draft a letter to the Wyoming Legislature's Joint Interim Corporations, Elections and Political Subdivisions Committee outlining the Town's position on House Bill 277 as discussed at this meeting for final review and signature by the Mayor.

Item 2

I move to cancel the November 18 Regular Town Council Workshop and Meeting and set a Special Town Council Workshop and Meeting on November __, 2019.

Item 3

I move to direct staff to ….

Housing program targeted by Leg.

Teton electeds angered by surprise lunch where JH Working lobbied legislative committee.

By Allie Gross

Although housing wasn't on its agenda, a legislative committee decided last minute to advance a bill that could gut Teton County's affordable housing program.

The unexpected vote followed a Monday lunch with the advocacy group Jackson Hole Working.

While Jackson Hole Working dubbed the event a "public lunch and learn," it was not included on the agenda for the Wyoming Legislature's Joint Interim Corporations, Elections and Political Subdivisions Committee.

A handful of local elected officials found out about the lunch only after awkwardly stumbling into the gathering when they showed up early for the committee's afternoon proceedings. Local officials blindsided by the lunch included state Sen. Mike Gierau, D-Teton.

"It's not fair because it wasn't adequately noticed," Gierau said. "There could have been 200 people here to speak in opposition to some of the views that were expressed by the advocacy group, but they didn't know about the lunch. No one did except the people that set it up."

On Tuesday, as the committee was wrapping up, Rep. Shelly Duncan, R-Goshen, cited "testimony at lunchtime" as her reason for bringing up

See **HOUSING RULES** *on 19A*

HOUSING RULES

Continued from cover

a bill — also not on the agenda — to prohibit towns and counties from requiring developers to build or pay for housing. Duncan told committee members that solving housing issues should be left to the private sector with "less regulation and robust incentives-based programs."

"That's my theory," she said, "and from what we heard from the testimony we had yesterday."

During last winter's legislative session, Duncan sponsored House Bill 277. The bill targeted rules the town of Jackson and Teton County updated in the summer of 2018 to increase how much developers — particularly commercial developers — must pay toward affordable housing when building a project.

Duncan's bill was one of several last session that Teton County officials said aimed to preempt local control and overrule Teton County policies. Duncan's housing bill passed the corporations committee but failed to make it onto the House floor. Those tensions between state and Teton County elected officials led the corporations committee to commit to hosting a meeting in Jackson, landing more than a dozen legislators in Teton County Library's Ordway Auditorium on Monday and Tuesday.

Rep. Tyler Lindholm, R-Crook/Weston, co-chairman of the committee, said that while affordable housing didn't make it onto the agenda, people were welcome to comment on anything during a general public comment period at the end of the meeting Tuesday.

So state Rep. Andy Schwartz, D-Teton, was surprised when he showed up early for the committee meeting and walked in on legislators having a lunch discussion on housing rules with Jackson Hole Working.

"There was people sitting at the table where you testify, and virtually the entire committee sitting in their chairs," Schwartz said. "It sure wasn't on the agenda."

"I was not pleased, because I felt like they had scheduled a meeting that wasn't noticed, wasn't recorded," Schwartz said. "It was outside the scope of the meeting notice."

According to its website, Jackson Hole Working is "a community-driven movement that values the vibrant heart of downtown, a workforce housing market driven by the private sector, the protection of private property rights and the preservation of open spaces and wildlife corridors."

The group originated in 2016 as the pro-development "Think About It, Jackson Hole" to oppose a rezoning for the downtown district and push for more commercial development. The group later rebranded as "Jackson Hole Working" with the goal of representing working families.

Current board members are Ted Staryk, owner of Snake River Brewing; Kevin Kavanagh, general manager of the Clear Creek Group; Kelly Lockhart, partner in Lockhart Cattle Company; John Carney, of Carney, Logan, Burke Architects; Anna Cole, communications manager at Jackson Hole Mountain Resort; John Stennis, of GYDE Architects; Sadek Darwiche, manager of Hotel Jackson; Tyler Davis, of Wyoming Property Management; Jenn Ford, of Frederick Mountain Group; and Joe Rice, owner of Blue Collar Restaurant Group.

Most recently the group has advocated for an inventory of child care providers and more equitable sources of START funding. The group and its board members also strongly opposed the drastic increases to mitigation requirements in 2018 that upped commercial developers' affordable housing obligations, saying the rules would place a moratorium on business growth and harm "mom and pops."

> *"My perception is at that lunch there was one view given and there was one view that was taken."*
>
> — *Arne Jorgensen*
> TOWN COUNCILOR

In a statement, Ford said that when the corporations committee came to Jackson, the group "took the opportunity to host a public "lunch and learn to talk about the many issues they have been working on." Although the lunch was not publicly advertised and local elected officials were not invited, the nonprofit said some members of the public attended.

Lindholm said Jackson Hole Working reached out to him and asked to give a presentation at lunch.

