

Jackson Town Council Regular Meeting

September 21, 2020

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. WEBEX LINK FOR PUBLIC PARTICIPATION

To join, click on the link or copy it to your browser:

<https://townofjacksonwy.webex.com/townofjacksonwy/onstage/g.php?MTID=e7d7303047b7d3104b0594b1b00d6c7b7>

If the link does not work, join at webex.com with Meeting ID **146 438 1769** Password toj

II. OPENING

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

III. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council will not hold discussion or debate these items. Nor will they make any decisions on items presented during this time but rather refer items to staff for follow-up. 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.

IV. CONSENT CALENDAR

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

- A. Minutes
 - 1. September 8, 2020 regular meeting
- B. Disbursements
- C. Municipal Court Report August 2020
- D. Epstein Settlement and Easement Agreement
- E. Office of State Lands and Investments Agreement for Coronavirus Relief Grant
- F. Loader Equipment Purchase for Wastewater Treatment Plant
- G. Vac-Tron Trailer Equipment Purchase for Water Division
- H. National League of Cities (NLC) Service Line Warranty Agreement
- I. Appointments to Board of Examiners
- J. Memorandum of Understanding with JH Historical Society for Structures located on Town Property

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

- A. Housing

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.

1. Low-Income Housing Tax Credit Application to WCDA (April Norton)
- B. Planning
 1. Item P20-140: Subdivision Plat at 115 Nelson Drive (Tyler Valentine) *This item will be continued to October 19, 2020*
 2. Item P19-242: Snow King Mountain & Town Gondola Lease & Agreements (Tyler Sinclair)

VI. RESOLUTIONS

VII. ORDINANCES

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 8, 2020

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:

TOWN COUNCIL: *In-person*: Mayor Pete Muldoon. *via Webex*: Vice-Mayor Hailey Morton Levinson, Jim Stanford, Arne Jorgensen, and Jonathan Schechter.

STAFF: Larry Pardee, Zolo, Tyler Sinclair, Michelle Weber, Paul Anthony, Tyler Valentine, Floren Poliseo, Johnny Ziem, and Sandy Birdyshaw.

Public Comment. None.

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

A. **Meeting Minutes.** To approve the meeting minutes as presented for the August 10, 2020 special workshop, August 17, 2020 workshop and regular meeting, and August 25, 2020 special meeting.

B. **Disbursements.** To approve the disbursements as presented. 842-Ncpers Group Wyoming \$100.00; Ace Hardware \$780.50; Advanced Glass Trim, LLC \$290.00; Advanced Pump & Equipment, Inc \$9,195.25; Aflac \$2,769.65; Amazon Capital Services \$1,120.66; Animal Care Clinic Of Jackson \$25.00; AT&T \$2,857.27; B-Cycle LLC \$878.41; Best Best & Krieger \$3,212.00; Big R Ranch & Home \$6.49; Bison Lumber \$12.14; Blue360 Media, LLC \$2,290.75; C & A Professional Cleaning Serv LLC \$8,085.02; Carquest Auto Parts Inc. \$1,630.85; CenturyLink \$219.74; CivicPlus \$27,380.00; Community Entry Services \$12,500.00; Community Safety Network \$12,250.00; Control System Technology, Inc. \$10,904.50; Convergeone, Inc \$24,034.52; Core & Main Lp \$5,100.00; Creative Energies, LLC \$795.10; Curran-Seeley Foundation \$13,268.75; David Stubbs \$1,500.00; Dell \$19,758.47; Delta Dental Plan Of Wyoming \$9,625.20; DPC Industries, Inc. \$2,077.28; Dude Solutions, Inc \$33,492.41; E.R. Office Express \$179.78; Energy Laboratories Inc. \$239.00; Evans Construction Inc \$295,985.87; Ferguson Enterprises #3003 \$50.42; Fire Services Of Idaho \$4,455.00; Flat Creek WID \$12,000.00; Friends Of Pathways \$7,816.00; Galls Inc. \$966.04; Garmin USA \$130.90; GFOA \$170.00; Gillig LLC \$650.62; Goldstreet Design Agency, Inc \$999.00; Grand Targhee Resort \$13,912.00; Greenway Painting LLC \$10,200.00; Grisamer, Wade \$1,800.00; Hansen & Hansen \$7,466.17; HD Fowler Company \$764.83; High Country Linen \$2,820.86; Hole Food Rescue \$5,000.00; ICMA Membership \$1,224.00; Idaho Falls Peterbilt \$83.44; Idaho State Tax Commission \$3,490.00; Immigrant Hope \$1,250.00; Innovyze \$1,320.00; Jackson Curbside Inc. \$2,050.00; Jackson Hole Air \$15,000.00; Jackson Hole Children's Museum \$3,750.00; Jackson Hole Community Counsel \$25,750.00; Jackson Hole Community Housing \$6,250.00; Jackson Hole Historical Society \$5,000.00; Jackson Hole Law, Pc \$1,500.00; Jackson Hole News & Guide \$7,771.20; Jackson Hole Public Art \$7,389.92; Jackson Hole Scientific Investigations \$89.07; Jh20 Water Conditioning & Filtration \$33.00; Jorgensen Associates, Pc \$101,430.45; KellerStrass Enterprises, Inc \$1,974.25; Kenworth Sales Company Dept #1 \$83.06; Lincoln National Life \$7,005.40; LoganSimpson \$24,088.75; Long Building Technologies Inc. \$236.00; Mason, Tom \$155.00; Matthews, Lani \$1,322.00; Michael Danoff & Associates, P.C. \$350.00; Midco Diving & Marine Services, Inc \$2,899.00; Motorola Inc. \$7,063.14; Mountain States Employers Coun \$6,000.00; Napa Auto Parts Inc. \$2,195.95; Nelson Engineering \$5,720.00; One 22, Inc. \$20,625.00; One Call Of Wyoming \$410.25; O'Ryan Cleaners \$20.05; Perform Printing Inc \$140.90; Premier Truck- Salt Lake City \$14,251.68; Raftelis \$300.00; Ranch Inn \$595.00; Red's Auto Glass, Inc. \$122.00; Ridgeline Excavation Inc \$10,000.00; Safety Supply & Sign Co., Inc. \$6,312.60; Sculpture Services Of Colorado \$100.00; Senior Center Of Jackson Hole \$25,832.50; Sherwin-Williams Co. \$2,265.49; SilverStar \$11,550.74; Simko, Tomas \$1,500.00; Snake River MEP Complete, Inc \$6,039.50; Snake River Roasting \$347.20; Standard Drywall, Inc \$2,400.30; Suburban Propane \$27.97; Sunrise Environmental \$212.76; Supowit, Deborah \$120.00; Swagit Productions, LLC \$1,775.00; Taylor Geo- Engineering, LLC \$585.00; Teton County District Court \$441.75; Teton County District Court \$441.75; Teton County Sheriff-Dispatch \$13,123.80; Teton County Sheriff's-Jail \$288.00; Teton County Special Fire Fund \$1,469.03; Teton County Transfer Station \$156.00; Teton Motors Inc \$57,324.60; Teton Timberframe \$3,500.00; Teton Tools LLC \$960.45; The Children's Learning Center \$26,710.00; The Lodge @ Jackson Hole \$2,980.00; Title 22 Consultants \$407.31; Traffic Safety Store \$310.82; Tribech Software Systems \$180.20; Upper Case Printing Ink \$218.24; Ups \$10.44; Valley Office Systems \$387.00; Valley West Engineering, Pc \$7,875.00; Verizon Wireless \$4,842.66; Visa \$8,711.03; Vision Service Plan - (Wy) \$1,789.36; W.W. Grainger, Inc. \$784.08; Wagner, Paige \$2,000.00; Wamco Lab, Inc. \$550.00; Watts Steam Store Rocky Mt. Inc \$130.60; West Coast Code Consultants \$195.00; Westbank Sanitation \$1,926.36; Westwood Curtis \$27,823.34; Wy Child Support Enforcement \$146.76; Wy Child Support Enforcement \$146.76; WYDOT \$34.00; Wyoming Retirement System \$105,435.58; Wyoming.Com Inc \$10.00; Wy-Test \$80.00; Xerox Corporation \$340.75; Y2 Consultants, LLC \$1,285.50; Yellow Iron Excavation, LLC \$2,224.00.

- C. **Municipal Court Report for July 2020.** To place the July 2020 Municipal Court Report into the record.
- D. **Special Event: Fall Arts Festival.** To approve the special event application made by the Jackson Hole Chamber of Commerce for the 2020 Fall Arts Festival, subject to the conditions and restrictions listed in the special event application with the additions of the following conditions and restrictions: 1. Any additional conditions as directed by the Town Council. 2. The applicant shall abide by all state and local health orders in place during the event. 3. The applicant will follow the guidelines set forth by the Teton County Health Department in efforts to mitigate the potential spread of COVID-19 including, but not limited to, the requirement of face coverings, pedestrian traffic flow patterns that allow for 6 feet of social distancing, requirements for symptoms screening, COVID-19 cleaning protocols, and COVID-19 information dissemination to the participants and spectators.
- E. **Bid 20-17 Award for 2020 Fall Street Patching Project.** To approve the award of the 2020 Fall Patching Project (ToJ Project 20-17) to Avail Valley Construction-ID, LLC, of Victor, ID in the amount of \$134,600.
- F. **Sewer Trunk Line Maintenance Contract.** To approve the Sewer Trunk Line Cleaning Services Contract with Kleen Pipe, LLC, of Lander, Wyoming, for a contracted amount of \$77,021.00 and authorize the Mayor to execute all necessary contract Agreements.
- G. **Contract for Groundwater Exploration Grant with Wyoming Water Development Commission.** To approve the Contract between the Wyoming Water Development Commission and the Town of Jackson for grant funding of groundwater exploration and authorize the Mayor to execute all necessary contract agreements.
- H. **Encroachment Agreement for Shoring at 175 N Jackson Street for Rusty Parrot (P20-145).** To approve the Encroachment Agreement between the Town of Jackson and Harrison Hospitality Properties Limited Partnership to allow the soil nails of a temporary shoring wall to encroach into the Town's public rights-of-way for North Jackson Street, West Gill Avenue, and the public alley extending south from the western-most end of West Gill Avenue, subject to the recommended conditions listed therein, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract Agreement.

There was not any public comment on the Consent Calendar. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Low Income Housing Tax Credit Housing Project at 400 W Snow King. April Norton made staff comment on two options for consideration. Option A - This option rotates the building footprints so that two of the three buildings are located along Snow King Avenue, providing an enhanced streetscape. This option includes a new ally on the south side of the property, providing improved circulation for the overall site. Option B - This option maintained the north-south orientation of the buildings from the initial schematic. Tonight's schematic provided an alley on the southside of the property and enhanced circulation for the overall site.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to direct staff to pursue the design presented in Option A for the Low-Income Housing Tax Credit Application partnership project with Summit Housing Group. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P20-056: Development Plan for Core Services Vehicle Maintenance Facility at 55 Karns Meadow Drive. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to continue this item to the October 5, 2020 Council Regular meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P20-137: Parking Agreement for 1490 Gregory Lane. Tyler Valentine made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve the proposed Parking Agreement between the Town of Jackson and property owner Martin Family, LLC subject to any minor changes required by the Town Council, and authorize the Mayor to execute the agreement. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Item P19-242: Snow King Mountain and Town of Jackson Gondola Lease Agreement. Tyler Sinclair made staff comment and facilitated discussion on the Gondola and Cougar Lease Agreement, Facility Use Agreement, and a Commercial Lease for the Snow King Event Center. Jeff Golightly made comment on behalf of the applicant. Public comment was given by Brooke Sausser of Jackson Hole Conservation Alliance.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to continue Item P19-242 to the next available council meeting or until such time that staff and the applicant has had an opportunity to draft a lease that reflects the priorities of the Council. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinances. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to read Ordinances A through H in short title. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinance A: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.200 Housing Mitigation and Livability Standards.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.200(B)(2)(e)(ii), 16.10.200(C)(4)(a)(iii), AND 16.10.200(C)(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, HOUSING DEVELOPMENT STANDARDS AND PROCEDURES, HOUSING MITIGATION PLAN AND LIVABILITY STANDARDS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Ordinance B: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.300 Qualification and Eligibility, Disability Standards.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.300(B)(1)(c)(ii) AND 16.10.300(B)(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, QUALIFICATION AND ELIGIBILITY, DISABILITY STANDARDS AND REASONABLE ACCOMMODATION AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Ordinance C: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.400 Weighted Drawing, Town and County Options for Right of First Purchase or Rental.

AN ORDINANCE ADDING SECTION 16.10.400(B)(6) TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, TOWN AND COUNTY OPTIONS FOR RIGHT OF FIRST PURCHASE OR RENTAL AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Ordinance D: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.500 Purchase and Sale Standards and Procedures, and Repealing Section 16.10.500(B) Tenancy and Rental Standards and Procedures.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.500(A) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, PURCHASE AND SALE STANDARDS AND PROCEDURES, AND REPEALING SECTION 16.10.500(B) OF THE TOWN OF JACKSON MUNICIPAL CODE HOUSING RULES AND REGULATIONS, TENANCY AND RENTAL STANDARDS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Ordinance E: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.600 Rental Standards and Procedures.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.600(A), (B), (C), AND ADDING SECTION 16.10.600(D) TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, RENTAL STANDARDS AND PROCEDURES, AND PROVIDING FOR AN EFFECTIVE DATE. NOW,

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Ordinance F: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.700 Compliance and Exception, Appeal, and Grievance Standards and Procedures, Process for Default Contested Case Hearings.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.700(B)(2)(b) AND (B)(4) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, COMPLIANCE AND EXCEPTION, APPEAL, AND GRIEVANCE STANDARDS AND PROCEDURES, PROCESS FOR DEFAULT CONTESTED CASE HEARINGS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Ordinance G: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.800 Occupancy and Use Standards.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.800(D)(1)(a) AND 16.10.800(E)(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS, OCCUPANCY AND USE STANDARDS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Ordinance H: An Ordinance Amending and Reenacting Jackson Municipal Code Housing Rules and Regulations Section 16.10.900 Definitions.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1195 AND 1242 AND SECTIONS 16.10.900(A) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS DEFINITIONS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve Ordinances A through H on second reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council. Jim Stanford made comment on some street curbs at intersections that need to be painted red. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to authorize the expenditure of up to \$1,000 on additional paint for Public Works, to work with Pathways Coordinator Brian Schilling and Town Manager Larry Pardee to plan for additional red curbs to improve our line of sight at dangerous intersections within the Town. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Town Manager’s Report. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update a Construction Management Plan for the Rusty Parrot, approval of SLIB grant applications, and after-action review meetings on large construction projects. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to adjourn the meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:10 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk
Publish JH News & Guide: September 16, 2020

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	708007	town hall sanitizer dispenser instal	08/03/2020	25.98	.00	
51	ACE HARDWARE	708365	145 w hansen house misc repairs	08/05/2020	109.33	.00	
51	ACE HARDWARE	709171	floor varnish and keys	08/12/2020	59.94	.00	
Total 51:					195.25	.00	
21	ADVANCED INDUSTRIAL SUPP	5200517	O2 MONITOR	09/06/2020	207.63	.00	
Total 21:					207.63	.00	
5726	AMAZON	1GV6-J6X1-1M	Webcams for remote/virtual meeti	08/08/2020	895.00	.00	
Total 5726:					895.00	.00	
6453	AMERICAN SHOOTERS LAS VE	356354	RANGE AMMO	08/14/2020	1,284.00	.00	
6453	AMERICAN SHOOTERS LAS VE	357895	ammo	08/26/2020	1,520.00	.00	
Total 6453:					2,804.00	.00	
5994	B-CYCLE LLC	2611321	july sw licensing fees	08/25/2020	613.18	.00	
Total 5994:					613.18	.00	
4774	BIG R RANCH & HOME	1451491B	roundup, drill bit set, garden hose	07/07/2020	156.96	.00	
Total 4774:					156.96	.00	
4485	BLISS CARGO	13962	freight for START parts	08/18/2020	41.21	.00	
Total 4485:					41.21	.00	
3303	BRISTOL, JAMES	6464	business cards	09/03/2020	55.00	.00	
Total 3303:					55.00	.00	
4614	C & A PROFESSIONAL CLEANI	09082020 GY	GYM CLEANING SEPTEMBER	09/08/2020	295.55	.00	
4614	C & A PROFESSIONAL CLEANI	09082020 PW	COVID fogger labor	09/08/2020	1,627.50	.00	
Total 4614:					1,923.05	.00	
6722	CALLAS, NANCY	091120	RETURN REMAINING DEPOSIT	09/11/2020	45.50	.00	
Total 6722:					45.50	.00	
5	CARQUEST AUTO PARTS INC.	6090-492642	air intake cleaner	08/25/2020	8.21	.00	
Total 5:					8.21	.00	
102	CASELLE INC.	103768	11 months of support fees	08/01/2020	1,868.00	.00	
Total 102:					1,868.00	.00	
544	CENTURYLINK	307-111-5050	Annual charges for account p-307	08/07/2020	1,935.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 544:					1,935.41	.00	
5967	CITY OF DRIGGS	BBSART2020-	Fall River Electric #2522062	08/31/2020	238.77	.00	
5967	CITY OF DRIGGS	BBSART2020-	water/sewer	08/31/2020	106.32	.00	
5967	CITY OF DRIGGS	BBSART2020-	Bus Barn Rent September 2020	08/31/2020	1,278.00	.00	
5967	CITY OF DRIGGS	BBSART2020-	cleaning cost	08/31/2020	50.59	.00	
Total 5967:					1,673.68	.00	
4292	Commercial Tire-ID Falls	127575	tires for street truck	08/28/2020	848.96	.00	
Total 4292:					848.96	.00	
6124	DAVID STUBBS	08112020	Portrait photos of Michelle Weber	08/11/2020	250.00	.00	
Total 6124:					250.00	.00	
708	DELTA DENTAL PLAN OF WYO	08312020	SEPTEMBER PREMIUM	08/31/2020	582.40	582.40	09/15/2020
708	DELTA DENTAL PLAN OF WYO	08312020	August CLAIMS	08/31/2020	5,654.63	5,654.63	09/15/2020
Total 708:					6,237.03	6,237.03	
3408	E.R. OFFICE EXPRESS	16158	CANNED AIR	09/03/2020	10.29	.00	
3408	E.R. OFFICE EXPRESS	16207	Office supplies	09/14/2020	72.55	.00	
Total 3408:					82.84	.00	
6451	ELITE PARTS	S21109	HYD filters for jet truck	08/27/2020	312.43	.00	
Total 6451:					312.43	.00	
1134	ENERGY LABORATORIES INC.	340498	weekly WWTP testing	09/08/2020	317.50	.00	
Total 1134:					317.50	.00	
4294	FIRE SERVICES OF IDAHO	55875P	PW annual fire alarm inspection	07/31/2020	200.00	.00	
4294	FIRE SERVICES OF IDAHO	56751P	SK annual fire alarm inspection	07/31/2020	250.00	.00	
4294	FIRE SERVICES OF IDAHO	56752P	VH annual fire alarm inspection	07/31/2020	200.00	.00	
4294	FIRE SERVICES OF IDAHO	56753P	PG annual fire alarm inspection	07/31/2020	200.00	.00	
4294	FIRE SERVICES OF IDAHO	56754P	TH annual fire alarm inspection	07/31/2020	200.00	.00	
4294	FIRE SERVICES OF IDAHO	56755P	HR annual fire alarm inspection	07/31/2020	200.00	.00	
Total 4294:					1,250.00	.00	
4709	FLEETPRIDE	57791210	gaskets for inventory	08/18/2020	55.20	.00	
Total 4709:					55.20	.00	
668	FREEDOM MAILING SERVICE I	38901	Utility Billing	09/02/2020	929.76	.00	
668	FREEDOM MAILING SERVICE I	38901	Utility Billing	09/02/2020	929.77	.00	
Total 668:					1,859.53	.00	
3521	FRIENDS OF PATHWAYS	1203	START Bike Operations - August	08/31/2020	7,816.00	.00	
Total 3521:					7,816.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6464	GEITTMANN LARSON SWIFT LL	10924	Epstein Settlement Litigation	09/09/2020	845.00	.00	
Total 6464:					845.00	.00	
4212	GILLIG LLC	40726158	torque rods for bus 278	08/25/2020	797.12	.00	
4212	GILLIG LLC	40726159	steering box for bus 209	08/25/2020	1,400.61	.00	
4212	GILLIG LLC	40726537	rotary switch for 210 and 1 for inv	08/26/2020	270.56	.00	
4212	GILLIG LLC	40726538	neopreme mounts for bus 202	08/26/2020	31.08	.00	
Total 4212:					2,499.37	.00	
5009	GM SHEET METAL LLC	4004	snow king stairway light wire cove	08/04/2020	194.50	.00	
Total 5009:					194.50	.00	
5734	GREENWAY PAINTING LLC	1280	vine st apartment 1 painting	09/04/2020	400.00	.00	
Total 5734:					400.00	.00	
4988	HD FOWLER COMPANY	I5565043	TAPPING SLEEVE	08/24/2020	884.50	.00	
Total 4988:					884.50	.00	
96	HIGH COUNTRY LINEN	0205792	TH floor mats	08/03/2020	290.40	.00	
96	HIGH COUNTRY LINEN	0211855	laundry bag and towels	09/02/2020	97.20	.00	
96	HIGH COUNTRY LINEN	0213002	Rugs	09/09/2020	61.93	.00	
96	HIGH COUNTRY LINEN	0213926	home ranch operating supplies.	09/14/2020	7.50	.00	
96	HIGH COUNTRY LINEN	S0211350	mop heads - 2	09/02/2020	12.00	.00	
96	HIGH COUNTRY LINEN	S0212185	home ranch operating supplies.	09/03/2020	87.75	.00	
96	HIGH COUNTRY LINEN	S0212186	Deloery operating supplies.	09/03/2020	58.50	.00	
96	HIGH COUNTRY LINEN	S0212407	Town hall operating supplies.	09/04/2020	159.30	.00	
96	HIGH COUNTRY LINEN	S0212430	Deloney operating supplies.	09/04/2020	65.50	.00	
Total 96:					840.08	.00	
6455	HIRST APPLGATE, LLP	199331	Tastebuds Litigation	09/03/2020	6,037.05	.00	
Total 6455:					6,037.05	.00	
2	JACKSON CURBSIDE INC.	00028061	Downtown Recycling Collection	08/20/2020	550.00	.00	
Total 2:					550.00	.00	
131	JACKSON HOLE NEWS & GUID	315631	Ad - START Bus Electric	08/26/2020	51.30	.00	
131	JACKSON HOLE NEWS & GUID	316005	Associate/Senior Engineer abbrev	09/02/2020	376.20	.00	
131	JACKSON HOLE NEWS & GUID	316109	Town Council Meeting Minutes 8/	09/02/2020	34.20	.00	
Total 131:					461.70	.00	
114	JACKSON LUMBER INC	0000584186-0	plywood for patrol rebuilds	08/06/2020	67.68	.00	
Total 114:					67.68	.00	
6725	JOSEPH E GIOVANINI	091620	RETURN BOND B20-0526 385 T	09/16/2020	8,000.00	.00	
Total 6725:					8,000.00	.00	
6724	JULIE HOLDING	091620	RELEASE BOND B18-0626 703	09/16/2020	5,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6724:					5,000.00	.00	
5473	KELLERSTRASS ENTERPRISES	D29834	5000 gallon diesel and 5000 gallo	08/25/2020	19,713.81	.00	
Total 5473:					19,713.81	.00	
156	LOWER VALLEY ENERGY INC	92050-002 8/3	3150 S ADAMS CANYON DR, JA	08/31/2020	128.08	.00	
156	LOWER VALLEY ENERGY INC	92050-003 8/3	SPRUCE DR PUMP HOUSE, JA	08/31/2020	342.00	.00	
156	LOWER VALLEY ENERGY INC	92050-005 8/3	CACHE KUDAR LT, JACKSON,	08/31/2020	49.66	.00	
156	LOWER VALLEY ENERGY INC	92050-006 8/3	N CACHE ST LIGHTING, JACKS	08/31/2020	28.72	.00	
156	LOWER VALLEY ENERGY INC	92050-008 8/3	CEMETARY, JACKSON, WY	08/31/2020	20.84	.00	
156	LOWER VALLEY ENERGY INC	92050-010 8/3	ELY SPRINGS RD WELL 6,7,8, J	08/31/2020	5,286.13	.00	
156	LOWER VALLEY ENERGY INC	92050-014 8/3	135 E BROADWAY HEAT TAPE,	08/31/2020	78.94	.00	
156	LOWER VALLEY ENERGY INC	92050-016 8/3	210 N CACHE ST HOME RANCH	08/31/2020	37.05	.00	
156	LOWER VALLEY ENERGY INC	92050-017 8/3	WASTE WATER TRTMT INTERM	08/31/2020	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 8/3	RANGEVIEW DR LIFT PUMP CO	08/31/2020	45.72	.00	
156	LOWER VALLEY ENERGY INC	92050-020 8/3	S HWY 89 PATHWAY TUNNEL L	08/31/2020	52.76	.00	
156	LOWER VALLEY ENERGY INC	92050-021 8/3	150 E PEARL AVE, JACKSON, W	08/31/2020	967.85	.00	
156	LOWER VALLEY ENERGY INC	92050-023 8/3	RANGEVIEW DR STREET LTS L	08/31/2020	19.15	.00	
156	LOWER VALLEY ENERGY INC	92050-024 8/3	SEWER LIFT PUMP, WY	08/31/2020	18.05	.00	
156	LOWER VALLEY ENERGY INC	92050-025 8/3	450 W SNOW KING AVE NEW S	08/31/2020	388.54	.00	
156	LOWER VALLEY ENERGY INC	92050-026 8/3	450 W SNOW KING AVE SHOP,	08/31/2020	106.73	.00	
156	LOWER VALLEY ENERGY INC	92050-027 8/3	RANGEVIEW DR STREET LTS L	08/31/2020	17.99	.00	
156	LOWER VALLEY ENERGY INC	92050-028 8/3	RANGEVIEW DR STREET LT LO	08/31/2020	17.92	.00	
156	LOWER VALLEY ENERGY INC	92050-030 8/3	RANGEVIEW DR STREET LTS L	08/31/2020	17.79	.00	
156	LOWER VALLEY ENERGY INC	92050-031 8/3	MOUNTAIN VIEW LN STREET L	08/31/2020	17.99	.00	
156	LOWER VALLEY ENERGY INC	92050-032 8/3	ST LT LOTS 88,89, JACKSON, W	08/31/2020	17.92	.00	
156	LOWER VALLEY ENERGY INC	92050-034 8/3	ST LT LOTS 80,81, JACKSON, W	08/31/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-035 8/3	RANGEVIEW DR STREET LTS L	08/31/2020	18.64	.00	
156	LOWER VALLEY ENERGY INC	92050-036 8/3	RANGEVIEW DR STREET LTS L	08/31/2020	18.64	.00	
156	LOWER VALLEY ENERGY INC	92050-039 8/3	ST LT LOTS 86,87, WY	08/31/2020	17.14	.00	
156	LOWER VALLEY ENERGY INC	92050-040 8/3	ST LT LOTS 90,91, JACKSON, W	08/31/2020	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-041 8/3	ST LT LOTS 99,101, WY	08/31/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 8/3	ST LT LOTS 68,69, WY	08/31/2020	18.70	.00	
156	LOWER VALLEY ENERGY INC	92050-044 8/3	SNOW KING ESTATES BOOSTE	08/31/2020	263.15	.00	
156	LOWER VALLEY ENERGY INC	92050-045 8/3	TOWN SQUARE LIGHTS, JACKS	08/31/2020	55.02	.00	
156	LOWER VALLEY ENERGY INC	92050-047 8/3	WASTE WATER TRTMT UV BLD	08/31/2020	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 8/3	WASTE WATER TRTMT PTB 54	08/31/2020	9,648.66	.00	
156	LOWER VALLEY ENERGY INC	92050-050 8/3	2 MG TANK, JACKSON, WY	08/31/2020	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-051 8/3	WELL #5 KARNS MEADOW, JAC	08/31/2020	3,289.51	.00	
156	LOWER VALLEY ENERGY INC	92050-052 8/3	WELL #1, JACKSON, WY	08/31/2020	2,640.20	.00	
156	LOWER VALLEY ENERGY INC	92050-053 8/3	WELLS #2 & #3, WY	08/31/2020	3,285.60	.00	
156	LOWER VALLEY ENERGY INC	92050-054 8/3	CITY WELL ELK REF 1, JACKSO	08/31/2020	8.37	.00	
156	LOWER VALLEY ENERGY INC	92050-055 8/3	CITY WELL ELK REF 2, JACKSO	08/31/2020	8.37	.00	
156	LOWER VALLEY ENERGY INC	92050-056 8/3	CITY WELL ELK REF 3, JACKSO	08/31/2020	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-059 8/3	440 W SNOW KING AVE POLICE	08/31/2020	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-060 8/3	400 W SNOW KING AVE S GAR	08/31/2020	24.64	.00	
156	LOWER VALLEY ENERGY INC	92050-061 8/3	400 W SNOW KING AVE PUBLIC	08/31/2020	83.63	.00	
156	LOWER VALLEY ENERGY INC	92050-074 8/3	CRABTREE LN THAW WELL #2,	08/31/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-078 8/3	145 W HANSEN AVE FRONT, JA	08/31/2020	23.89	.00	
156	LOWER VALLEY ENERGY INC	92050-078b 8/	145 W HANSEN AVE FRONT, JA	08/31/2020	23.89	.00	
156	LOWER VALLEY ENERGY INC	92050-079 8/3	145 W HANSEN AVE BACK, JAC	08/31/2020	23.79	.00	
156	LOWER VALLEY ENERGY INC	92050-079b 8/	145 W HANSEN AVE BACK, JAC	08/31/2020	23.80	.00	
156	LOWER VALLEY ENERGY INC	92050-081 8/3	PEARL ST IRR CONTROL & LT,	08/31/2020	22.06	.00	
156	LOWER VALLEY ENERGY INC	92050-082 8/3	400 W SNOW KING AVE E STO	08/31/2020	23.63	.00	
156	LOWER VALLEY ENERGY INC	92050-092 8/3	3150 S ADAMS CANYON DR ANI	08/31/2020	19.27	.00	
156	LOWER VALLEY ENERGY INC	92050-102 8/3	145 W HANSEN AVE FRONT, JA	08/31/2020	5.72	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-102b 8/	145 W HANSEN AVE FRONT, JA	08/31/2020	5.71	.00	
156	LOWER VALLEY ENERGY INC	92050-106 8/3	940 SIMON LN, JACKSON, WY	08/31/2020	50.38	.00	
156	LOWER VALLEY ENERGY INC	92050-111 8/3	PEARL - WILLOW ST LIGHT, JA	08/31/2020	17.35	.00	
156	LOWER VALLEY ENERGY INC	92050-114 8/3	210 N CACHE ST HOME RANCH	08/31/2020	168.77	.00	
156	LOWER VALLEY ENERGY INC	92050-115 8/3	55 KARNs MEADOW DR START	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-126 8/3	SPRING WATER LN LIFT STATI	08/31/2020	21.29	.00	
156	LOWER VALLEY ENERGY INC	92050-127 8/3	3337 S CODY CREEK DR LIFT S	08/31/2020	127.89	.00	
156	LOWER VALLEY ENERGY INC	92050-128 8/3	450 W SNOW KING MAINT SHO	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-130 8/3	3 CREEK RANCH AFFORDABLE	08/31/2020	22.00	.00	
156	LOWER VALLEY ENERGY INC	92050-131 8/3	195 E DELONEY AVE RESTROO	08/31/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-132 8/3	160 S MILLWARD ST PARKING	08/31/2020	758.92	.00	
156	LOWER VALLEY ENERGY INC	92050-134 8/3	160 S MILLWARD ST PARKING	08/31/2020	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-140 8/3	HANSEN & KING, JACKSON, W	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-141 8/3	KELLY & KING, JACKSON, WY	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-142 8/3	HANSEN & GROS VENTRE, JAC	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-144 8/3	SIMPSON & JEAN, JACKSON, W	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-145 8/3	SIMPSON & KING, JACKSON, W	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-146 8/3	PEARL & GROS VENTRE, JACK	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-147 8/3	SIMPSON & GROS VENTRE, JA	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-148 8/3	PEARL & KING, JACKSON, WY	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-149 8/3	KING N/O PEARL (ALLEY), JACK	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-150 8/3	ALLEY BET BROADWAY/PEARL	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-151 8/3	BROADWAY & JEAN, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-152 8/3	PEARL & JEAN, JACKSON, WY	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-153 8/3	ALLEY BET BROADWAY/PEARL	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-154 8/3	ALLEY BET BROADWAY/PEARL	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-155 8/3	CACHE S/O BROADWAY (ALLE	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-156 8/3	ALLEY BET BROADWAY/PEARL	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-157 8/3	GLENWOOD S/O BROADWAY, J	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-158 8/3	ALLEY BET BROADWAY/PEARL	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-159 8/3	ALLEY BET BROADWAY/PEARL	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-160 8/3	JACKSON S/O BROADWAY, JA	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-161 8/3	DELONEY & JACKSON, JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-162 8/3	DELONEY W/O JACKSON, JACK	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-163 8/3	DELONEY W/O JACKSON, JACK	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-165 8/3	GILL & JACKSON, JACKSON, W	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-166 8/3	JACKSON S/O GILL, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-167 8/3	GILL E/O JACKSON, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-168 8/3	GILL & MILLWARD, JACKSON,	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-169 8/3	DELONEY & MILLWARD, JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-170 8/3	DELONEY W/O GLENWOOD, JA	08/31/2020	15.55	.00	
156	LOWER VALLEY ENERGY INC	92050-171 8/3	DELONEY W/O GLENWOOD, JA	08/31/2020	15.55	.00	
156	LOWER VALLEY ENERGY INC	92050-172 8/3	DELONEY & GLENWOOD, JACK	08/31/2020	15.55	.00	
156	LOWER VALLEY ENERGY INC	92050-173 8/3	DELONEY W/O CACHE, JACKS	08/31/2020	15.55	.00	
156	LOWER VALLEY ENERGY INC	92050-174 8/3	MERCILL & GLENWOOD, JACK	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-175 8/3	HANSEN E/O WILLOW, JACKSO	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-181 8/3	BROADWAY W/O STORMY, JAC	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-182 8/3	STORMY (CUL-DE-SAC), JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-183 8/3	BROADWAY & STORMY, JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-184 8/3	GILL & MOOSE, JACKSON, WY	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-185 8/3	TETON & MOOSE, JACKSON, W	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-186 8/3	DELONEY & MOOSE, JACKSON	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-189 8/3	BROADWAY W/O PIONEER, JA	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-190 8/3	PIONEER S/O BROADWAY, JAC	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-191 8/3	BROADWAY & NELSON, JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-192 8/3	HALL W/O REDMOND, JACKSO	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-194 8/3	UPPER CACHE W/O CACHE CR	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-195 8/3	UPPER CACHE W/O CACHE CR	08/31/2020	11.23	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-196 8/3	CACHE CREEK & UPPER CACH	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-197 8/3	UPPER CACHE S/O CACHE CR	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-198 8/3	CACHE CREEK W/O RANCHER,	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-199 8/3	KELLY & REDMOND, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-200 8/3	CACHE CREEK & LODGEPOLE,	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-201 8/3	620 LODGEPOLE LN LT, JACKS	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-202 8/3	930 & 950 CACHE CREEK LT, JA	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-203 8/3	CACHE CREEK AND CEDAR LN,	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-204 8/3	990 CACHE CREEK DR NE COR	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-205 8/3	KELLY AND PIONEER (SW COR	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-206 8/3	KELLY W/O RANCHER, JACKSO	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-207 8/3	CACHE CREEK E/O RANCHER,	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-208 8/3	KELLY W/O CLARK, JACKSON,	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-209 8/3	KELLY E/O CLARK, JACKSON,	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-210 8/3	HANSEN E/O PIONEER, JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-211 8/3	PIONEER AND HALL, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-212 8/3	HANSEN & PIONEER, JACKSON	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-213 8/3	CACHE CREEK & REDMOND, J	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-214 8/3	760 SNOW KING DRIVE, JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-215 8/3	CACHE CREEK W/O UPPER CA	08/31/2020	14.08	.00	
156	LOWER VALLEY ENERGY INC	92050-216 8/3	HANSEN E/O REDMOND, JACK	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-217 8/3	HALL E/O REDMOND, JACKSON	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-218 8/3	HANSEN & RANCHER, JACKSO	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-219 8/3	HANSEN E/O RANCHER, JACKS	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-221 8/3	NELSON S/O BROADWAY, JAC	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-226 8/3	ALLEY BET GILL/DELONEY, CA	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-227 8/3	ALLEY BET GILL/DELONEY, CA	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-228 8/3	ALLEY BET GILL/DELONEY, CA	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-229 8/3	DELONEY E/O CACHE, JACKSO	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-233 8/3	BROADWAY W/O WILLOW, JAC	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-234 8/3	DELONEY & WILLOW, JACKSO	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-235 8/3	DELONEY E/O WILLOW, JACKS	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-236 8/3	BROADWAY E/O WILLOW, JAC	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-237 8/3	BROADWAY & CENTER, JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-238 8/3	BROADWAY & KING, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-239 8/3	ALLEY BET MERCILL/GILL, GLE	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-242 8/3	JEAN N/O DELONEY, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-243 8/3	DELONEY & JEAN, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-245 8/3	GROS VENTRE & DELONEY, JA	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-246 8/3	425 NORTH CACHE, JACKSON,	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-247 8/3	GILL & MORAN, JACKSON, WY	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-248 8/3	GILL & GROS VENTRE, JACKSO	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-249 8/3	TETON & MORAN, JACKSON, W	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-250 8/3	TETON & GROS VENTRE, JACK	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-251 8/3	BROADWAY & MORAN, JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-252 8/3	DELONEY & MORAN, JACKSON	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-253 8/3	MILLWARD & ASPEN STREET L	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-255 8/3	ASPEN E/O FLAT CREEK STRE	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-256 8/3	PINE & FLAT CREEK STREET L	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-257 8/3	ALLEY SNOW KING/ASPEN, GLE	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-258 8/3	ASPEN & S CACHE, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-259 8/3	SNOW KING & FLAT CREEK ST	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-260 8/3	COULTER & ASPEN STREET LT	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-261 8/3	FLAT CREEK DR E/O ASPEN D	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-263 8/3	SNOW KING E/O FLAT CREEK S	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-264 8/3	ASPEN W/O MILLWARD STREE	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-265 8/3	SNOW KING & KING ST STREE	08/31/2020	9.24	.00	
156	LOWER VALLEY ENERGY INC	92050-266 8/3	KARNS & KING ST STREET LTS	08/31/2020	14.08	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-267 8/3	KARNS & WILLOW ST STREET	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-268 8/3	KARNS & VINE ST STREET LTS,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-269 8/3	SNOW KING & VINE ST STREET	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-270 8/3	KARNS & MILLWARD ST STREE	08/31/2020	14.08	.00	
156	LOWER VALLEY ENERGY INC	92050-271 8/3	ALLEY KARNS/SNOW KING, CA	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-272 8/3	KELLY & VINE STREET LTS, JA	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-274 8/3	KARNS & GLENWOOD STREET	08/31/2020	9.24	.00	
156	LOWER VALLEY ENERGY INC	92050-277 8/3	KARNS & FLAT CREEK, JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-278 8/3	SIMPSON & MILLWARD STREE	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-279 8/3	CLISSOLD N/O HANSEN STREE	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-280 8/3	SIMPSON & JACKSON, JACKSO	08/31/2020	14.08	.00	
156	LOWER VALLEY ENERGY INC	92050-281 8/3	JACKSON N/O SIMPSON, JACK	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-282 8/3	GLENWOOD & PEARL STREET	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-283 8/3	PEARL & JACKSON, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-285 8/3	KELLY & CLISSOLD, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-286 8/3	KELLY & JACKSON STREET LT	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-287 8/3	KARNS E/O CLISSOLD STREET	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-290 8/3	HANSEN & MILLWARD STREET	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-291 8/3	GLENWOOD & SIMPSON STRE	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-292 8/3	GLENWOOD & HANSEN STREE	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-295 8/3	CACHE AND HANSEN STREET	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-296 8/3	JACKSON & HANSEN, JACKSO	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-297 8/3	BROADWAY E/O VIRGINIAN, JA	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-298 8/3	BROADWAY & VIRGINIAN, JAC	08/31/2020	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-300 8/3	SNOW KING & VIRGINIAN, JAC	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-302 8/3	SNOW KING & STACY, JACKSO	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-303 8/3	MAPLE & DOGWOOD, JACKSO	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-304 8/3	MAPLE & SCOTT, JACKSON, W	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-305 8/3	SIMON & SCOTT, JACKSON, W	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-306 8/3	SMITH & MAY, JACKSON, WY	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-308 8/3	SCOTT N/O ALPINE, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-309 8/3	ALLEY BET BROADWAY/ALPIN	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-310 8/3	MAPLE & POWDERHORN, JACK	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-311 8/3	205 CRABTREE LANE, JACKSO	08/31/2020	9.24	.00	
156	LOWER VALLEY ENERGY INC	92050-312 8/3	190 CRABTREE LANE, JACKSO	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-313 8/3	CRABTREE & POWDERHORN, J	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-314 8/3	CRABTREE W/O POWDERHOR	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-315 8/3	MEADOWLARK E/O HWY. 89, JA	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-319 8/3	HANSEN & FLAT CREEK, JACK	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-320 8/3	BUDGE DR, JACKSON, WY 100	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-321 8/3	BROADWAY & HWY. 22, JACKS	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-322 8/3	BROADWAY & JACKSON, JACK	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-324 8/3	BROADWAY & GROS VENTRE,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-326 8/3	HANSEN & NELSON, JACKSON,	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-327 8/3	ALLEY BET BROADWAY/DELON	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-329 8/3	SNOW KING & MILLWARD STR	08/31/2020	14.31	.00	
156	LOWER VALLEY ENERGY INC	92050-331 8/3	SIMPSON & CLISSOLD STREET	08/31/2020	14.08	.00	
156	LOWER VALLEY ENERGY INC	92050-332 8/3	N GLENWOOD MCCABE PROJE	08/31/2020	26.97	.00	
156	LOWER VALLEY ENERGY INC	92050-334 8/3	JOSEPHINE LOOP LOT 15 LIFT	08/31/2020	78.88	.00	
156	LOWER VALLEY ENERGY INC	92050-335 8/3	N CACHE & N GLENWOOD ALL	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-336 8/3	HIDDEN RANCH PATHWAY TUN	08/31/2020	21.48	.00	
156	LOWER VALLEY ENERGY INC	92050-341 8/3	210 N CACHE ST HOME RANCH	08/31/2020	19.56	.00	
156	LOWER VALLEY ENERGY INC	92050-342 8/3	25 S REDMOND ST LIGHT PED	08/31/2020	29.04	.00	
156	LOWER VALLEY ENERGY INC	92050-345 8/3	930 SIMON LN, JACKSON, WY	08/31/2020	55.28	.00	
156	LOWER VALLEY ENERGY INC	92050-346 8/3	WILLOW & KELLY STREET LTS,	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-348 8/3	VINE ST & ALLEY S/O E KARNS	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-350 8/3	MEADOWLARK AND S HWY 89,	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-351 8/3	PINE DR ABOVE 80 ASPEN, SN	08/31/2020	9.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-352 8/3	ST LT PINE DR ABOVE 40 ASPE	08/31/2020	9.34	.00	
156	LOWER VALLEY ENERGY INC	92050-353 8/3	W DELONEY AVE FOR TOJ BR	08/31/2020	62.51	.00	
156	LOWER VALLEY ENERGY INC	92050-355 8/3	S CACHE SE OF CENTER ARTS	08/31/2020	51.60	.00	
156	LOWER VALLEY ENERGY INC	92050-356 8/3	55 KARNs MEADOW DR START	08/31/2020	73.46	.00	
156	LOWER VALLEY ENERGY INC	92050-357 8/3	55 KARNs MEADOW DR START	08/31/2020	4,734.06	.00	
156	LOWER VALLEY ENERGY INC	92050-358 8/3	650 W BROADWAY PATHWAY L	08/31/2020	57.03	.00	
156	LOWER VALLEY ENERGY INC	92050-359 8/3	MILLER PARK PARKING LOT C	08/31/2020	60.26	.00	
156	LOWER VALLEY ENERGY INC	92050-360 8/3	1035 W BROADWAY PATHWAY	08/31/2020	27.49	.00	
156	LOWER VALLEY ENERGY INC	92050-361 8/3	625 W BROADWAY AVE NEW P	08/31/2020	19.67	.00	
156	LOWER VALLEY ENERGY INC	92050-362 8/3	STELLARIA LN/S HWY 89 LIGHT	08/31/2020	19.35	.00	
156	LOWER VALLEY ENERGY INC	92050-363 8/3	455 VINE ST UTILITY, JACKSON	08/31/2020	27.81	.00	
156	LOWER VALLEY ENERGY INC	92050-364 8/3	65 VIRGINIAN LN #5, JACKSON,	08/31/2020	45.60	.00	
156	LOWER VALLEY ENERGY INC	92050-365 8/3	65 VIRGINIAN LN #7, JACKSON,	08/31/2020	57.94	.00	
156	LOWER VALLEY ENERGY INC	92050-367 8/3	455 VINE ST APT 3, JACKSON,	08/31/2020	40.89	.00	
156	LOWER VALLEY ENERGY INC	92050-368 8/3	455 VINE ST APT 4, JACKSON,	08/31/2020	50.88	.00	
156	LOWER VALLEY ENERGY INC	92050-369 8/3	1195 S HWY 89 S/O JACKSON 5	08/31/2020	9.24	.00	
156	LOWER VALLEY ENERGY INC	92050-370 8/3	2022 WILDFLOWER CT, JACKS	08/31/2020	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-371 8/3	2022 WILDFLOWER CT, JACKS	08/31/2020	60.85	.00	
156	LOWER VALLEY ENERGY INC	92050-374 8/3	455 VINE ST APT 1, JACKSON,	08/31/2020	40.22	.00	
156	LOWER VALLEY ENERGY INC	92050-375 8/3	155 E PEARL AVE, JACKSON, W	08/31/2020	23.16	.00	
156	LOWER VALLEY ENERGY INC	92050-376 8/3	149 E PEARL AVE, JACKSON, W	08/31/2020	67.94	.00	
156	LOWER VALLEY ENERGY INC	92050-377 8/3	145 E PEARL AVE, JACKSON, W	08/31/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-378 8/3	143 E PEARL AVE, JACKSON, W	08/31/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-379 8/3	143 E PEARL AVE, JACKSON, W	08/31/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-380 8/3	141 E PEARL AVE, JACKSON, W	08/31/2020	36.14	.00	
156	LOWER VALLEY ENERGY INC	92050-381 8/3	915 SIMON LN, JACKSON, WY	08/31/2020	39.91	.00	
156	LOWER VALLEY ENERGY INC	92050-382 8/3	BUDGE DR LIGHT SYSTEM, JA	08/31/2020	19.42	.00	
156	LOWER VALLEY ENERGY INC	92050-383 8/3	SNOW KING DR WATER TANK	08/31/2020	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-385 8/3	SPRING CREEK LIFT PUMP, JA	08/31/2020	138.11	.00	
156	LOWER VALLEY ENERGY INC	92050-386 8/3	143 E PEARL AVE, JACKSON, W	08/31/2020	17.23	.00	
156	LOWER VALLEY ENERGY INC	92050-389 8/3	1640 MARTIN LN LIFT STATION,	08/31/2020	20.57	.00	
156	LOWER VALLEY ENERGY INC	92050-393 8/3	400 W SNOW KING AVE EMPLO	08/31/2020	10.00	.00	
Total 156:					36,866.31	.00	
3932	MILLER SANITATION	16639	trash collection for downtown for th	09/04/2020	7,770.00	.00	
Total 3932:					7,770.00	.00	
257	NAPA AUTO PARTS INC.	937182	mics supplies for shop	08/14/2020	3.00	.00	
257	NAPA AUTO PARTS INC.	939356	air flow cleaner	08/25/2020	8.15	.00	
257	NAPA AUTO PARTS INC.	939375	air filters for inventory	08/25/2020	43.20	.00	
257	NAPA AUTO PARTS INC.	939467	oil filters for inventory	08/25/2020	25.12	.00	
257	NAPA AUTO PARTS INC.	939487	mics supplies for shop	08/25/2020	6.69	.00	
257	NAPA AUTO PARTS INC.	939924	lift support for ADA bus	08/27/2020	74.98	.00	
257	NAPA AUTO PARTS INC.	941023	oil filters for inventory	09/01/2020	16.30	.00	
Total 257:					177.44	.00	
187	NELSON ENGINEERING	53082	175 s glenwood geotech review	08/31/2020	1,000.00	.00	
Total 187:					1,000.00	.00	
6556	NTS CONSOLIDATION, LLC	INV0124562	START yearly air filter order	08/01/2020	3,324.00	.00	
Total 6556:					3,324.00	.00	
1504	ONE CALL OF WYOMING	56841	one call tickets for august	09/04/2020	134.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1504	ONE CALL OF WYOMING	56841	one call tickets for august	09/04/2020	134.62	.00	
Total 1504:					269.25	.00	
5302	PARTSMASTER	23574495	hose clamps for inventory	08/12/2020	43.95	.00	
5302	PARTSMASTER	23574495	replacement drill bits	08/12/2020	14.13	.00	
Total 5302:					58.08	.00	
5707	PERFORM PRINTING INC	P 1186	Business cards (Swicegood & We	09/08/2020	140.90	.00	
Total 5707:					140.90	.00	
4801	PHILLIPS, JAMES	081820	travel reimbursement for ALICE tr	09/16/2020	266.23	.00	
Total 4801:					266.23	.00	
6483	PREMIER TRUCK- SALT LAKE C	775209210	pressure sensor for bus 250	07/31/2020	235.48	.00	
6483	PREMIER TRUCK- SALT LAKE C	775212173	injectors and connectors for bus 2	08/11/2020	7,754.28	.00	
6483	PREMIER TRUCK- SALT LAKE C	775212512	wire harness, gasket for bus 202	08/12/2020	202.34	.00	
6483	PREMIER TRUCK- SALT LAKE C	775216267	sensors and egr kit for START Bu	08/25/2020	905.65	.00	
6483	PREMIER TRUCK- SALT LAKE C	775216514	pressure valve for 202	08/26/2020	257.64	.00	
Total 6483:					9,355.39	.00	
6069	RAFTELIS	16337	capacity study sewer	08/12/2020	7,935.95	.00	
6069	RAFTELIS	16337	capacity study water	08/12/2020	7,935.95	.00	
Total 6069:					15,871.90	.00	
215	RED'S AUTO GLASS, INC.	I038123	install glass in IT24 loader	08/13/2020	110.00	.00	
Total 215:					110.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1319995	2022 wild flower aug lawn care	08/31/2020	321.60	.00	
Total 5812:					321.60	.00	
6365	SIGN IT NOW INC	4441	SK housing and maintenance - Te	08/20/2020	4,118.60	.00	
Total 6365:					4,118.60	.00	
5938	SINGH, JOHN	09082020	reimbursement for John Singh wo	09/08/2020	100.00	.00	
Total 5938:					100.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	4451	snow king ice rink air handler serv	08/04/2020	135.00	.00	
Total 5632:					135.00	.00	
4699	SNAKE RIVER ROASTING	672269	coffee	09/03/2020	48.95	.00	
4699	SNAKE RIVER ROASTING	672402	2 Bags of Coffee	09/10/2020	97.90	.00	
Total 4699:					146.85	.00	
3989	STINKY PRINTS, INC	09102020	maps for leak detection	05/02/2019	8.40	.00	
3989	STINKY PRINTS, INC	52480	maps for leak detection	05/03/2019	3.68	.00	
3989	STINKY PRINTS, INC	57027	covid 19 info vinyl signs	04/29/2020	163.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3989	STINKY PRINTS, INC	57058	maps for leak detection	05/01/2020	2.62	.00	
3989	STINKY PRINTS, INC	58449	Census Meters	08/18/2020	906.50	.00	
Total 3989:					1,084.40	.00	
6723	SUMMIT CONSULTING GROUP	091620	RELEASE BOND b18-0212 140 N	09/16/2020	6,000.00	.00	
Total 6723:					6,000.00	.00	
1443	TETON COUNTY CLERK	090120	Housing Department Monthly Ope	09/01/2020	20,991.75	.00	
1443	TETON COUNTY CLERK	090220	Parks and Recreation Monthly Op	09/02/2020	127,283.33	.00	
Total 1443:					148,275.08	.00	
3561	TETON COUNTY DISTRICT COU	09112020	case #18119	09/11/2020	441.75	441.75	09/14/2020
Total 3561:					441.75	441.75	
581	TETON COUNTY INTEGRATED	5325	recycling florecent bulbs	09/02/2020	301.92	.00	
Total 581:					301.92	.00	
55	TETON COUNTY SHERIFF'S-JAI	573	Prisoner expenses - August 2020	09/01/2020	576.00	.00	
Total 55:					576.00	.00	
1355	TETON COUNTY TRANSFER ST	475869	CONSTRUCTION WASTE	09/02/2020	37.00	.00	
Total 1355:					37.00	.00	
3027	TETON COUNTY-FUND 13	090120	Fire/EMS Monthly Contribution	09/01/2020	107,600.21	.00	
Total 3027:					107,600.21	.00	
268	TETON MOTORS INC	5095078	coolant tank for sheriff	07/20/2020	53.18	.00	
268	TETON MOTORS INC	5095178	cleaner/sensor for sheriff	07/29/2020	125.16	.00	
268	TETON MOTORS INC	5095545	MATS FOR NEW SHOP TRUCK	08/26/2020	102.00	.00	
268	TETON MOTORS INC	5095597	spare keys for facility truck	08/31/2020	12.76	.00	
Total 268:					293.10	.00	
5846	TETON TOOLS LLC	08112024592	flex end for ait hose	08/11/2020	6.10	.00	
5846	TETON TOOLS LLC	08252024858	RA DIEGRINDER	08/25/2020	484.85	.00	
Total 5846:					490.95	.00	
3162	TETON TRASH REMOVAL, INC.	20 SEP 767	TRASH REMOVAL 145 W HANSEN	09/01/2020	47.00	.00	
Total 3162:					47.00	.00	
3955	THOMSON WEST	842904512	Thomson West Database Charge	09/01/2020	446.93	.00	
3955	THOMSON WEST	842904512	Thomson West Database Charge	09/01/2020	446.92	.00	
Total 3955:					893.85	.00	
6363	TMSC LLC	2020-005-009A	WWTP mouse remediation	09/01/2020	2,288.00	.00	
6363	TMSC LLC	2020-005-009B	Garage photo eye adn fixture repa	09/01/2020	570.00	.00	
6363	TMSC LLC	2020-005-009C	TH photo eye repair	09/01/2020	380.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6363:					3,238.00	.00	
6160	WEST FORK CONSTRUCTION	1050010-001	WWTP siding project	08/20/2020	3,492.00	.00	
Total 6160:					3,492.00	.00	
563	WESTBANK SANITATION	3497884	TRASH REMOVAL 940 SIMON	09/01/2020	49.38	.00	
Total 563:					49.38	.00	
2802	WESTWOOD CURTIS	09092020	CCT 2C Pay ap #4: force account	09/09/2020	70,350.42	.00	
2802	WESTWOOD CURTIS	09092020	CCT 2C pay ap #4: force account	09/09/2020	21,249.85	.00	
Total 2802:					91,600.27	.00	
472	WHITE GLOVE CLEANING, INC.	6519	COVID fog sanitizing home ranch,	08/31/2020	1,755.00	.00	
472	WHITE GLOVE CLEANING, INC.	6557	janitorial services m/w/f for start of	08/31/2020	1,590.00	.00	
472	WHITE GLOVE CLEANING, INC.	6557	window cleaning, shelter pressure	08/31/2020	1,458.13	.00	
Total 472:					4,803.13	.00	
3619	WY CHILD SUPPORT ENFORCE	09112020	case #209790	09/11/2020	146.76	146.76	09/14/2020
Total 3619:					146.76	146.76	
2547	WYOMING FINANCIAL INSUAN	16398	COBRA Notifications	09/09/2020	72.00	.00	
Total 2547:					72.00	.00	
5788	WYOMING GARAGE DOOR, LLC	3970	PW bay 1 garage door opener	09/03/2020	2,060.00	.00	
Total 5788:					2,060.00	.00	
6717	WY-TEST	36056	RANDOM DRUG TEST	08/20/2020	80.00	.00	
6717	WY-TEST	36094	random BAT - jt stephens	09/01/2020	35.00	.00	
Total 6717:					115.00	.00	
2842	YELLOW IRON EXCAVATION, L	06302020	Trash Pickup @ SHELTER	06/30/2020	30.00	.00	
2842	YELLOW IRON EXCAVATION, L	46243	TRASH REMOVAL @ START	04/30/2020	200.00	.00	
2842	YELLOW IRON EXCAVATION, L	46857	TRASH REMOVAL @ 915 SIMON	05/31/2020	32.00	.00	
2842	YELLOW IRON EXCAVATION, L	47050	TRASH REMOVAL @ 155 E PEARL	05/31/2020	120.00	.00	
2842	YELLOW IRON EXCAVATION, L	47051	Trash Pickup	05/31/2020	30.00	.00	
2842	YELLOW IRON EXCAVATION, L	47052	TRASH REMOVAL @ TOWN HALL	05/31/2020	160.00	.00	
2842	YELLOW IRON EXCAVATION, L	47054	START May Dumpster	05/31/2020	160.00	.00	
2842	YELLOW IRON EXCAVATION, L	48743	TRASH REMOVAL @ 455 VINE	07/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	48743	TRASH REMOVAL @ 455 VINE	07/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	48743	TRASH REMOVAL @ 455 VINE	07/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	48743	TRASH REMOVAL @ 455 VINE	07/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	48892	4 Yard Dumpster Trash Removal,	07/31/2020	1,080.00	.00	
2842	YELLOW IRON EXCAVATION, L	48893	PW dumpster P/U 6 months	07/31/2020	1,755.00	.00	
2842	YELLOW IRON EXCAVATION, L	49410	TRASH REMOVAL @ 915SIMON	08/31/2020	32.00	.00	
2842	YELLOW IRON EXCAVATION, L	49648	TRASH REMOVAL @ 455 VINE	08/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	49648	TRASH REMOVAL @ 455 VINE	08/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	49648	TRASH REMOVAL @ 455 VINE	08/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	49648	TRASH REMOVAL @ 455 VINE	08/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	49648	TRASH REMOVAL @ 455 VINE	08/31/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	49787	TRASH REMOVAL @ 155 E PEARL	08/31/2020	150.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2842	YELLOW IRON EXCAVATION, L	49788	Trash Pickup	08/31/2020	60.00	.00	
Total 2842:					3,949.00	.00	
6719	ZOOM VIDEO COMMUNICATIO	INV38256915	Annual cost for Zoom videoconfer	08/26/2020	4,799.00	.00	
Total 6719:					4,799.00	.00	
Grand Totals:					537,342.61	6,825.54	