"We talked about economic development, what that looks like going forward in this area," Lindholm said. "We talked about some of the bills that have gone through the legislature last go-around, how they felt about some of those bills."

Like Schwartz, Jackson Town Councilor Arne Jorgensen wandered into the lunch meeting and grabbed a plate of barbecue. He said the focus of the meeting was the local housing rules — and just one perspective was presented.

"It went through a very, very narrow lens," Jorgensen said of the conversation about local housing policy. "That it's bad and it's destroying business and Teton County. It was pretty clear."

"My perception is at that lunch there was one view given and there was one view that was taken," Jorgensen said. "I felt really strongly that we needed to at least introduce the notion that there are other aspects of this issue that did not get talked about."

After Duncan brought up the lunch testimony and requested the committee consider the bill prohibiting housing exactions, eight people were allowed to comment for 3 minutes each before Lindholm cut it off, citing time constraints.

During public comment, Jorgensen said the Jackson Hole Working discussion lacked certain nuances about the town and county's housing programs. Schwartz emphasized the Legislature should leave local policies to local representatives.

Jerimiah Rieman, director of the Wyoming County Commissioners Association, said everybody should have been able to participate in a full conversation on the housing topic, rather than just a presentation from one group.

"I'm kind of disappointed this conversation is coming up at the 14th hour," Rieman said."I would just ask for a little bit of consideration that

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HOUSING RULES

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we have a more robust conversation on this topic, take in all the various factors that are in play for all the communities that are trying to deal with this, rather than bring it up in a public comment forum right at the end of a meeting."

Jackson Hole Chamber of Commerce CEO Anna Olson said Teton County's housing requirements are too punitive for businesses.

"This is causing a problem and is stopping new opportunities and new business opportunities in Teton County, which does go against the state's mission of bringing new business into our entire state," Olson said. "That shouldn't not include Teton County."

After the chairs closed public comment on housing, Duncan moved to revive last session's House Bill 277. The committee approved it with a single "no" vote from Rep. Andi Clifford, D-Fremont.

Natalia Macker, chairwoman of the Teton County Board of County Commissioners, said the way the meeting unfolded was "astonishing." If the committee wanted to discuss the housing regulations while visiting Jackson, she would have rather seen a comprehensive conversation with more than one group's viewpoint.

"What a wasted opportunity to do the best job we can possibly do," Macker said.

"It feels like they're choosing to only hear one perspective within the spectrum, as opposed to there's a variety of other voices, not just local government elected officials. I would like to think when we make policies and legislate that we want to hear from everyone."

Schwartz, along with Gierau said it's common for legislators to have lunch with interest groups. The committee was invited to have a casual breakfast at 7:30 a.m. Tuesday with Teton County commissioners, though Macker said it wasn't well attended.

Gierau said it's not common to see a committee dine with an interest group in the meeting chamber, with virtually the whole committee seated and people providing testimony.

"This is why people don't trust government," Gierau said. "That's why people have no faith in government, no faith in what happens, because a group sashays in unannounced, unreported, not displayed in the newspaper, not told to anybody, and says a couple things on one side of the argument. Then, boom, a bill draft comes out. It's going to be heard by a legislative committee at the next meeting."

Lindholm said the lunch wasn't publicly noticed or recorded because it wasn't a public meeting.

"It was a sponsored lunch where they offered lunch and you could come and go," Lindholm said. "It was up to you. So it was not public. I mean, we didn't close the doors. Anybody could've walked in, but it wasn't an official legislative meeting by any stretch. We took no action. We did nothing."

Schwartz and Gierau both said they don't necessarily disagree with critics of the housing policies, but the committee should have held a more open discussion.

"I disagree violently and vehemently with the way they did it," Gierau said. "The committee got hijacked by a group and ... by certain members of the committee who wanted to do it. That's not right."

The bill prohibiting housing exactions is expected to resurface at the committee's next meeting in November in Cheyenne.

Contact Allie Gross at 732-7063 or county@jhnewsandguide.com.

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: October 7, 2019

RE: Town Manager's Report

Police Officer Recruitment and Retention

As noted in the staff report for the overhire and for the Mutual Aid MOU, we are currently working on updating our recruitment and retention options for sworn Police Officers. We are finding it challenging at this time to maintain our level of coverage. The assistance of Lincoln County at the Airport will certainly help out our coverage but until our current candidates are through the background and the academy that begins in January, we will be short staffed. If you would like further information about our efforts, please contact myself, Roxanne Robinson or Chief Todd Smith.

SPET Educational Efforts

Carl Pelletier, our Public Information Officer, has been working with Teton County's PIO as well as other staff of the Town and County and elected officials to coordinate and manage our educational efforts with SPET. Carl has done an excellent job of getting all of our educational materials together and coordinating these events. Thank you to those Councilmembers who have been able to assist in these efforts also.