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
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF AUGUST, 2020**

During the month of August, the court received \$26,508 in fines, fees, bonds, and forfeitures.
467 new cases were docketed: 401 parking citations, 66 summons
35 cases were dismissed: 9 parking violations

The abbreviations used below are: BF=forfeiture, GP=pled guilty, NC= nolo contendere, G=found guilty at trial, NG=found not guilty at trial,
R=restitution, CS=community service, DP=deferred prosecution, D=dismissed, D-TS=dismissed for traffic school,
DA=deferred adjudication

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
Anderson, Austin L	98262N	Public Intoxication	BF	110
Attianese, Robert Vincent	186001132AC	Speed Limits Generally 50/30	BF	230
Becerra Montiel, Daniel	186001203AC	Mui/mip (18-20 Year Old)	D-Per Town's Motion	0
Becker, Thomas Charles	186001240AC	Failure To Maintain Lane	BF	100
Beristain Vasquez, Gabriel	01763M	Failure To Maintain Liability Coverage	BF	550
Beristain Vasquez, Gabriel	01764M	No Driver's License	BF	420
Caballery Velez, Omar	186000785AC	Failure To Maintain Liability Coverage- Must Appear	D-Per Town's Motion	0
Caballery Velez, Omar	186000782AC	Following Too Close- Must Appear	D-Per Town's Motion	0
Caballery Velez, Omar	186000783AC	No Display Of Current Registration- Must Appear	D-Per Town's Motion	0
Carr, Justin W	186004645AA	Driving/control Of Vehicle While Intox	DA- In accordance with W.S.S. 7-13-301	0
Carrington, Clayton T	01934M	Public Intoxication	BF	110
Clauson, Katrina L.	23337D	Use Of Hand-held Electronic Device While Driving	BF	75
Conan, Timothy	186000430AC	Urinating In Public	BF	120
Cooke, Donald D	03354L	Driving/control Of Vehicle While Intox	GP	750
Dalton, Mitchell J	01811M	Speed Limits Generally 60/40	BF	225
Davis, Gus Tyler	186000803AC	Stop Sign Violation	BF	135
Denton, Catherine	186001135AC	Speed Limits Generally 40/30	BF	140
Deslauriers, Markus J	98317N	Limitations On Backing	BF	100
Dodgen, Van	186001172AC	Speed Limits Generally 40/30	BF	140
Drews, Della	98202N	Damage To Attended Vehicle Or Property- Must Appear	BF	220
Fisher, Brittany Lee	186001155AC	Following Too Close	BF	90
Ford, Douglas Earl	98131N	Criminal Trespass- Must Appear	BF	500
Gath, Drew E	186004240AA	Driving/control Of Vehicle While Intox	DA- In accordance with W.S.S. 7-13-301	0
Gray, John Raymond	186000349AC	Speed Limits Generally 51/30	BF	267
Gustafson, Maximilan Arthur	186001204AC	Minor In Bar/use False Id To Obtain Alcohol/malt Beverage	BF	250
Hardeman, Lucas Steven	186000102AB	Driving/control Of Vehicle While Intox	DA- In accordance with W.S.S. 7-13-301	0
Harrice, Helena	186001174AC	Stop Sign Violation	D-Per Town's Motion	0
Henry, Matthew D	186001205AC	Failure To Obey Traffic Control Device	D-Per Town's Motion	0
Horn, David W	186000687AC	Public Intoxication	BF	110
Howley, Coreen C	98033N	Marijuana: Use And/or Possession	BF	125
Hutchinson, Jeramey	186001152AC	No Driver's License	BF	410
James, James David	186001115AC	Stop Sign Violation	D-Per Town's Motion	0
Jones, Courtney Rose	186001113AC	Failure To Maintain Liability Coverage	D-Provided Valid Information	0
Jones, Courtney Rose	186001112AC	Failure To Yield To Pedestrian	BF	90
Juarez Cervantes, Jonny	00217M	No Driver's License-must Appear	BF	420
Key, Kitiya	186001238AC	Limitations On Backing	BF	90
Koski, Timothy Roy	186000205AC	Stop Sign Violation	BF	135
Lamb, John	98329N	Public Intoxication	BF	110
Lamure, Lane Todd	186001157AC	Use Of Cell Phone While Driving Prohibited	BF	65
Larsen, Anita	186001116AC	Use Of Cell Phone While Driving Prohibited	D-Per Town's Motion	0
Lembo, Nicholas	186000819AC	Failure To Maintain Lane	BF	90
Loughlin, Jake E	01880M	Turning Left At Intersection	BF	75
Lovercheck, Adelaida	01760M	Mph Over Limit Bond 47/25 (must Appear)	BF	75
Lozoya, Jason	186001128AC	No Driver's License	D-Per Town's Motion	0
Maasen, Ronald Ryan	186001239AC	Careless Driving	BF	240
Maddox, James Walton	186001117AC	Following Too Close	BF	90
Malairau, Cristina	03111L	Turning Left At Intersection(must Appear)	D- TS	0
Marquina Corona, Hugo	03779L	Driving/control Of Vehicle While Intox (must Appear)	GP	750
Mathews, Ashley Nicole	186001133AC	Marijuana: Use And/or Possession	BF	250
Mcdonald, Matthew James	186000436AC	Public Intoxication(must Appear)	D-Per Town's Motion	0
Miller, Jennifer Anne	186000637AC	Unsafe Turning Movement	D-Per Town's Motion	0
Mora, Christina	186001063AC	Shoplifting	D-Per Town's Motion	0
Morales, Alison	186001202AC	Mui/mip (18-20 Year Old)	D-Per Town's Motion	0
Neubert, Joseph Bradley	186001129AC	Mph Over Limit Bond	BF	195
Newton, Matthew Peter	186001105AC	Speeding 30/15	BF	135
Orozco, Christina Elizabeth	186000505AC	Speed Limits Generally 40/30	BF	140

Potts, Alden R	98036N	Use Of Hand-held Electronic Device While Driving	BF	65
Prax, Brian Charles	186001103AC	Stop Sign Violation	BF	150
Ratcliffe, Mary G	01403M	Overserving, Minors: Restrictions	BF	250
Rogers, Peter Graham	186001012AC	Speed Limits Generally 53/30	BF	291
Romero, Lizeth	00728M	Marijuana: Use And/or Possession (must Appear)	BF	250
Romero, Lizeth	00730M	Mui/mip (18-20 Year Old)(must Appear)	D-Per Town's Motion	0
Rosen, Robert C.	00939M	Mph Over Limit Bond 34/25	D- TS	0
Ruyak, Poppy Ann	186001062AC	Minor In Bar/use Fake Id To Obtain Alcohol	BF	250
Ryan, Paige Elizabeth	186001122AC	Speed Limits Generally 44/30	BF	188
Sanchez Papecetzi, Angel	186001154AC	Following Too Close	BF	90
Schaffer, Brent	186000356AC	Limitations On Backing	D-Per Town's Motion	0
Schubert, Jennifer Brie	186000389AC	Speed Limits Generally 51/30	BF	267
Simko, Tomas Tomas	186000155AC	Offenses Against Persons And Property- Must Appear	D-Per Town's Motion	0
Simko, Tomas Tomas	186000154AC	Public Intoxication- Must Appear	BF	110
Sippy, Zachariah Wirtschafter	186000806AC	Failure To Stop At A Red Light	D- TS	0
Sosa Garcia, Alberto	186001104AC	Failure To Stop At A Red Light	BF	140
Spilotro, Vincent M	98306N	Destruction Of Property- Must Appear	D-Per Town's Motion	0
Spilotro, Vincent M	98307N	Public Intoxication-must Appear	BF	110
Surowitz, Brian	186000685AC	Speed Limits Generally 42/30	D- TS	0
Valdivia Castillo, Isabel	186000780AC	Following Too Close	BF	75
Van Gilder, Gregory Joseph	186001128AC-2	Required To Stop On Flashing Red Signal	BF	90
Vandercook, George Levin	186002996AB	Failure To Maintain Liability Coverage	D-Provided Valid Information	0
Vandercook, George Levin	186002995AB	No Driver's License	D-Per Town's Motion	0
Vandercook, George Levin	18600114AC	Use Of Cell Phone While Driving Prohibited	BF	75
Vandercook, George Levin	00914M	Use Of Hand-held Electronic Device While Driving (2nd Offe	BF	100
Vanhooser, Buster	01404M	Overserving, Minors: Restrictions	BF	250
Vasha, Matthew Lee	186000403AC	Use Of Cell Phone While Driving Prohibited	BF	65
Wachsmuth, Tallia R	01038M	Criminal Trespass- Must Appear	BF	750
Wagner, Paige	98264N	Speed Limits Generally 40/30	D-Per Town's Motion	0
Wilcox, Hallie R	98037N	Use Of Hand-held Electronic Device While Driving	BF	65
Winters, Robin	186001242AC	Limitations On Backing	BF	90
Ziv, Winslow Cg	00923M	Public Intoxication	BF	110

STAFF REPORT



Meeting Date:	September 21, 2020	Meeting Title:	Regular Town Council Mtg
Submitting Department:	Administration	Presenter:	Larry Pardee
Agenda Item:	Settlement and Easement Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council approves any settlement or easement agreement.

Requested Action.

Approval of the settlement and easement agreements.

Recommendations.

Staff recommends the Council approve the settlement and easement agreements.

Background.

As you are aware, the Town has been negotiating an easement and settlement agreement with M. Jordan and Suzanne Epstein in Hidden Ranch in order to access Garaman Park, Flat Creek, the Garaman Pathway and associated tunnels and structures as well as access to repair and replace water and sewer line infrastructure in this area. These negotiations are now complete and the documents have been accepted by the Grantor. The settlement agreement releases each party from the other for the case which paves the way for dismissal of the court case. The easement agreement secures the Town's right to the easement for emergency and maintenance access.

Analysis.

The key points have been discussed with Council individually or in executive session.

Alternatives (Optional).

None provided.

Comprehensive Plan & Priority Alignment.

This settlement and easement agreement secures the Town's ability to effectively maintain, manage, and repair issues related to Flat Creek and the pathway system which is in alignment with Ecosystem Stewardship and Multimodal transportation.

Fiscal Impact.

There is no direct fiscal impact to the Town in approving these documents.

Staff Impact.

The staff impact to date has been significant and has been approximately 20 hours combined. Should the documents be approved, there would be an additional 2 hours of staff impact in executing, recording, and archiving documents.

Attachments or Links.

Settlement Agreement and Easement Agreement.

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

I move to approve the settlement and easement agreements with the Epsteins as presented and authorize the Mayor to execute any and all documents on behalf of the Town and direct the Town Clerk to record the appropriate documents with the County Clerk.

SETTLEMENT AGREEMENT AND MUTUAL FULL AND GENERAL RELEASE

This Settlement Agreement and Mutual Full and General Release ("**Agreement**") is made and entered into on this ____ day of August, 2020 ("**Effective Date**") by and between Miles Jordan Epstein and Suzanne Morais Epstein, Trustees of the Epstein Living Trust dated December 24, 2019, and any amendments thereto, of P.O. Box 7419, Jackson, Wyoming 83002 (collectively "**Epstein**"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, Wyoming 83001 ("**TOJ**"). Epstein and TOJ are individually deemed to each be a **Party** and collectively shall be deemed the **Parties**.

RECITALS

WHEREAS, Epstein owns real property in Teton County, Wyoming, more particularly described as Lot 13B of Hidden Ranch Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded May 13, 1997, as Plat No. 749 ("**Property**");

WHEREAS, on or about January 22, 2019 the TOJ filed a Complaint for Declaratory Judgment and Injunctive Relief ("**Complaint**") against Epstein's predecessor in interest with respect to the Property, M. Jordan Epstein, in the case styled *City of Jackson, Wyoming a/k/a Town of Jackson v. Epstein*, Civil Action No. 17901 in the District Court of the Ninth Judicial District, Teton County, Wyoming ("**Lawsuit**");

WHEREAS, in the Complaint the TOJ requested the Court to judicially determine that the TOJ and the public had access rights over and across the Property pursuant to that certain Variable Width Easement identified on Plat 749 for the Hidden Ranch Addition to the Town of Jackson ("**Easement**") and to require defendant to not block access over and across the Easement;

WHEREAS, M. Jordan Epstein filed his Answer to Complaint and Counterclaim Against the TOJ on February 12, 2019 in which he sought, among other things, to quiet title to the Property, to have the Court determine that the TOJ and the public did not have any rights pursuant to the Easement, and to recover damages for trespass ("**Counterclaim**"); and

WHEREAS, Epstein and the TOJ desire to mutually and irrevocably settle all claims each Party asserted against the other Party in the Lawsuit, including all claims either Party could have claimed against the other Parties in the Lawsuit arising out of or related to the Property.

NOW, THEREFORE, for and in consideration of the reciprocal covenants and conditions set forth herein, Epstein and the TOJ hereby agree as follows:

1. Execution of Maintenance and Emergency Access Easement Agreement. The Parties hereby agree to duly execute, before a notary public and contemporaneously with the execution of this Agreement, that certain Maintenance and Emergency Access Easement, a copy of which is attached hereto as **Exhibit 1** ("**Easement Agreement**"). Either Party shall have the absolute right to record the Easement Agreement with the Office of the Clerk of Teton County, Wyoming.

2. Mutual Release of Claims. Each Party hereby unconditionally releases, acquits and forever discharges all known and unknown rights, liabilities, claims, actions, causes of action, suits, demands, debts, liens, attorneys fees, expenses, costs, sums of money, damages and other compensation, of any nature or form, that are claimed in the Lawsuit or otherwise arose or accrued prior to the Effective Date. It is agreed that this Agreement shall cover all damages, including punitive and exemplary damages, damage for economic injury, property damage, personal injury, breach of statutory duty, bad faith refusal to settle, attorneys fees or any other damages that are claimed or asserted in the Lawsuit or otherwise arose or accrued prior to the Effective Date. Specifically excluded from this Agreement are the release of any duties, obligations, or claims arising from the rights, titles, interests, duties, and obligations set forth in the Easement Agreement, as well as claims arising or accruing after the Effective Date, all of which claims, rights, titles, interests, duties, obligations shall survive the mutual execution of this Agreement.

3. Dismissal of the Lawsuit. The Parties hereby agree to promptly dismiss the Lawsuit with prejudice upon the recording of the Easement Agreement with the Office of the Clerk of Teton County, Wyoming.

4. No Admissions. It is agreed and acknowledged by each of the Parties that this Agreement constitutes a compromise of disputed claims and that the execution of this Agreement and the execution of the Easement Agreement are not to be construed as an admission of any kind on the part of either Party.

5. Town of Jackson Letter. Upon execution of this Agreement, TOJ shall provide to Epstein a letter on TOJ letterhead stating that there is no public access to the Garaman Pathway from Hidden Spur Lane.

6. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the Parties, together with their heirs, successors, assigns, agents, representatives, attorneys, and successor trustees.

6. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

7. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous

agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by both of the Parties.

9. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

10. Enforcement. All remedies at law or in equity shall be available for the enforcement of this Agreement. This Agreement may be plead as and shall constitute a full bar to the enforcement of any claims against a Party by another Party related to the Property or that were alleged or could have been alleged in the Lawsuit, except for claims arising out of the Easement Agreement. Venue for any action to enforce the terms of this Agreement shall be the District Court for Teton County, Wyoming. If litigation is commenced to enforce this Agreement or concerning the meaning or interpretation of any provision of this Agreement, the Party generally prevailing in such litigation shall be entitled to recover its attorney's fees from the non-prevailing Party, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) so approved and ordered by a court of competent jurisdiction.

11. Advice of Counsel. Each of the Parties represents that he/she/it has been fully advised by legal counsel before signing this Agreement.

12. Captions. The captions used in this Agreement are for clarification and are meant to be an aid in interpreting the Agreement. To the extent they conflict with any substantive provision of this Agreement, they are to be disregarded.

BEFORE SIGNING BELOW, THE UNDERSIGNEDS WARRANT THAT HE/SHE IS LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, THAT HE/SHE HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT, THAT HE/SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS AGREEMENT, AND THAT HE/SHE VOLUNTARILY EXECUTES THIS AGREEMENT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

EPSTEIN:

Miles Jordan Epstein, Trustee of the Epstein Living Trust dated December 24, 2019, and any amendments thereto

Suzanne Morais Epstein, Trustee of the Epstein Living Trust dated December 24, 2019, and any amendments thereto

GRANTEE:

TOWN OF JACKSON:

By: Pete Muldoon
Its: Mayor

ATTEST:

By: Sandra P. Birdyshaw
Its: Town Clerk

MAINTENANCE AND EMERGENCY ACCESS EASEMENT AGREEMENT

This Maintenance and Emergency Access Easement Agreement (“**Agreement**”) is made and entered into on this ____ day of August, 2020 (“**Effective Date**”) by and between Miles Jordan Epstein and Suzanne Morais Epstein, Trustees of the Epstein Living Trust dated December 24, 2019, and any amendments thereto, of P.O. Box 7419, Jackson, Wyoming 83002 (collectively “**Grantor**”), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 (“**Grantee**”).

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Part of Lot 13 of Hidden Ranch Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 13, 1992 as Plat Number 749, more particularly described as Lot 13B Hidden Ranch Addition as shown on Plat to Accompany Application for Lot Division recorded May 30, 1995 in Book 2 of Maps, as Map D-74 (“**Grantor’s Property**”);

WHEREAS, Grantee provides maintenance and repair services to the Garaman Pathway and associated bridges, tunnels and other structures associated with the Garaman Pathway, which is a part of the Jackson Hole Community Pathways System;

WHEREAS, Grantee provides maintenance and repair services to the Garaman Park, which is located adjacent to the Garaman Pathway;

WHEREAS, Grantee provides maintenance, repair and replacement services to public water lines and sewer lines and associated infrastructure (“**Water and Sewer Utilities**”) partially located within or about the variable width easement for Pathway, Greenway, Sewer, Water, Irrigation and Access depicted on Plat 749, recorded with the Office of the Teton County, Wyoming, Clerk on May 13, 1992, and within or about that certain Right-of-Way Easement recorded with the Office of the Teton County, Wyoming, Clerk on October 3, 1986 as Document No. 268346;

WHEREAS, Grantee from time to time performs ice and ice dam mitigation within or about Flat Creek via access from the Garaman Pathway;

WHEREAS, Grantee desires to use that portion of Grantor’s Property described on **Exhibit A** hereto, and made a part hereof by reference (“**Easement Property**”), for purposes of accessing the Garaman Pathway (together with associated bridges, tunnels and other structures

associated with the Garaman Pathway), Garaman Park, the Water and Sewer Utilities, and Flat Creek for the purposes as set forth below; and

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee on the Easement Property, according to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive ingress and egress easement in, on, over, across, and through the Easement Property for the following purposes: (a) maintaining, repairing, replacing and cleaning the Garaman Pathway, Garaman Park, and the Water and Sewer Utilities and any associated pathway amenities and improvements and the maintenance, repair and replacement of fences, gates, vegetation, and water irrigation systems associated with the Garaman Pathway and Garaman Park, including, but not limited to, those that are located along the eastern boundary of Grantor's Property (together the "**Maintenance Purposes**"); (b) accessing Flat Creek for purposes of ice and ice dam mitigation and removal; and (c) emergency response vehicle access to the Garaman Pathway, Garaman Park, and other public and private lands.

2. Limitations on Maintenance Use of Easement. Any use of this easement by Grantee pursuant to clause (a) in Section 1 above for Maintenance Purposes shall be limited to such actions for which the equipment, machinery or vehicles necessary to carry out those Maintenance Purposes cannot physically access the portions of the Garaman Pathway or Garaman Park subject to such Maintenance Purposes due to limitations on size and capacity of the Garaman Pathway Tunnel or bridges that otherwise serve as points of access to the area; provided, however, that nothing herein shall be deemed to limit, restrict, or alter Grantee's existing easement rights over, across, through and under the Easement Property that exist independently of the rights, titles and interests granted pursuant to this Agreement.

3. Notice of Maintenance Use of Easement. In any event that the Grantee wishes to use the easement for any Maintenance Purpose, it shall provide Grantor or Grantor's successor in interest, no less than 48 hours' notice of such anticipated use; provided, however, that Grantee shall be allowed to use the easement for any Maintenance Purpose without advance notice to Grantor in situations reasonably deemed by Grantee to constitute emergency situations requiring prompt maintenance or repair by Grantee. In the event of any maintenance project for which the Grantee reasonably anticipates regular or sustained use of the Easement for more than five (5) consecutive days (a "**Major Maintenance Project**"), Grantee shall provide Grantor with no less than ten (10) days advance notice of such Major Maintenance Project.

4. Maintenance Access Hours. Grantee's right to access the Easement Property for the purposes identified in Sections 1(a) and (b) above shall be limited to the time between 8:00 AM and 5:30 PM, unless a condition exists that the Grantee in good faith believes constitutes an emergency requiring immediate access over and across the Easement Property, Grantee is performing ice dam mitigation in Flat Creek, or upon the prior written consent of Grantor.

5. Easement In Gross. The easement granted herein is an easement "in gross" and is personal to Grantee and Grantee's employees, agents, contractors and licensees, for their sole and exclusive use, and shall not be construed in any manner to create or grant any rights to the public generally, to any other person or entity, or to the owner of any property to use or enter upon the Easement Property; provided, however, Grantee is authorized to permit other governmental agencies to use the easement for access for purposes of fighting wildland fire and mitigation of flooding from Flat Creek and because both Grantee and Teton County, Wyoming, jointly maintain pathways, Grantee can authorize Teton County, Wyoming, to use the Easement for Maintenance Purposes only. Grantee shall not have the right to lease or otherwise permit the use of the Easement Property by any other person or entity other than to Grantee's employees, agents, contractors and licensees, nor shall Grantee assign any of the rights, privileges, duties or obligations of Grantee hereunder except as provided for herein, without the prior written consent of Grantor.

6. Term. The easement granted herein shall run with Grantor's Property and shall be permanent and perpetual so long as it is used for the above-described purposes.

7. Existing Fence and Gates. Grantor and Grantee acknowledge that a fence and gates currently exist on the eastern side of the Easement Property that generally run parallel to the Garaman Pathway. The gates include a gate for the purposes of providing the Town of Jackson access across the Easement Property pursuant to this Agreement ("**Maintenance Gate**") and a smaller pedestrian gate ("**Pedestrian Gate**") currently used to allow for pedestrian access across the Easement Property. The Maintenance Gate and the Pedestrian Gate are sometimes collectively referred to herein as the **Gates**. Nothing in this Agreement shall provide for pedestrian access across the Easement Property or for the continued existence of the Pedestrian Gate. Pedestrian access and the Pedestrian Gate are not included in the subject of this Agreement. Grantee shall, at Grantee's cost, replace the existing Maintenance Gate with a solid wood gate that complies with applicable Town of Jackson ordinances and regulations, and which Maintenance Gate shall have at least eight (8) inches of clearance between the ground at existing grade and the bottom of the Maintenance Gate. The Maintenance Gate is and shall remain located in the location depicted on **Exhibit B** hereto. Grantor and Grantee agree that the fence (as may be modified and replaced as noted in this Section) and Gates located on the Easement Property may remain in place, but that Grantee shall have the absolute right to remove all or a portion of such fencing or Gates if reasonably necessary for Grantee's access over and across the Easement Property. Grantor acknowledges that the existing fence and Maintenance Gate do not comply with applicable Town of Jackson ordinances and regulations and Grantor shall have the right to replace the existing fence and Maintenance Gate with a fence and Maintenance Gate that complies with applicable Town of Jackson ordinances and regulations and other applicable covenants or restrictions, if any. In the event Grantee removes any portion of the fencing or

Gates within the Easement Property, Grantee shall be responsible at Grantee's cost to promptly replace or repair the fencing or Gates, as the case may be, to their immediate pre-removal condition and location. The Maintenance Gate shall remain locked with a lock installed by Grantee when not in use. Grantee shall have unrestricted access through the Maintenance Gate for the purposes identified herein. In the event the Gates and/or any portion of the fence within the Easement Property are at any time removed or damaged by Grantor, Grantor shall be responsible, at Grantor's sole cost and expense, for the prompt repair and/or replacement of the same. In the event the Gates and/or any portion of the fence within the Easement Property are removed or damaged by Grantor and not promptly repaired and/or replaced by Grantor, Grantee shall have right, but not the obligation, to replace or repair said Gates or fence at Grantor's cost and expense.

8. Snow Removal and Maintenance. Grantee shall have the right, but not an obligation to plow and remove snow and other debris from the Easement Property and to maintain and repair the Easement Property sufficient to allow Grantee to use the Easement Property for Grantee's purposes and uses stated herein. If Grantee and its agents exercise such right, they shall not store any snow plowed or removed on the Easement Property, or on Grantor's Property. The notice requirements of Paragraph 3 above shall not apply to Grantee's snow removal activities. Grantor shall refrain from depositing snow and other debris on the Easement Property that would block or impede Grantee's access through the Maintenance Gate and is precluded from blocking Grantee's access over and across the Easement Property.

9. Landscaping. On or before _____, Grantee shall plant and install, at Grantee's sole cost and expense, twelve (12) willow bushes that are at the time of planting four (4) to five (5) feet tall ("**Plantings**") along the west side of the existing fence on the Easement Property in an area south of the Maintenance Gate as depicted on Exhibit C hereto. Grantee shall further be responsible, at Grantee's sole cost and expense, for irrigating the Plantings for a period of five (5) years from the date said willow bushes are planted, and Grantee shall have no obligation to irrigate the Plantings thereafter. Grantor hereby grants to Grantee an easement over, across, and under the Easement Property for the purposes of planting and irrigating the Plantings, which irrigation may include underground piping, water lines, and related irrigation infrastructure.

10. Release of Public Easement. Grantee hereby releases, vacates and quitclaims any easement rights it has or may have over, across or under the Property for the benefit of the public to access the Garaman Pathway. Grantee does not hereby release, vacate, or quitclaim any other easement rights it may have over, across, through, or under the Property, including, but not limited to, any water line, sewer line, or other utility easements.

11. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

12. Condemnation. In the event that the Easement Property or any part thereof shall ever be condemned or taken by eminent domain by Grantee, or as a result of an inverse condemnation action by Grantee, then the easement herein granted shall terminate automatically as to the portion of the Easement Property so taken, and in such event the Grantor, or its

successors or assigns, shall be as fully compensated as though this easement had never been granted.

13. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions or from the placement or existence of the Maintenance Gate, related fencing, or the Plantings on the Easement Property. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to the easement from which Grantor is or will be seeking indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 13 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 13. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.

14. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

15. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

16. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

18. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

19. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

20. Restrictions Upon Grantor. It is understood and agreed that this indenture imposes no obligations or restrictions upon the Grantor, or his successors and assigns, other than as set forth herein.

21. Enforcement. If litigation is commenced to enforce this Agreement or concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such litigation, as the case may be, shall pay any and all costs and expenses reasonably incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) so approved and ordered by a court of competent jurisdiction.

22. No Assumption of Liability or Responsibility. All improvements or maintenance to the Easement Property necessary to ensure Grantee's access will be the sole responsibility of the Grantee.

23. Contractor Notice. Grantor shall ensure that Grantor's rights and obligations under this easement are incorporated into any contract it may enter into with any third party to carry out any Maintenance Purposes. Grantee shall likewise ensure that Grantee's rights and obligations under this easement are incorporated into any contract it may enter into with any third party to carry out any work or services provided on or to the Easement Property.

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GRANTOR:

Miles Jordan Epstein, Trustee of the Epstein Living
Trust dated December 24, 2019, and any
amendments thereto

Suzanne Morais Epstein, Trustee of the Epstein
Living Trust dated December 24, 2019, and any
amendments thereto

STATE OF _____

)

) ss.

COUNTY OF _____

)

The foregoing instrument was acknowledged before me by Miles Jordan Epstein and Suzanne Morais Epstein, Trustees of the Epstein Living Trust dated December 24, 2019, and any amendments thereto, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of September, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

TOWN OF JACKSON

By: Pete Muldoon

Its: Mayor

ATTEST:

By: Sandra P. Birdyshaw

Its: Town Clerk

STATE OF _____)

)ss

COUNTY OF _____)

On this day of _____, 2020, before me personally appeared Pete Muldoon as Mayor of the Town of Jackson and Sandra P. Birdyshaw as the Town Clerk, personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed within this instrument and acknowledged to me that they each executed the same in their authorized capacities, and that by their signatures on this instrument, the entities upon behalf of which the persons acted executed this instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires:

STAFF REPORT



MEETING DATE & TITLE: September 21, 2020 Town Council Regular Meeting

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

SUBJECT: Acceptance of OSLI Coronavirus Relief Grant CRF-78 **PUBLIC COMMENT:** Yes

PURPOSE & POLICY CONSIDERATIONS:

The purpose of this item is for Town Council to review and approve for Mayor's execution a reimbursement agreement with the Office of State Lands and Investments (OSLI) for an awarded Coronavirus Relief Grant to disburse federal funds for incurred COVID-19 expenditures as approved by the State Loan and Investment Board and the Attorney General's Office (AG).

REQUESTED ACTION:

Staff requests that the Town Council approve the reimbursement agreement between the Town of Jackson and OSLI and authorize the Mayor's signature.

RECOMMENDATION:

Staff recommends the Town Council approve the reimbursement agreement as written.

BACKGROUND:

Council approved resolution 20-22 at the July 20, 2020 meeting authorizing staff to apply for Coronavirus Relief funds in the amount of \$750,000. On August 6, 2020, OSLI approved funding for the Town for \$450,000 for HVAC, PPE, Technology, Renovations and \$350,000 for payroll contingent on eligibility. The OSLI and AG drafted the attached agreement for all agencies. Pending Council approval, Town COVID-19 incurred expenditures will be submitted for reimbursement to OSLI. OSLI will then review for eligibility. OSLI has direction on what qualifies from AG but some expenditures will go to AG for approval.

ANALYSIS:

As communicated at 7/20/2020 meeting:

The Town of Jackson has expended funds not budgeted for since the beginning of the COVID-19 pandemic and will continue to expend funds through at least the end of 2020 if not farther into the future. This grant offering covers expenses incurred or expected to be incurred between March 1, 2020 and December 15, 2020 (Previous date was 12/30/20 but expenses must be incurred prior to reimbursement so very little impact of the reduced period). The Town has spent or will spend funds on payroll expenses for employees whose services were/are/will be substantially dedicated to mitigating or responding to the COVID-19 public health emergency, remote meeting infrastructure, public noticing, marketing support, PPE supplies, facility UV purification for HVAC systems, supplemental facility cleaning, portapotties, masks, sanitizer and related bottling supplies, gloves, downtown outdoor distancing infrastructure, posters and signage, barricades and floor markings, and reception area remodels to protect the health, safety, and welfare of employees and the public. To date, staff expenditures have been significant and by December 15, 2020 we project spending up to a total of \$750,000. Funds have been spent in response to this pandemic that could have otherwise been spent on core service provision. Significant cuts to the FY20 budget and the FY21 budget were made as a result of the economic recession resulting from the COVID-19 pandemic and any reimbursement of funds spent and yet to be spent in responding will allow the Town to better maintain core services. There may well likely be a second wave of infections impacting the Town of Jackson budget and our ability to provide core services.

ALTERNATIVES (Optional):

Staff recommends grant agreement approval.

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

Reimbursement of these funds from the State of Wyoming will allow the Town to continue to maintain current, coordinated service delivery and quality community service provision as set forth in Section 8 of Common Value

3, Quality of Life.

FISCAL IMPACT:

The fiscal impact would be up to \$750,000 grant revenue to reimburse already paid eligible expenses. Once the reimbursement is received, these funds could be reallocated to maintain core services. To receive reimbursement, the Town Finance Department would need to submit detailed invoices and payroll information through grant reimbursement requests. Should the Town not spend that amount prior to December 15, 2020, the remaining funding would be retained by the OSLI.

STAFF IMPACT:

Combined staff time spent on this grant application is approximately 25 hours. Staff will spend approximately 20 hours per month documenting and submitting for reimbursement. The staff impact of receipt of funding is positive in that it offsets some of the lost revenue due to the sharp decline in sales and lodging tax funding for Town operations.

ATTACHMENTS OR LINKS:

Coronavirus Grant Agreement CRF-078

SUGGESTED MOTION:

(Council always has the option to adopt, approve with conditions, continue, or deny items.)

I move to approve the Reimbursement Agreement between the Office of State Lands and Investments and the Town of Jackson for COVID-19 expenditure reimbursement and authorize the Mayor to execute all necessary documents.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Reimbursement Agreement

1. **Parties.** The parties to this Reimbursement Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, Town of Jackson (Grantee), whose address is: P.O. Box 1687, Jackson, WY 83001.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI shall disburse federal funds (Relief Funds) pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and 2020 Spec. Session 1, SEA No. 001, Section 2(b)(ii), (iii) and (x). OSLI is disbursing Relief Funds to reimburse expenditures approved by the State Loan and Investment Board (SLIB) and the Attorney General's Office pursuant to Chapter 39 of the SLIB's rules.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the end of the period during which the Inspector General for the U.S. Department of the Treasury may audit the State for the distribution of Cares Funds.
4. **Payment.**
 - A. OSLI shall disburse Relief Funds to the Grantee to reimburse expenditures approved by the SLIB and the Attorney General's Office. Total reimbursements under this Agreement shall not exceed Seven Hundred Fifty Thousand and 00/100 USD (\$750,000). Disbursements from OSLI shall be made in within thirty (30) days after submission of an invoice.
 - B. Should the reimbursement requested by the Grantee fail to comply with all federal and State laws, State rules, and the terms and conditions set forth in this Agreement, OSLI shall not disburse Relief Funds.
5. **Responsibilities of Grantee.** The Grantee agrees:
 - A. The Grantee shall request reimbursement only for expenses described in the application attached to and incorporated into this Agreement as Attachment A, and approved by the SLIB and the Attorney General's Office.
 - B. The Grantee shall submit a request for reimbursement accompanied by invoices and supported by adequate proof that such obligations are due and owing and have

been incurred for expenses that are eligible pursuant to this Agreement, SLIB rules, and all relevant federal and State laws. Relief Funds shall not be spent for any other purpose or project.

- C. The Grantee shall establish and maintain sufficient internal controls to ensure that Relief Funds are spent in accordance with this Agreement, SLIB rules, and all State and federal laws.
- D. If OSLI or the Inspector General for the U.S. Department of the Treasury determines that any of the Relief Funds were not utilized for an eligible expense under the CARES Act, the Grantee shall repay such funds immediately to the SLIB. In the event the Grantee does not repay the grant funds, the obligation shall be booked as a debt of the Grantee owed to the State of Wyoming. The Grantee further agrees to provide OSLI, upon request, a full and complete accounting as to the use of the Relief Funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the OSLI within a reasonable time.
- E. OSLI, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the Grantee at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- F. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001 and all applicable state procurement laws.
- G. The Grantee understands that the Legislature approved the distribution of Relief Funds for the purpose of “combating COVID-19 in Wyoming[.]” 2020 Spec. Session 1, SEA No. 001, Section 1(b)(i). The Grantee agrees that it will not remove any equipment or other items purchased pursuant to this Agreement from the State of Wyoming. This provision shall survive the expiration of the term of this agreement identified in Section 3.

6. Responsibilities of the Office. OSLI agrees:

- A. To disburse Relief Funds only as needed to discharge expenses incurred by the Grantee before December 15, 2020 and approved by the SLIB and Attorney General’s Office.

7. Special Provisions.

- A. **Payroll Expenditures.** For all expenditures for payroll, the following terms shall apply:

- i. The Grantee shall designate either the presumption method or the pro rata method of calculating payroll expenditures. The Grantee shall use the same method for all employees and all requests for reimbursement.
- ii. If the Grantee opts for the presumption method of calculating payroll, the Grantee shall provide to OSLI with its request for reimbursement:
 - a. A description of how the Grantee determined these employees spent more than 51% of their time “substantially dedicated to mitigating or responding to the COVID-19 public health emergency,” including a brief explanation of what duties/services the employees performed that were substantially dedicated to mitigating or responding to the public health emergency;
 - b. A certification that all requested payroll is for employees who spent 51% or more of their time substantially dedicated to responding to or mitigating the public health emergency; and
 - c. The supporting documentation for all payroll expenditures.
- iii. If the Grantee opts for the pro rata method of calculating payroll, the Grantee shall provide to OSLI with its request for reimbursement:
 - a. A description of how the Grantee determined the amount of time the employee spent “substantially dedicated to mitigating or responding to the COVID-19 public health emergency”;
 - b. For broad categories of employees, an explanation of what duties/services the employees performed that were substantially dedicated to mitigating or responding to the public health emergency;
 - c. For pre-existing employees, a description of how those duties are substantially different than previous duties; and
 - d. The supporting documentation for all payroll expenditures.
- iv. OSLI shall only disburse funds in compliance with the SLIB’s requirements on payroll expenditures.

B. Construction Expenditures. For all expenditures related to construction projects detailed in Attachment A, the following terms shall apply:

- i. Per the contingent approval by the SLIB, the Grantee shall require the

general contractor or each subcontractor for this Project to sign a bid containing a Completion Date Guarantee, attached to and incorporated into this Agreement as Attachment B. If the Grantee is unable to secure a bid with the Completion Date Guarantee, OS LI shall not disburse any funds related to construction projects.

- ii. The Grantee shall include in the general contractor's contract either (1) the language of the Completion Date Guarantee, or (2) a provision requiring the general contractor to include the language of the Completion Date Guarantee in every subcontractor's contract. If the Grantee is unable to secure a contract satisfying this provision, OS LI shall not disburse any funds related to construction projects.
- iii. As conditions for disbursing funds to the Grantee, the Grantee agrees:
 - a. To make arrangements for appropriate professional supervision and management of the Project.
 - b. To provide to the OS LI all project plans and specifications.
 - c. To establish payment schedules providing that all work shall be completed prior to December 15, 2020.
 - d. That OS LI is not responsible or liable for compliance with construction schedules or completion dates.
 - e. That the Grantee shall be solely responsible for its compliance with all applicable state statutes, including but not limited to, state statutes regarding local preferences, procurement, accounting, and contractor retainage accounts.
 - f. That OS LI is not responsible for construction supervision or management.
 - g. To provide the OS LI with access to all information on all aspects of the project and make available for inspection such documents and reports on the progress of the work and on the results of tests of materials and workmanship or other information as may be requested by the OS LI.
 - h. That in no event shall OS LI, SLIB, or the State of Wyoming be responsible for any project costs incurred after December 15, 2020.
- iv. Prior to ordering a change to the project, the Grantee shall submit proposed changes to OS LI for review. OS LI shall have a minimum of five (5) business days to review the proposed change. Upon written approval of the OS LI, the Grantee shall execute an amendment or change order to affected

agreements. If the Grantee executes an amendment or change order without OSLI approval, OSLI reserves the right to withhold reimbursement for such a request until it is able to confirm the change complied with SLIB rules and all relevant federal and State laws. If the change does not comply with SLIB rules and all relevant federal and State laws, OSLI shall not disburse any funds for expenses related to the change.

8. General Provisions.

- A. Administration of Federal Funds.** The Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; the CARES Act; any additional requirements set forth by the federal funding agency; and all applicable regulations published in the Code of Federal Regulations.
- B. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed by all parties to this Agreement.
- C. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- D. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OSLI.
- E. Audit and Access to Records.** The Inspector General for the U.S. Department of the Treasury, OSLI, and their representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- F. Availability of Funds.** Each disbursement obligation under this Agreement is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, this Agreement may be terminated at the end of the period for which funds are available. OSLI shall notify the Grantee at the earliest possible time if this Agreement will or may be affected by a funding shortage. No penalty shall accrue to OSLI in the event this provision is exercised, and OSLI shall

not be obligated or liable for any future payments as a result of termination under this section.

- G. Compliance with Laws.** The Grantee understands that it may be subject to other audits or federal requirements in addition to those identified in this Agreement. The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement, consisting of nine (9) pages, Attachment A, consisting of two hundred fifty seven (257) pages, and Attachment B, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Federal Audit Requirements.** The Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Grantee shall provide one (1) copy of the audit report to OSLI and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to OSLI's records.
- J. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- K. Indemnification.**
- (i) If the Grantee is a private entity, the following provision applies: The Grantee shall release, indemnify, and hold harmless the State, the OSLI, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the Grantee's failure to perform any of their duties and obligations hereunder or in connection with the negligent performance of the Grantee's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the Grantee's negligence or other tortious conduct.

- (ii) If the Grantee is a governmental or tribal entity, the following provision applies: Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- L. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- M. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- N. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- O. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- P. Sovereign Immunity and Limitations.**
 - (i) If the Grantee is a private entity, the following provision applies:
Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, OSLI, and SLIB expressly reserve sovereign immunity by entering into this Agreement specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law,

enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- (ii) If the Grantee is a tribal or governmental entity, the following provision applies: The State of Wyoming, OSLI, and SLIB do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to W.S. §1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- Q. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- R. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- S. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- T. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- U. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

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

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

STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS:

Jenifer Scoggin, Director

Date

GRANTEE:
Town of Jackson

(Name and Title)

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Patrick Miller, Assistant Attorney General

Date

Attachment B – Completion Date Guarantee

As a condition of approval for Relief Funds, the Grantee must provide a signed bid or proposal with a copy of this Attachment executed by either the general contractor or all subcontractors for the Project:

I (**the Contractor**) understand that the CARES Act requires all Relief Funds be expended by December 30, 2020 on eligible expenditures incurred by that date and SLIB rules require all requests for reimbursement be submitted by December 15, 2020. I hereby certify that by submitting this bid or proposal for consideration, I can complete the Project in its entirety by December 15, 2020 and, if selected for this Project, shall do so. In the event the Project is not complete by December 15, 2020, I understand and agree that **[Grantee]** will only pay for the portion of the work completed by that date. I further agree that I shall complete the project as soon as reasonably possible and shall be solely responsible for any and all costs to complete the project incurred after December 15, 2020, including but not limited to costs of materials, labor, and equipment.

Data Universal Numbering System (DUNS) Numbers

Per Federal requirements: The Office of State Lands and Investments require a DUNS number for all entity's requesting funding from our agency. DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If you already have a DUNS number please make sure that your number is in "active" status.

<http://fedgov.dnb.com/webform>

DUNS No. _____

Printed Name and Title: _____

Signature: _____ Date: _____

Attest: Printed Name and Title: _____

Attest: Signature: _____ Date: _____

STAFF REPORT



Meeting Date:	September 21, 2020	Meeting Title:	Equipment Purchase
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	New Loader Purchase for the Wastewater Treatment Plant	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is to approve the purchase of a new 926M Wheel Loader for the Sewer Division's Wastewater Treatment Plant.

Requested Action.

The requested action for this item is to approve the purchase and procurement of a new 926M Wheel Loader for the Sewer Division's Wastewater Treatment Plant.

Recommendations.

Staff recommends approving the purchase of the new 926M Wheel Loader for the Sewer Division's Wastewater Treatment Plant for \$234,689.52.

Background.

The Public Works Department administers the procurement and purchasing of all new vehicles for the Town of Jackson. When tasked with the procurement of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular/equipment needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains/greenhouse gas emission reductions when making new vehicle purchases.

Staff is using a new method for the procurement of this piece of equipment, a public purchasing cooperative called Sourcewell. Sourcewell is a municipal contracting government agency that operates as a public entity under legislative authority through the state of Minnesota and has more the 50,000 members throughout the United States. Sourcewell has been around for forty years and secures roughly \$3 billion annual purchases by using their cooperative contracts. On behalf of its members, Sourcewell streamlines the procurement process by developing Request for Proposals (RFP's) for national, competitive solicitations that meet or exceed local requirements. Their procurement team takes care of the competitive solicitation process (RFP), which saves municipality's time and money. Sourcewell secures the lowest RFP (cost) nationwide for this procurement which allows for nationwide volume pricing.

Analysis.

The Wastewater Treatment Plant is replacing a 23 year old wheel loader with a new 926M Wheel Loader. Additional add-ons for this purchase includes a snow blower attachment and a wider, more efficient plow blade that will aid in plowing for fuel efficiently. Staff at the Wastewater Plant do not currently own a snowblower of this caliber and this purchase will save time and money by not transporting the Street Division blower to the plant during heavy snow years.

The stakeholder's for this item are the Procurement Administrator (Public Works Fleet Manager) and the Division/Department receiving the procured vehicle. Conversations are held with each group to determine which vehicle procured will be the most fuel efficient and still fulfill the specifications needed to perform each Division's/Department's daily responsibilities.

Alternatives (Optional).

None at this time.

Comprehensive Plan & Priority Alignment.

- Principle 8.1: Maintain current, coordinated service delivery
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

The fiscal impact for this item is composed of four parts: list price, Sourcewell discount, optional equipment, and any trade-in value of the equipment we are replacing. Council approved \$275,000 in the FY21 Budget for the purchase of this equipment.

<u>Vehicle</u>	<u>List Price</u>	<u>Sourcewell Discount</u>	<u>% Discount</u>	<u>Options</u>	<u>Trade-in</u>	<u>Total Cost</u>
923M Loader	\$226,302.00	(\$54,312.48)	24%	\$62,700.00	\$0	\$234,689.52

*This diesel engine is a Tier 4 Standard, the strictest EPA emissions requirement for diesel engines. This requirement regulates the amount of particulate matter, or black soot, and nitrogen oxides that can be emitted.

Staff Impact.

There is a positive staff impact in time and dollar savings by not having to manage our typical bidding process (opening of bid, bid review, bid bonding, bid advertisement), since Sourcewell has already secured the lowest, volume based pricing nationwide. To secure this purchase, all the additional time needed is to place the order for this equipment once approved.

Attachments or Links.

- Western States Quote for 926M Wheel Loader

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

I move to approve the purchase of a 926M Wheel Loader for the Sewer Division's Wastewater Treatment Plant and award the contract to Western States Caterpillar for \$234,689.52.

August 18, 2020

Town of Jackson
450 W Snow King Ave
Jackson, WY 53001-8497

Attention: Eric Hiltbrunner

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 926M Wheel Loader

STOCK NUMBER: TBD

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jerad Childers
Machine Sales Representative

5650912	926M WHEEL LOADER DCA2A	205,600.00
0P9001	LANE 1 ORDER	0.00
4303038	ENGINE AR	0.00
5650908	PRODUCT LINK, CELLULAR PL641	0.00
3666895	TIRES, 20.5R25 MX XTLA * L2	13,410.00
3666895	TIRES, 20.5R25 MX XTLA * L2	-13,410.00
0P2491	KIT,SERIALIZED TECHNICAL MEDIA	0.00
4302963	INSTRUCTIONS, ANSI, US	0.00
3775627	LIGHTS, AUX, HALOGEN/HALOGEN	377.00
0P2266	SHIPPING/STORAGE PROTECTION	210.00
0P0210	PACK, DOMESTIC TRUCK	0.00
5769758	KIT, JUMPER LINES,3RD FUNCTION	364.00
3603323	BUCKET-GP, 3.0 YD3, FUS, BOCE	9,165.00
5725671	CARRIAGE,FUS, FORK 60", PALLET	4,954.00
5105071	Material Handling Arm	5,632.00

Total Price 226,302.00

Sourcewell Discount -24% 54,312.48

Purchase Price 171,989.52

20.5R25 MS202 SnowXtra E2 12,500.00

93002 Extreme Duty Blower Fusion	
Mount	24,750.00
6-Way Blade SB410V	8,550.00
Autolube System	11,950.00
Install 8 LED lights, case drain for	
Snowblower	4,950.00
 Total	 234,689.52

WARRANTY

Standard Warranty: 12 months Unlimited hours full machine

GOV Failsafe Warranty: 60 Months 3000 Hours (\$11,277.22
Included at no charge to customer)

F.O.B/TERMS

Idaho Falls

ADDITIONAL CONSIDERATIONS

- Delivery is 3-8 weeks

Accepted by _____
on _____

Signature

STAFF REPORT



Meeting Date:	September 21, 2020	Meeting Title:	Equipment Approval
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Purchase Approval for Vac-Tron Trailer for the Water Division	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve the purchase of a new Vac-Tron trailer for the Water Division.

Requested Action.

The request for this item is to seek approval for the purchase of a new Vac-Tron trailer for the Water Division.

Recommendations.

Staff recommends approving the purchase of a new Vac-Tron trailer for the Water Division in the amount of \$67,815.80.

Background.

The Public Works Department administers the procurement and purchasing of all new vehicles for the Town of Jackson. When tasked with the procurement of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular/equipment needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains/greenhouse gas emission reductions when making new vehicle purchases.

Analysis.

The Water Division currently does not own any equipment that exercises water valves and vacuums water valve pits. In order to accomplish this task, the curb-stop valves (for shutting water off to homes and buildings) is exercised manually by the Water Division staff. With so many water valves to maintain in the Town of Jackson, the amount of time to exercise each valve manually is considerable. The purchase of this trailer will allow for increased productivity and efficiency within the Water Division's valve exercising program. This unit also allows for vacuuming of water valve pits which has historically been done by the Sewer Division's jet truck. With the addition of this equipment (trailer), the Water team will be able to handle all facets of the valve exercising program without the assistance of the Sewer team. By making this Vac-Tron trailer purchase, the Water Division will be able to exercise and vacuum out valves in a fraction of the time, making this program more efficient and improves the service delivery to all water users.

Alternatives (Optional).

None at this time.

Comprehensive Plan & Priority Alignment.

- Principle 8.1: Maintain current, coordinated service delivery
- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

Fiscal impact for the procurement of the Vac-Tron trailer is \$67,815.80. The Town Council approve \$50,000 in the FY21 Budget for this purchase. The cost difference of \$17,815.80 will be appropriated from another Water Division source account, thereby keeping the purchase within budget.

Staff Impact.

Staff impact for this item includes working with the vendor so they meet the Town's specifications and the unit is delivered on time. Once the unit arrives, the Water Division will conduct training on the new equipment, which should take two days.

Attachments or Links.

- Quotation for the Vac-Tron trailer from E.H. Wachs (will add to FINAL report since it is a PDF)

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

I move to approve the purchase of a Vac-Tron trailer for the Public Works Water Division and award the contract to E.H.Wachs of Lincolnshire, Illinois for the purchase price of \$67,815.80.

Quotation

Page 1 of 1

TO: **Eric Hiltbrunner**
City of Jackson
450 W Snow King Ave
Jackson, WY 83001

Date: 7/31/2020
Quotation Number: KR140978
Payment Terms: Net 30 Days
Shipping Terms: FOB Origin
Valid Through: 9/29/2020
Estimated Delivery: 4 Weeks ARO
Reference: BuyBoard#597-19

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-36 Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy. Other options available include: Under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 & 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides survey grade centimeter accuracy.	1	EA	66,500.00	1.5%	65,502.50
Subtotal						65,502.50
Shipping & Handling						2,313.30
Total (USD)						\$67,815.80

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Matt Goodwin at 209-534-1671 or call me at 815-943-4785 x2773.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your invoice.

Please reference this quote number when placing your order. Thank You.

Ken Redding
Utility Technical Sales Rep
815-943-4785 x2773
kredding@ehwachs.com

STAFF REPORT



Meeting Date:	September 21, 2020	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	(Consent) NLC Service Line Warranty Program	Public Comment:	

Purpose & Policy Considerations.

Town Council consideration of entering into a Marketing Agreement with a third party public utilities service line warranty provider to offer warranties to property owners for repairs or replacements of lateral water and sewer service lines.

Considerations include:

- The proposed Marketing Agreement would allow the warranty provider to advertise their services to Town of Jackson water and sewer customers, including use of the Town logo and a letter from the Town indicating legitimacy/endorsement of the warranty program through the provider's partnership with the National League of Cities. Marketing would be conducted through multiple mailings throughout the Agreement term.
- The warranty is a voluntary program, and property owners would only enter into the program at their will and through direct contact with the warranty provider (Town is not a broker for the program).
- The warranty is an opportunity for property owners to receive funding up to \$8,000 for necessary repairs to their water and sewer service lateral lines, at a low monthly cost for participating in the warranty program (similar to insurance).

Requested Action.

Approve execution of the Marketing Agreement between the Town and the warranty provider.

Recommendations.

Staff recommends approving the Marketing Agreement.

Background.

Town water and sewer customers whose service lateral lines require repair or replacement due to winter freezing, pipe breaks, root inundation, age, or other issues are often surprised to learn that these pipes, connections, and appurtenances are the financial responsibility of the property owner rather than the Town. Costs of these repairs are often high and unexpected. While some property owners may be well-equipped to absorb these costs when they arise, many are not. Public Works staff is often in the unfortunate role of informing property owners that the Town is unable to assist them by performing the repairs or covering the costs.

Analysis.

Staff talked to other WY municipalities who have entered into this partnership and received mixed feedback regarding its effectiveness in educating customers on their responsibilities versus the Town's, whether it was perceived by customers as "junk" mail, etc. However, these municipalities all remained in the partnership and agreed that it is worth any of the negative aspects because it has helped relieve financial strain for a few customers that needed unanticipated repairs.

The third party warranty provider requests use of the Town logo on the mailing envelope for the marketing materials, and that the Town letter of endorsement act as a cover letter to their warranty program materials. The Town Attorney suggested that Town logos and materials be secondary to the third party's logo and marketing materials, and the other WY municipalities agreed that could be a better representation of the municipality's support for the program rather than sponsorship or management of it.

Alternatives (Optional).

If Council is uncomfortable entering into a third party Marketing Agreement at this time, other possible actions include:

1. Deny the request to enter into an Agreement
2. Delay a decision to allow time to learn more about the program

Comprehensive Plan & Priority Alignment.

Facilitating availability of a warranty program to customers helps address the Comp Plan **Common Value #3: Quality of Life**, Section 8. Quality Community Service Provision.

- *Policy 8.1.b: Coordinate with Independent Service Providers* – collaborating with a water and sewer service line warranty provider enables community members to cost-effectively secure separate funding for unexpected service failures that are outside the Town's ability to fix.
- *Policy 8.1.c: Identify barriers to service delivery goals* – offering the services of a warranty provider can help overcome financial barriers that some customers may face in maintaining an acceptable level of water and sewer service to their homes or businesses.

Fiscal Impact.

The Town would collect a small licensing fee for third party use of the Town logo. We believe this will amount to approximately \$2,000 per year in revenue, which the Town can allocate at its discretion.

Staff Impact.

Public Works and Legal Departments staff has collectively spent approximately 20 hours over the course of the last year in discussions both internally and with the third party, including a couple of rounds of back-and-forth legal review of the Agreement.

Should the Town enter into this Marketing Agreement, the additional staff time required would be in finalizing the Agreement and reviewing and approving: marketing materials, endorsement letter, and mailing schedules. This is expected to require no more than 5 hours of staff time.

Staff does not anticipate ongoing time commitments beyond current staff time spent on these issues. Currently Public Works staff manages calls from customers expecting our assistance with service line repairs. If this program is in place, we anticipate some customers may have questions about the marketing materials or think that the warranty program is run through the Town, but we can quickly direct them to the warranty provider. Staff believes this will be easier to communicate than explaining to customers that we can't help them.

Attachments or Links.

Marketing Agreement
Sample marketing materials
Informational presentation

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

I move to approve the Marketing Agreement between the Town of Jackson and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America, and upon approval by the Town Attorney authorize the Mayor to execute all necessary contract Agreements

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the Town of Jackson, Wyoming ("**Town**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the Town ("**Residential Property Owner**"); and

WHEREAS, Town desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** Town hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** Town hereby grants to Company a non-exclusive license ("**License**") to use Town's name and logo on letterhead and marketing materials, similar to the examples provided in Exhibit B, to be sent to Residential Property Owners from time to time and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and only with the Town's prior review and approval for each mailer, which will not be unreasonably withheld. .
3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement.

In the event that Company is in material breach of this Agreement, the Town may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. In the case of termination for a material breach, the Company will not be permitted to complete any marketing initiative approved prior to termination of this Agreement.

4. **Consideration.**

A. As consideration for such license, Company will pay to Town a License Fee as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. Town agrees to provide a completed HomeServe New Partner Form and a Form W-9 to Company in order to facilitate proper payment of the License Fee. Town will have the right, at Company's sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the Town, its elected officials, officers, employees and agents (collectively or individually, "**Indemnatee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnatee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: Town:

Town of Jackson
ATTN: Town Clerk

P.O. Box 1687
Jackson, WY 83001-1687
Phone: (307) 733-3932

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by both Parties.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the Town.

9. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Wyoming and venue shall lie in the Ninth Judicial District, Teton County. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then each Party shall be responsible for their own expenses including attorney's fees.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

12. **Governmental Immunity.** The Town of Jackson does not waive its governmental immunity pursuant to the Wyoming Governmental Claims Act, as amended, by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

TOWN OF JACKSON

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
Town of Jackson
Term Sheet
April 2, 2019

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. Town logo on letterhead, advertising, billing, and marketing materials
- b. Signature by Town official

III. Products.

- a. External water service line warranty (initially, \$6.75 per month)
- b. External sewer/septic line warranty (initially, \$7.75 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line warranty:
 - Covers homeowner responsibility: From the main to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line warranty:
 - Covers homeowner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage warranty:
 - Covers water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings per year and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.



XXX





The Town of Jackson

Wyoming

Dear Town of Jackson Homeowner;

The Town of Jackson has partnered with Service Line Warranties of America (SLWA), a provider of home emergency repair solutions to homeowners nationwide, to offer Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage to Jackson homeowners.

Many homeowners are not aware that they are responsible for certain repairs; for example, many Americans don't know that they are responsible to pay for repairs to water service and sewer/septic lines on their private property. Many homeowners are not prepared to handle the high costs of unexpected water service or sewer/septic line breakdowns.

Optional plans from SLWA can help protect you from the potentially expensive repair costs of water and sewer/septic lines inside and outside your home.

The enclosed information is provided to help you decide whether a plan from SLWA is right for you.

Please visit www.slwofa.com for frequently asked questions and links to additional information. You can also call SLWA toll-free at 1-844-257-8795 for more information, to sign up for coverage, or to opt out of any future SLWA mailings.

The Town of Jackson



Information for Jackson Homeowners



<<MR. SAMPLE A SAMPLE_XX>>
<<MAIL_ADDRESS1_XXXXXXX>>
<<MAIL_ADDRESS2_XXXXXXX>>
<<MAIL_CITY_XX, ST ZIP>>



Please reply by:
<<Month X, XXXX>>

Dear <<Mr. Sample>>,

Many homeowners are not aware that repairs to the exterior water service or sewer/septic lines that run between your home and the public utility connection are the responsibility of the homeowner.

Water service and sewer/septic lines are subjected to changing soil conditions, ground shifting and corrosion—which may cause a breakdown without warning, leaving you responsible for the cost of repair or replacement. Replacement of these lines can be expensive—costing you thousands of dollars in unforeseen expenses.

The Town of Jackson has partnered with Service Line Warranties of America (SLWA) to help eligible homeowners be prepared and have the best possible service in the case of such an emergency. So you're invited to enroll in Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage from SLWA. Accept this *optional* coverage and you'll receive as many service calls as you need up to \$X,XXX per call for covered water service or well line repairs, and as many service calls as you need up to \$X,XXX per call for covered sewer/septic line repairs (30-day wait includes a money-back guarantee for both) and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind starting for as little as \$X.XX per month. Your emergency is dealt with and your water service or sewer/septic line is back to normal.

In the event of an emergency, these plans can save you a significant amount of money and the time of finding a plumber, which can be difficult in the best of times. Having these plans also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers. These are the only service line protection programs for homeowners fully supported by the Town of Jackson.

Please take the time to read the information on the back of this letter. If you would like to sign up for a plan, simply complete and return the enclosed form or call toll-free 1-844-257-8795. We certainly hope that you never have an exterior water service or sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered. These programs are managed by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit www.slwofa.com.

Sincerely,

The Town of Jackson

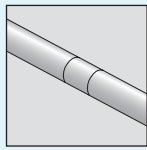
Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect any service you have with your local utility or community.



Phone #									
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What would you do in an exterior line emergency?

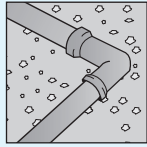
The illustration shows where things may go wrong with your exterior lines and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With coverage, it's not something to worry about; you'll have no bill to pay for covered repairs up to the service call benefit amount.



Replace water service line (26–100 ft.)

\$2,585

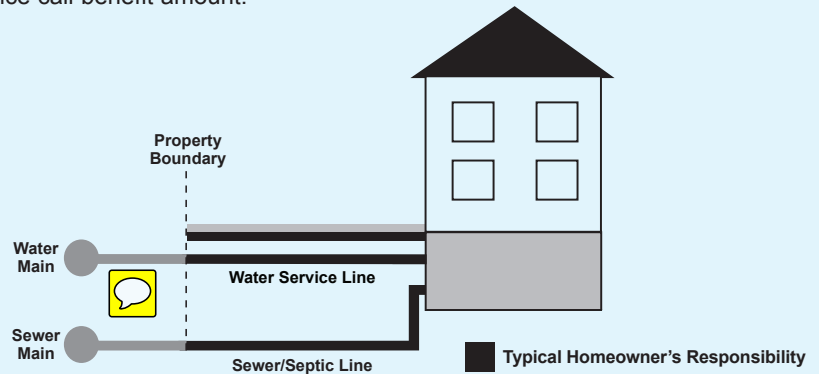
**Plan Members:
No Charge†**



Replace sewer/septic line (26–75 ft.)

\$3,389

**Plan Members:
No Charge†**



†National average repair costs within the SLWA network as of March 2018. No charge for covered repairs up to the service call benefit amount.

The water and sewer/septic lines beyond the property boundary may be an additional responsibility of the homeowner and are included in this coverage. Septic tanks, leaching fields, pumps or grinders are not covered.

Take A Look At The Benefits You'll Receive	Exterior Water Service Line Coverage	Exterior Sewer/Septic Line Coverage
1. Covered Repairs – Guaranteed for one full year.	✓	✓
2. 24-Hour Emergency Repair Service Hotline – Open 24 hours a day, 365 days a year.	✓	✓
3. Our Promise to You – Simply call SLWA toll-free at 1-844-257-8795 any time, and your coverage can be canceled at your request.	✓	✓

Visit www.slwofa.com to protect your exterior lines
Or call toll-free 1-844-257-8795 | Available: MON-FRI 8AM-8PM | SAT 10AM-4PM EST

Important Questions & Answers

What am I responsible for?

Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae.

Does my homeowners insurance cover this?

Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur. Agnis voloria nienihil invende.

Does this coverage include well lines?

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Who is eligible for coverage?

Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur. Agnis voloria nienihil invendere dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur. Agnis voloria nienihil invende nitates doluptam, que mi, voluptat et aspiducilic temod ut que et ant. Cerspientus solleniam, omnihit as dolo maximi, a ipsamet res sunt odi conse cori as Explignate cuptatem hilla eum con re quam faccumq.

What should I know about this coverage?

What's covered: Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis isit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam.

Not covered: Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis isit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo.

When can I make a service call?

Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur.

What is the cancellation policy?

Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur. Agnis voloria nienihil invende.

What is the term of my service agreement?

Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur. Agnis voloria nienihil invende.

What is E-Z Pay/Direct Pay?

Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. Henis eatios aliquatur.

What quality of repair can I expect?

Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae.

Who is SLWA?

Nisit officii sintotatus et aturest emolore, ipitas dem et is exero con pa net, aspel exceptae laturestis re dellaccus voles eosltam etur quam nonsequo volecus ea que omnis estius raest rem quidus, quia aut ea suntist. dellaccus voles eosltam.

Town of Jackson, WY



we promise



Rob Meston

412-874-8866

rmeston@utilitysp.net



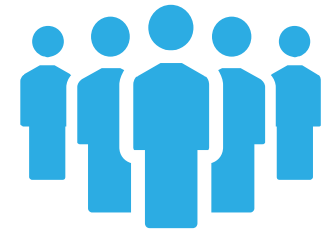
WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



**BBB Torch Award for
Marketplace Ethics**

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

— Clarence Anthony, Executive Director
National League of Cities

PROGRAM BENEFITS

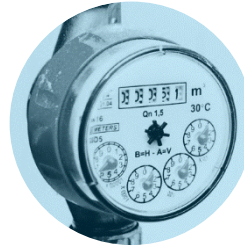
- Only Service Line Program Partnered with the National League of Cities
Helps address the public policy issue of aging infrastructure
- No cost for the Municipality to participate
- Ongoing Revenue Stream for the Municipality
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service



OUR SERVICE AND WHAT IT COVERS



EXTERNAL
SEWER/SEPTIC
LATERAL COVERAGE



EXTERNAL
WATER/WELL
LINE COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

OUR SERVICE AND WHAT IT COVERS



INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

Coverage includes:

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water supply, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
 - Only market by direct mail, no telemarketing
 - Would never mail without your review and approval of marketing material before each and every campaign
 - Limited mailing campaigns per year
 - Consumer friendly marketing
 - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing;
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time

OVER 500 MUNICIPAL PARTNERS IN 36 STATES

...INCLUDING 13 IN THE STATE OF WYOMING

Alabama
Arkansas
Arizona
California
Colorado
Connecticut
Florida
Georgia
Iowa
Illinois
Indiana
Kansas



Kentucky
Louisiana
Maryland
Michigan
Minnesota
Missouri
North Carolina
Nebraska
New Jersey
New Mexico
Nevada
Ohio

Oklahoma
Oregon
Pennsylvania
South Carolina
South Dakota
Texas
Utah
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Q & A



STAFF REPORT



Meeting Date:	September 21, 2020	Meeting Title:	Regular
Submitting Department:	Administration	Presenter:	Sandy Birdyshaw
Agenda Item:	Board of Examiner Appointments	Public Comment:	Yes, consent

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to consider appointments to the Board of Examiners.

Requested Action.

Appoint three new members to three vacant seats on the Board of Examiners.

Background.

The Town Council appoints members to the Board of Examiners. This board is a seven-member board with 2-year terms. The Board of Examiners currently consists of the following members: Jade Beus, Greg Buchko, Mike Mielke, Damon Wilson. Seats held by James Ross and Casey Rammell expired at the end of July and neither wished to continue serving on this board. One seat has been vacant for almost three years. After advertising and getting the word out about vacancies on the board, three people applied: Kasey Mateosky, Tyson Slater, and Katie Wilson.

Analysis.

Section 15.36.010 of the Municipal Code relates to the Board of Examiners and states in part: *Town of Jackson Board of Examiners shall be created, consisting of five (5) to nine (9) members, including a chairperson, to be appointed by the Town Council. The Board shall serve at the pleasure of the Town Council and members shall be volunteer, non-paid positions. Upon the affirmative vote of a majority of the Town Council, members may be removed from the Board. Members of the Board of Examiners shall consist of tradespeople from the trades that are being regulated or others who have knowledge of such issues as may be taken under consideration by the Board of Examiners. At least one member shall be from the public at large. The Building Official or designee shall be an ex-officio member of the Board. Additionally, the Board of Examiner's bylaws require that members be residents of Teton County, Wyoming.*

Fiscal Impact. Minimal - cost of advertising.

Staff Impact. Minimal.

Attachments or Links. Letters of Interest.

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

I move to appoint Kasey Mateosky, Tyson Slater, and Katie Wilson to the Board of Examiners for 2-year terms expiring in July 2022.

From: [Kasey Mateosky](#)
To: [Sandy Birdyshaw](#)
Subject: Board of Examiners fpr Town of Jackson
Date: Sunday, August 23, 2020 5:04:33 PM

Hi Sandy,

I am asking to be considered as a member of the Town of Jackson Board of Examiners. I have served as Board Chair of the Town of Jackson Contractor Licensing board and member for two full terms.

I understand the time and dedication it would require to be a member of the Town Examiners board and can commit to this responsibility.

Hope all is well with you and yours Sandy,

Kasey Mateosky

From: [Katie Wilson](#)
To: [Sandy Birdyshaw](#)
Cc: [Logan Probst](#); [Kelly Sluder](#)
Subject: Town of Jackson Board of Examiners
Date: Monday, August 24, 2020 9:07:21 PM

Sandy, Logan, Kelly,

I send this letter asking your consideration for appointment to the Town of Jackson Board of Examiners.

Jackson has been my home since October 2005. As a Licensed Architect with over 15 years of experience, I bring a strong background in the field of planning, design, and construction. I am familiar with building codes and their importance.

I currently serve as the Chair of the Town of Jackson Planning Commission and as the Vice Chair of the Teton County Building Appeals Board.

Respectfully yours,
Katie Wilson

Katie Wilson

Principal Architect, AIA, NCARB, WELL AP, LEED AP (BD+C)

[kmw architecture](#)

PO Box 3314
Jackson, Wyoming 83001
307-690-8950
katie@kmw-arch.com

Town of Jackson Planning Commission Chair
Teton County Building Appeals Board Vice Chair
State of Wyoming Council on Fire Protection Board Member
Wyoming Architectural Education Foundation Board Member
2020 AIA National Secretary's Advisory Committee
2018 AIA National Strategic Councilor | AIA Western Mountain Regional Director

August 26, 2020

Board of Examiners

JACKSON, WY 83001

I would like to submit this letter of interest to the TOJ Board of Examiners for one of the available seats. As a building professional I believe it is important to help the community push our industry to continue to provide our changing community the safest, efficient and most durable buildings in the country. As the community continues to navigate around a housing crisis design and zoning may create situations where ICC enforcement will need to be interpreted. I look forward for the opportunity help continue to make our trades function so well for our Town and County.

SINCERELY,

TYSON SLATER

STAFF REPORT



Meeting Date:	September 21, 2020	Meeting Title:	Regular Meeting
Submitting Department:	Joint Housing	Presenter:	April Norton
Agenda Item:	MOU with Jackson Hole Historical Society & Museum	Public Comment:	Yes

Purpose & Policy Considerations.

Council will consider a Memorandum of Understanding ("MOU") with the Jackson Hole Historical Society & Museum ("JHHSM") to temporarily locate three historic cabins on Town-owned property north and east of the Lower Valley Energy Substation off Karns Meadow Drive. The MOU states that the cabins may be stored there for a maximum of 24 months.

Requested Action.

Consider and approve the MOU as presented.

Recommendations.

Staff recommends approving the MOU as presented.

Background.

Teton County owns 105 Mercill Avenue and has leased the property to JHHSM for several years. In 2019, Teton County gave JHHSM notice they would not be renewing the lease for the property because the County is partnering with a private developer to build permanently deed restricted housing on the site. Since that notice was given, JHHSM's proposition on the 2019 Specific Purpose Excise Tax ("SPET") ballot passed, providing JHHSM with \$4,400,000 to relocate the JHHSM to the Genevieve Block, including land acquisition and moving the buildings and collection.

However, it will take JHHSM roughly 24 months to purchase the property and prepare the site for the three cabins they intend to move there. The Town of Jackson offered to provide a space to store the cabins for up to 24 months.

The attached MOU sets forth the following:

- Responsibilities of the Town. The Town commits to provide JHHSM with:
 - All necessary information concerning stewardship and maintenance policies and procedures for the property;
 - General care and landscaping of the area surrounding the cabins;
 - Maintaining access to the property.
- Responsibilities of JHHSM. JHHSM is responsible for:
 - Scheduling the move and removal of the three cabins to and from Town property;
 - Ensuring the three cabins are not damaged during the move to or during their maximum 24 month stay at the property;
 - Payment of any and all costs related to moving and removing the three cabins to and from the property;
 - Keeping the property orderly, clean, sanitary, and free from rubbish, obstructions, objectionable odors or nuisances, and in an adequate condition of repair and safety;
 - Not altering the property without first obtaining written permission from the Town;
 - Giving Town prompt notice of any accident, fire, or damage to the property;
 - Complying with all laws, orders, regulations, rules, ordinances, and covenants of all state and federal statutes and all local ordinances and regulations applicable to JHHSM and/or its use of the Property;

- o Complying with all reasonable rules and regulations that may be established, from time to time, by the Town;
- o Removal of the Cabins from the Property at the end of twenty-four (24) months.

JHHSM is also required to insure the property.

Analysis.

Providing a space for the three cabins allows JHHSM time to purchase and prepare the southeastern portion of the Genevieve Block for their final move. This achieves dual goals: historic preservation and permanently deed restricted housing for the local workforce.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

Policy 4.5.a: Identify and preserve historically significant structures and sites.

Policy 4.5.c: Enhance historic preservation education, outreach, and awareness

Fiscal Impact.

No fiscal impact.

Staff Impact.

The move has required time from Public Works staff, Legal staff, Planning & Building staff, and Housing staff. The removal of the buildings will likely require time from Public Works staff, Building staff, and Housing staff.

Attachments or Links.

The MOU is attached.

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

I move to approve the Memorandum of Understanding between Jackson Hole Historical Society and Museum, Inc. and the Town of Jackson.

**MEMORANDUM OF UNDERSTANDING BETWEEN JACKSON HOLE HISTORICAL SOCIETY AND MUSEUM,
INC. AND THE TOWN OF JACKSON, WYOMING**

1. Parties. This Memorandum of Understanding ("**MOU**") is made and entered into by and between the Jackson Hole Historical Society and Museum, Inc., a Wyoming non-profit corporation, whose address is P.O. Box 1005, Jackson, WY 83001 ("**JHHSM**"), and the Town of Jackson, a Wyoming municipal corporation, whose address is 150 E. Pearl Avenue P.O. Box 1687, Jackson, WY 83001 ("**Town**"), together "Parties.".
2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Town grants JHHSM the right to use five thousand four hundred (5,400) square feet of open space located on Town-owned property north and east of the Lower Valley Energy Electrical Substation off Karns Meadow Drive as depicted in Exhibit A, attached hereto and incorporated herein by reference, ("**Property**"), for installation of three (3) cabins ("**Cabins**") to be stored on the Property during the term of this MOU. The three (3) Cabins to be placed on the property are:
 - A. Shane Cabin, approximately eighteen (18) feet by twenty two (22) feet
 - B. Karns Cabin, approximately eleven (11) feet by fifteen (15) feet
 - C. Coey Cabin, approximately forty eight (48) by thirty eight (38) feet
3. Term of MOU. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties and shall remain in full force and effect for a time not to exceed twenty four (24) months from the date of signature. This MOU may be terminated by either Party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed below.
4. Payment. No payment shall be made to either Party by the other as a result of this MOU.
5. Responsibilities of the Town. The Town commits to provide JHHSM with:
 - A. All necessary information concerning stewardship and maintenance policies and procedures for the Property;
 - B. General care and landscaping of the area surrounding the Cabins;
 - C. Maintaining access to the Property.
6. Responsibilities of the JHHSM. JHHSM understands, covenants, and agrees that, other than the responsibilities of the Town as set forth in Paragraph 5, JHHSM is solely responsible for:
 - A. Scheduling the move and removal of the three (3) Cabins to and from Town property;
 - B. Ensuring the three (3) Cabins are not damaged during the move to or during their maximum twenty-four (24) month stay at the Property;

- C. Payment of any and all costs related to moving and removing the three (3) Cabins to and from the Property;
- D. Keeping the Property orderly, clean, sanitary, and free from rubbish, obstructions, objectionable odors or nuisances, and in an adequate condition of repair and safety;
- E. Not altering the Property without first obtaining the express written consent of the Town, with the exception of the structures presented and approved by the Town Manager and any other set forth herein;
- F. Giving the Town prompt written notice, defined as within five (5) business days, of any accident, fire, or damage on or to the Property;
- G. Only permitting employees, agents, servants, and business invitees to remain in or loiter within the Cabins, which obligation includes providing appropriate security to ensure all others are unable to access / enter the Cabins;
- H. Complying with all laws, orders, regulations, rules, ordinances, and covenants of all state and federal statutes and all local ordinances and regulations applicable to JHHSM and/or its use of the Property;
- I. Complying with all reasonable rules and regulations that may be established, from time to time, by the Town;
- J. Removal of the Cabins from the Property at the end of twenty four (24) months.

7. Use of the Property.

- A. The Town has the authority to prohibit parking that interferes with the safe and appropriate use of the Property and retains the right to sign and enforce parking regulations for public safety, access, and appropriate use; and
- B. Events involving the use, handling, mixing, or liberation of combustible/flammable liquids, vapors, gases, fireworks, explosive materials, or any other use defined by the Uniform Fire Code as a Hazardous/Extra Hazardous Use are expressly prohibited. All use of the Property by JHHSM must comply with the laws, regulations, covenants, and ordinances of the United States, the State of Wyoming, the County of Teton, and the Town of Jackson; and
- C. JHHSM shall restore the Property to its original condition following the removal of the cabins at the end of the term not to exceed twenty-four (24) months.

8. Damages. If the property should suffer material damage by fault of JHHSM then JHHSM shall be liable for such damages. If the property shall suffer material damage or be destroyed by no fault of JHHSM then the Town shall have the option to terminate this MOU.

9. Acceptance and Maintenance of the Property. JHHSM has inspected the Property and accepts it in "as is" condition. JHHSM agrees to be responsible for routine maintenance and repairs on the

Cabins. JHHSM shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations of any federal, state, municipal, or quasi-governmental authority. If the Town determines, in its sole discretion, that the Property is not being properly maintained in accordance with this paragraph, it shall give notice to JHHSM in writing to repair and/or maintain the Property. JHHSM shall have forty-eight (48) hours in which to correct any minor deficiencies and thirty (30) days for larger repairs which are the responsibility of JHHSM under this MOU. If the repairs and maintenance duties of JHHSM as described herein are not performed to the Town's satisfaction within the required time period, the Town may employ another person or entity to repair and/or maintain all or any part of the Property and JHHSM shall be responsible for the payment of all expenses and costs related to said repair and maintenance, which if not paid, shall be deemed a default as provided herein.

10. Alterations and Improvements. The Town has the right, and JHHSM shall permit the Town or its representative(s), at any time to enter the Property to inspect and/or to make such additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement, or preservation of the Property. All such improvements will be done, so far as practicable, to avoid interference with JHHSM's occupancy and use of the Property. JHHSM is not entitled to compensation for unavoidable interference with its occupancy and use and waives any claim for damages, including loss of business, resulting therefrom.

11. Insurance. JHHSM must, at JHHSM's expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereof fully paid on or before the due date. The policy or policies must be issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum portion of not less than a single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00). The insurance policy must name the Town including its Officers, Officials, Employees, and Volunteers as an additional insured, state that coverage is primary and non-contributory, and cover all risks incident to JHHSM's use of the Property and business in connection therewith.

JHHSM shall furnish and deposit with the Town certificates of all such insurance policies to be maintained by JHHSM with evidence of payment of the premiums thereon obtained at or prior to the commencement of the term of this MOU, and copies of all insurance policies obtained at any time thereafter during the term of this MOU. All such insurance policies, including such policies referred to immediately above, shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this MOU except after fifteen (15) days written notice thereof to the Town.

12. Signs. JHHSM shall have the right to erect and maintain informational signs on the Cabins, or about the Property provided that same shall comply with the conditions of Town Council approvals, as well as governing laws, regulations, covenants, and ordinances of the United States, State of Wyoming, County of Teton and/or the Town of Jackson.

13. Indemnification. . During the MOU Term the Town, its elected officials, officers, agents, and employees shall not in any event whatsoever be liable for any injury or death to any person or happening on or about the Cabins; for any injury or damage to the property of JHHSM; or for any injury or damage to property of any other person, third-party, entity or

association on or about the Cabins. JHSM shall defend, hold harmless and indemnify the Town, and its respective elected officials, officers, agents, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, injury, actions, causes of action and liability of every kind and nature whatsoever (including, without limitation, the fees and costs of counsel) incurred by or asserted against any Indemnified Party/ies in connection with, arising out of, in response to, whether directly or indirectly, arising from and during its tenancy, its use of the Property for its Cabins, and of or from any of its activities thereon or connected thereto. Notwithstanding the foregoing, this Section shall not be construed to and shall not impose an obligation to indemnify and save harmless the Town or any of its elected officials, officers, agents or employees from any claim, loss, damage, liability or expense arising from any willful misconduct or negligence by the same. .

14. Attorney's Fees. In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants or conditions of this MOU, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.
15. Non-Assignment. JHSM shall not assign this MOU or any interest therein, nor permit the Property or any part thereof to be used by any other person, firm, corporation, or other entity other than the JHSM without the written consent of the Town in each instance. The consent by the Town to an assignment shall not be construed to release the JHSM from the requirement that it obtain the Town's written consent for any further assignment(s). In the event permission is granted for any such assignment, JHSM shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Agreement, including, without limitation, the covenant to pay rent.
16. Town's Access. The Town and its agents, employees, or other representatives may enter the Property at any reasonable time after reasonable notice for the purpose of (a) inspecting the Property to ascertain JHSM's compliance with the terms and conditions of this MOU; (b) in order to make repairs, additions, or alterations as the Town deems necessary; or (c) for any other reasonable purposes.
17. Notices. Any notices required or permitted to be given or served by either party to the other, unless otherwise stated herein, shall be deemed to have been duly given or served when in writing and forwarded by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Such notices shall be deemed given upon mailing of same.

JHSM: Jackson Hole Historical Society and Museum, Inc.
ATTN: Morgan Jaouen
P.O. Box 1370
Jackson, WY 83001

TOWN: Town of Jackson
ATTN: Town Manager
P.O. Box 1687
Jackson, Wyoming 83001

18. Amendment or Modification. JHHSM acknowledges that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment, change or modification of this MOU shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this MOU.

19. General Provisions.

- A. No Partnership.** No partnership or joint venture is created by this MOU.
- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Ninth Judicial District, State of Wyoming.
- C. Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. Governmental Immunity.** The Town does not waive its governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. Third-Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be constructed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall insure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- G. Signatures.** In witness thereof, the Parties to this MOU through their duly authorized representatives have executed this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this document.

Jackson Hole Historical Society and Museum, Inc.

_____ Date _____
By:
Its:

Town of Jackson, Wyoming

_____ Date _____
Pete Muldoon
Mayor

Attest:

_____ Date _____
Sandy Birdyshaw
Town Clerk

EXHIBIT A



STAFF REPORT



Meeting Date:	September 21, 2020	Meeting Title:	Regular Meeting
Submitting Department:	Joint Housing	Presenter:	April Norton
Agenda Item:	Low-Income Housing Tax Credit Partnership Project Application to Wyoming Community Development Authority	Public Comment:	Yes. Anticipate 30 min for the item total.

Purpose & Policy Considerations.

The Town Council ("Council") will consider a letter of support for the application to the Wyoming Community Development Authority ("WCDA") for Low-Income Housing Tax Credit ("LIHTC") allocation to build 24 apartments at 400 W. Snow King Avenue. The project is being called Millward Crossing.

Requested Action.

Council is asked to provide a letter of support to include in the application.

Recommendations.

Staff recommends approving the letter of support as presented.

Background.

On June 15, 2020 Council executed an agreement with Summit Housing Group, a Montana-based developer who specializes in building LIHTC developments, to apply for LIHTC funding through the Wyoming Community Development Authority ("WCDA"). The staff report and agreement can be found [online](#).

Summit provided an initial schematic for the development that Council discussed during the [August 10, 2020 workshop](#). Based on feedback from Council, the development team revised the site plan to provide an enhanced streetscape, a new ally on the south side of the property, and improved circulation for the overall site. This was presented to the Council during the [September 8, 2020 regular meeting](#).

Today, staff and Summit request a letter of support for the project from the Council. This letter will be provided as part of the application Summit will submit to WCDA by September 30, 2020. The application will contain the following key components:

- Site schematic and rendering that provides 24 units with 30 bedrooms.
- Draft 99-year ground lease for the property that Town will sign upon LIHTC award.

The application itself will be over 100 pages and is available for any councilor to review should s/he desire.

Next Steps: The developer will submit the application to WCDA by September 30, 2020.

- This fall, the developer will apply for a zone change from Public/Semipublic to Neighborhood Medium Density 2 ("NM-2"). This change will allow the developer to utilize the 2:1 Workforce Housing Density Bonus Tool and complements the surrounding neighborhood zoning.
- Awards will be announced in January 2021. If awarded credits, there is a chance gap funding may be necessary to make the project financially feasible. This gap will be filled by a combination of additional public funding, private financing, and possibly philanthropy.
- Once awarded credits, the developer will submit the project to the Design Review Committee ("DRC") for consideration.

- Once approved by DRC, the developer will submit a grading permit and building permit.
- The developer will begin developing the site in 2021, with an estimated certificate of occupancy in late 2022.

Analysis.

Site Schematic.

The site schematic has not changed from what was approved by Council on September 8, 2020. The unit mix has changed from 3 one-bedroom, 9 two-bedroom, and 12 three-bedroom units to 18 one-bedroom and 6 two-bedroom units. This change was made to respond to the Qualified Allocation Plan ("QAP") guidelines that provide a set amount of credits per unit – regardless of unit size – for areas that are considered statistical outliers (high cost areas). By providing slightly smaller units, the developer can reduce costs and therefore reduce the gap we anticipate needing to cover to build the project.

As of July 2020, the Housing Department's Intake Form has 1,402 households representing 3,013 people on it. 389 households (28%) earned less than half of median family income. These 389 households represent 837 people and break down as follows:

- One-person household: 184
- Two-person household: 80
- Three-person household: 54
- Four-person household: 40
- Five-person household: 19
- Six or more people: 12
- 73 were single parent households

Based on this data, there are over 200 households that could qualify to live in these 24 units once complete.

Ground Lease.

Key components of the ground lease include:

- 99-year term, which is required by WCDA.
- Requires Developer to provide preference to the Housing Authority list and allows the Housing Authority to choose tenants, assuming they qualify based on the WCDA requirements.
- Requires Developer to permit, entitle, develop, construct, and finance the project in accordance with the Town's Land Development Regulations, WCDA's restriction (which is generally more restrictive than the Housing Department's) and the Housing Department's restrictions (that will remain with the property in perpetuity).

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

Comprehensive Plan Policy:

- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B

- Seek and support grants, tax credits, loans, and other sources of funding. 4C

Fiscal Impact.

The Town currently has \$1,106,661 in the Housing Supply Fund and \$67,800 in mitigation fees. Staff anticipates using these funds to cover costs related to this RFQ. Per the contract for services, Summit has a not to exceed amount of \$58,610 if the application is unsuccessful and a not to exceed amount of \$37,110 if the application is successful.

Staff Impact.

Housing, Planning & Building, Public Works, and Legal staff have all spent time on this and will continue to do so as the project moves through the Town's planning process. Planning, Public Works, and Housing staff participated in a pre-application conference with the developer and staff has continued to provide feedback, direction, and answer questions for the development team. If the project is awarded credits in January, staff will spend significant time working with the developer to move the project through the process to groundbreaking. Parks and Recreation staff will also be required to mobilize and move their current facility on the northern end of the property before groundbreaking.

Attachments or Links.

- Final site plan and rendering
- Draft Letter of Support from Town Council

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

I move to approve the letter of support for the Millward Crossing low-income housing tax credit application being submitted by Summit Housing Group.

TYPICAL BUILDING AREA:

8 UNITS / BUILDING
(6) 1-BR
(2) 2-BR
7,449 GFA / BUILDING

PROJECT AREA TOTALS:

24 UNITS TOTAL (3 BLDGS)
(18) 1-BR
(6) 1-BR
22,347 GFA TOTAL

TYPICAL BUILDING AREAS BY LEVEL

LEVEL 1	UNIT COUNT	UNIT SIZE	TOTAL
1-BR / 1 BATH	3	650	1,950
2-BR / 1 BATH	1	850	850
CIRCULATION			672
UTILITY/MECH.			89
STORAGE			327

3,888 LEVEL 1 GFA

LEVEL 2	UNIT COUNT	UNIT SIZE	TOTAL
1-BR / 1 BATH	3	650	1,950
2-BR / 1 BATH	1	850	850
CIRCULATION			465
UTILITY/MECH.			138
FLEX			158

3,561 LEVEL 2 GFA

TOTAL AREA / BUILDING	7,449	TOTAL GFA
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HABITABLE UNIT AREA / BUILDING

1-BR / 1 BATH	6	650	3,900
2-BR / 1 BATH	2	850	1,700
			5,600 (8000 ALLOWED)







AERIAL VIEW LOOKING NORTH



VIEW FROM SNOW KING AVE LOOKING SOUTH DOWN PEDESTRIAN PATH



VIEW FROM ALLEY INTO COURTYARD



VIEW FROM PARKING LOT LOOKING EAST



September 21, 2020

Dr. John Batey, Director of Affordable Housing Development
Wyoming Community Development Authority
155 N. Beech Street
Casper, WY 82601

Dear Dr. Batey,

The Jackson Town Council would like to express our support for Millward Crossing, the low-income housing rental project application submitted by our partner, Summit Housing Group.

Our community has identified providing housing for our workforce that is close to jobs, schools, transit, and local convenience as a priority in our Comprehensive Plan and Workforce Housing Action Plan. By housing our workforce locally, we can remain a community first and resort second, ensuring that we have teachers, first responders, volunteer coaches, and families here in our community.

The Workforce Housing Action Plan determined that we need approximately 280 new units each year to keep up with our workforce housing needs. The most expensive of these units are those that serve the lowest income earners in our community. Based on the Housing Department's most recent data, over 1,000 households representing more than 3,000 people are seeking stable housing. Of these households more than a quarter earn less than 50% of median family income.

The Millward Crossing project will provide quality, affordable housing for an underserved portion of our population. By developing in town, the project will provide accessible homes that are close to jobs, transit, schools, grocery stores, and the local hospital.

The Town of Jackson appreciates your consideration and is excited to work with the Wyoming Community Development Authority and Summit Housing Group to bring this project to life.

Sincerely,

Pete Muldoon
Mayor

Hailey Levinson
Vice-Mayor

Jim Stanford
Councilor

Jonathan Schechter
Councilor

Arne Jorgensen
Councilor



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 16, 2020
MEETING DATE: SEPTEMBER 21, 2020

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

SUBJECT: **ITEM P20-140:** SUBDIVISION PLAT FOR A 7-LOT SUBDIVISION FOR 115 NELSON DRIVE (PARCEL 1) AND ADJACENT PARCEL (PARCEL 2) IN THE NEIGHBORHOOD MEDIUM DENSITY – 1 ZONING DISTRICT.

APPLICANT: TETON LANDINGS, LLC

OWNER: FODOR LAW OFFICE – STEFAN FODOR

PURPOSE

The Town Council approved a Development Plan (P19-152) for a 7-lot subdivision on September 16, 2019 with the understanding that a Subdivision Plat would later be submitted. This Subdivision Plat is a required step to formalize the subdivision.

REQUESTED ACTION

The applicant is requesting Subdivision Plat approval of a 7-lot subdivision in the Neighborhood Medium Density – 1 (NM-1) zone for the property addressed at 115 Nelson Drive (Parcel 1) and the adjacent parcel described as PT NE1/4NE1/4 SEC 34, TWP 41, RNG 116 (Parcel 2).

The applicant is requesting to use their one time continuance to continue this item to the regularly scheduled Town Council meeting on October 19, 2020.

SUGGESTED MOTIONS

I move to **continue** this item to the Town Council meeting scheduled for October 19, 2020.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 16, 2020
MEETING DATE: SEPTEMBER 21, 2020

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

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RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of a Subdivision Plat for a 7-lot subdivision for the property addressed at 115 Nelson Drive (Parcel 1) and adjacent parcel (Parcel 2), subject to the departmental reviews attached hereto and following conditions:

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.
2. Park and School Exactions shall be paid at the time of plat recording.

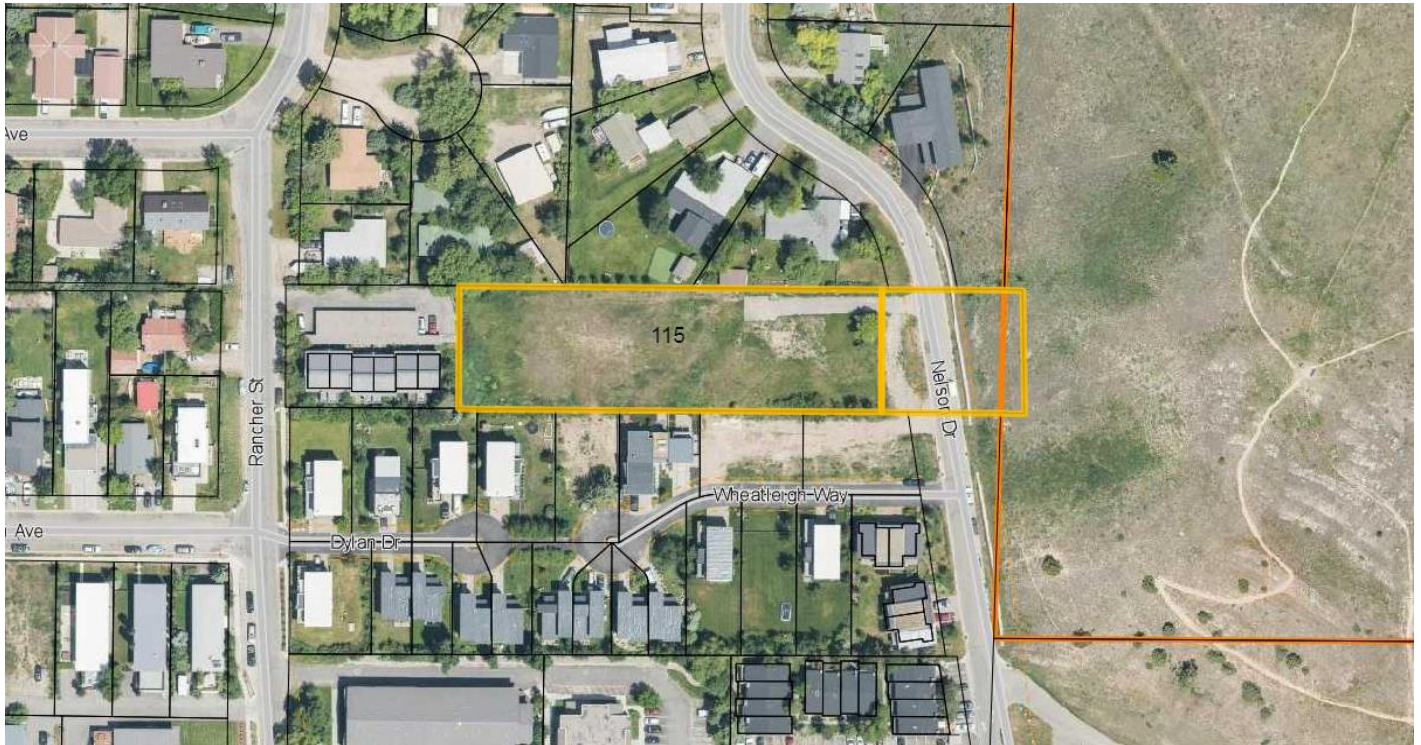
APPLICABLE REGULATIONS

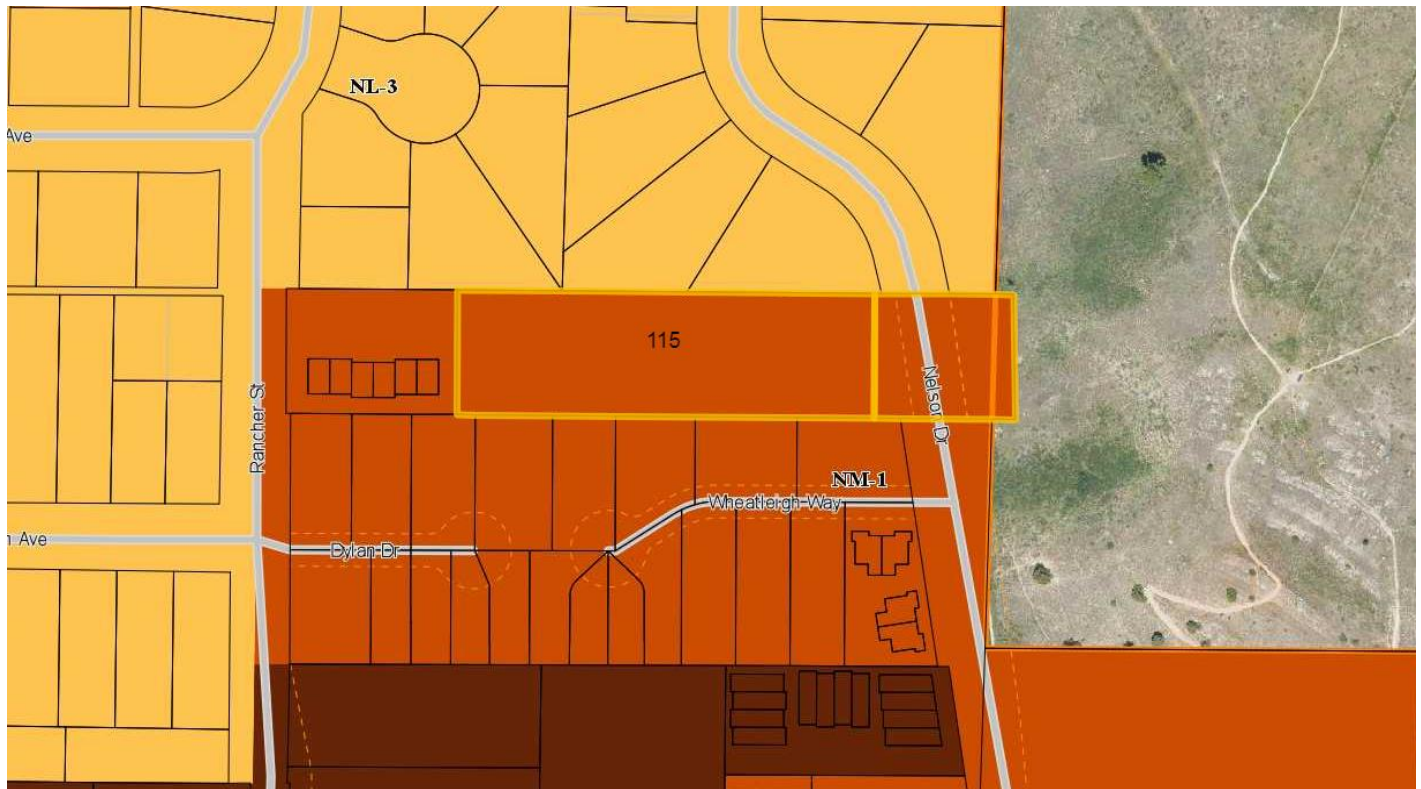
Section 8.5.3 Subdivision Plat

LOCATION

The property is located at 115 Nelson Drive and legally known as PT NE1/4NE1/4 SEC 34, TWP 41, RNG 116. (Parcel 1). In addition, the adjacent parcel has no address but is legally described as PT NE1/4NE1/4 SEC 34, TWP 41, RNG 116 (Parcel 2). An aerial photo and zoning map are shown below

:





BACKGROUND

The subject property consists of two parcels. Parcel 1 (115 Nelson Drive) is a 1 acre parcel (43,560 sf) within the NM-1 zoning district. The parcel is rectangular with a width of approximately 114 feet and depth of approximately 380 feet. Parcel 2 does not have an address, but is located immediately to the east of Parcel 1 and is 0.33 acres (14,375 sf) in size. The majority of Parcel 2 is encumbered by Nelson Drive (50'-wide roadway easement) and steep slopes on the eastern half of the parcel. The surrounding zoning to the north of north parcels is Neighborhood Low Density – 3 (NL-3), to the west and south is NM-1, and to the east is Bridger Teton National Forest. Historically the site contained three structures: a 1,310 sf single-family detached home, a detached garage and detached storage shed. All structures have been demolished. Vehicular access historically has been taken from Nelson Drive through Parcel 2 to the east.

On September 16, 2019 the Town Council approved a Development Plan (Item P19-152) for a 7-lot subdivision for the subject property with the following conditions:

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 be fire sprinklered as long as the private road does not include a fire turnaround.

On December 31, 2019, the Planning Director approved a Minor Deviation (item P19-285) which modified the original Development Plan, specifically Lot 1. The minor deviation incorporated .33-acre Parcel 2 (PT NE1/4NE1/4 SEC 34, TWP 41, RNG 116. (PARCEL 2)) into the original approved Development Plan for a 7-lot subdivision of original Parcel 1 (1 acre). The resulting number of lots remains at 7, however the eastern-most lot (Lot 1) increased in size from 6,268 sf to 19,000 sf. The designation of setbacks for Lot 1 remain the same: Front Setback (north) measured from the pavement of the new internal access drive is 20 feet, Side Setback (east) measured from the roadway easement of Nelson Drive is 10 feet, Side Setback (west) is 10 feet

and Rear Setback (south) is 10 feet. Although Lot 1 resulted in a much larger building envelope and allowable square footage, the Lot 1 building envelope is now more clearly located on the west side of Nelson Drive and not on the steep slopes on the east side of the road. The additional development potential that already existed on Parcel 2 was simply incorporated into Lot 1. Vehicular access for Lot 1 will be taken from the newly created private roadway consistent with the original Development Plan.

PROJECT DESCRIPTION

This Subdivision Plat is a request to subdivide two existing parcels (Parcel 1 & Parcel 2) into 7 residential lots. Six of the lots are approximately 6,200 sf and one lot is approximately 19,000 sf which far exceeds the 3,750 sf minimum lot size for the NM-1 zoning district. Vehicular access to the subdivision will remain off of Nelson Drive. A 30-foot wide access easement that provides direct access to all 7 lots will then run along the northern property line which includes a 20-foot wide private road with 5 feet on either side for utilities and snow storage. No sidewalks are proposed. When developed, 6 of the lots will allow approximately 2,300 sf of above ground habitable floor area and the largest lot (Lot 1) will allow approximately 7,600 sf of above ground habitable. Each lot will allow a maximum of 1 detached single-family home with 1 Accessory Residential Unit (ARU).

STAFF ANALYSIS

Staff finds that as conditioned, the proposed subdivision plat is in conformance with all past approvals and each lot meets the 3,750 sf minimum lot size for the NM-1 zoning district. The applicant has submitted worksheets for Park and School Exactions: Park Exactions are \$18,900 and School Exactions are \$14,000. Per the Land Development Regulations (LDRs), the plat shall be recorded within 60 days of approval. A Subdivision Improvement Agreement is required (attached) per the Engineering Department which will ensure that utilities are installed to the satisfaction of the Town Engineer. All utilities are private and not the responsibility of the Town.

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 (Item P19-152) and Minor Deviation (Item P19-285).

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

Park Exactions - \$18,900
School Exactions - \$14,000

STAFF IMPACT

The amount of staff time to review, research and write this report is typical of that of a subdivision plat. Estimated time was 3-5 hours.

LEGAL REVIEW

Ongoing as needed.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P20-140, 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, to **approve** a Subdivision Plat for a 7-lot subdivision at the property addressed at 115 Nelson Drive (Parcel 1) and adjacent parcel (Parcel 2) subject to the departmental reviews attached hereto, this staff report dated September 21, 2020, and the following conditions:

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.
2. Park and School Exactions shall be paid at the time of plat recording.

STAFF REPORT



Meeting Date:	September 21, 2020	Meeting Title:	Regular
Submitting Department:	Community Development	Presenter:	Tyler Sinclair
Agenda Item:	TOWN OF JACKSON AND SNOW KING MOUNTAIN GONDOLA LEASE AGREEMENT, FACILITY USE AGREEMENT (TUBE PARK) AND SNOW KING SKI SHELTER LEASE	Public Comment:	Yes

Purpose & Policy Considerations.

For Town Council to consider entering into Lease and Facility Use Agreements with Snow King Mountain as follows:

- 1) GONDOLA AND COUGAR LEASE AGREEMENT
 - To locate a proposed Snow King Mountain privately owned and operated gondola and other associated improvements on Town owned property best described as a portion of Phil Baux Park and the Town Mountain Tract.
- 2) FACILITY USE AGREEMENT
 - To operate the Snow King Tube Hill on Town owned property best described as a portion of Phil Baux Park and the Town Mountain Tract.
- 3) COMMERCIAL LEASE AGREEMENT BETWEEN THE TOWN OF JACKSON AND SNOW KING MOUNTAIN RECREATION
 - A lease for approximately 3, 945 square feet of the Snow King Event Center, better known as the ski lodge;
or
 - An amendment to the current lease agreement to increase the monthly rent.

Requested Action.

For Council to consider approval of these three separate agreements for execution by the Mayor.

Recommendations.

Staff recommends approval of the proposed agreements for execution by the Mayor.

Background.

The Town and Snow King Mountain have been in lease agreements for 1) private improvements (Cougar Lift, pump station, towers, etc.) on Town property, 2) use of Town property of the Snow King Tube Hill and 3) lease of a portion of the Snow King Center for a long time. Some of the current lease terms were renegotiated once to address financial challenges facing the applicant at that time. The proposed leases and agreements would replace all current leases.

The Town recently approved three associated planning items as follows:

- **Item A – P19-242 Gondola, Cougar Lift, and Lighting:** An Outdoor Recreation CUP to locate and operate a gondola facility at the base of Snow King Resort in Phil Baux Park at 100 E. Snow King Avenue in the general location of the existing Cougar lift with additional lighting for night skiing operations. The Cougar lift is proposed to be relocated approximately 250' uphill from its current location.
- **Item B – P20-128 Zip Line:** An Outdoor Recreation CUP to locate and operate a zip line facility on Snow King Resort property with a takeoff point located on Lot 59, Grand View Lodges, Third Addition, and a landing pedestal at 402 East Snow King Avenue adjacent to the Snow King Hotel and Rafferty Center.

- **Item C – P20-129 Pump House:** A Utility Facility CUP to locate snow making pump house and related infrastructure across the lot lines of 10 E Snow King Avenue and 90 E Snow King Avenue behind the Snow King Sports & Event Center.

The Gondola lease agreement has been discussed by Council at previous meetings while the Facility and Use Agreement for the tube park and the lease for a portion of the Snow King Event Center were discussed for the first time on September 8, 2020.

Analysis.

The proposed lease and facility use agreements are all for Town owned property or facilities as labelled on the map below:



GONDOLA AND COUGAR LEASE AGREEMENT

As previously discussed, this lease is to locate a proposed Snow King Mountain, privately owned and operated, gondola and other associated improvements on Town owned property best described as a portion of Phil Baux Park and the Town Mountain Tract.

Council discussion of this lease at the last meeting identified the following areas to be further negotiated between Snow and Staff:

- The term of the lease as proposed was too long (19 and 49 years based upon the USFS permit) and did not allow for additional check-ins on the rent amount in addition to CPI adjustments;
- CPI may not be the best gauge for adjusting rent due to inflation and real estate escalation in a resort community; and
- The details of Phil Baux Park Phase 1 needed to be better defined on a site plan, and the lease needs to be revised to state who is responsible for completing said improvements by when.

Staff and Snow King have amended the lease agreement as follows to address these items:

- A monthly Base Rent (\$3,000.00) that will be adjusted annually based upon the greater of 2.5% or Denver CPI. In addition, the lease shall allow for “check-in” periods on the lease with the Town at 4 years, 9 years, and then every 10 years thereafter. At these “check-in” periods rent could be adjusted an additional 5% up or down to make sure that the rates remain at appropriate levels.
- A requirement that the applicant complete Phil Baux Park, Phase 1 improvements as indicated on the attached preliminary site plan prior to the opening of the gondola. In exchange there would be no increase in the current rent amount until two years after the gondola opens. The Phase 1 improvements that would be completed by the applicant would generally include re-grading, removal of ballfield and associated improvements, sodding, irrigation, curb and gutter, and sidewalks.

Staff finds that the proposed lease amendments are a fair balance giving the Town the opportunity to review and adjust base rent during defined lease periods using metrics other than CPI while giving Snow King predictability on the amount of rent owed over the term of the lease. Staff finds that the proposed cap on the amount of increase or decrease of base rent is fair to both parties to provide some predictability while allowing for adjustments related to the real estate market. Staff is also supportive of the proposal to require Snow King to complete all Phil Baux Park Phase 1 improvements at its expense prior to the gondola opening in exchange for not requiring any lease payments for 2 years from the date of opening. Staff finds this a fair tradeoff providing Snow King time to complete these significant improvements to public property, which will benefit the public. In turn, Snow King can begin to operate before rent would be received by the Town. The estimated cost to complete Phase 1 improvements is \$450,000.00.

Staff and the applicant have worked extensively on this lease agreement and have attached a final lease agreement for consideration at this meeting subject to final legal review and edits. Snow King finds this lease to be very time sensitive for it to place the order for the gondola, which requires significant lead time, and to begin construction plans for next spring.

FACILITY USE AGREEMENT

This agreement would be to operate the Snow King Tube Hill on Town owned property best described as a portion of Phil Baux Park and the Town Mountain Tract where currently there is no agreement in place.

Council discussion of this lease at the last meeting identified the following areas to be amended and further negotiated between Snow King and Staff:

- Council gave general direction that utilizing a base rent instead of a percentage of gross revenue was preferred;
- CPI may not be the best gauge for adjusting rent due to the inflation and real estate escalation in a resort community; and
- Reduced rates for the Doug Combs Foundation or other local groups would be beneficial to allow affordable access to this low investment activity.

Staff and Snow King have amended the lease agreement as follows to address these items:

- Monthly Base Rent of \$1,000 for 6 months that will be adjusted annually based upon the greater of 2.5% or Denver CPI.
- Modified the lease term from 3 years with 3-year renewals to 3 years with two 5-year renewals thereafter.

- Require in the agreement that the Doug Combs Foundation receive half price rates for the tube park for the length of the lease agreement.

Staff finds that the proposed amendments are a fair balance giving the Town the opportunity to review and adjust base rent annually using metrics other than CPI. In addition, staff finds that a cap on the amount of the increase or decrease of the rent adjustment is fair to both parties to provide some predictability while allowing for adjustments. Staff is also supportive of the proposal to provide reduced rates to the Doug Combs Foundation.

COMMERCIAL LEASE AGREEMENT BETWEEN THE TOWN OF JACKSON AND SNOW KING MOUNTAIN RECREATION

This lease as previously presented would be for approximately 3,945 square feet of the Snow King Event Center, better known as the ski lodge. The total square footage of the Snow King Event Center is approximately 38,000 square feet. Staff has drafted this lease to only cover the portion of the Snow King Event Center utilized primarily by Snow King Mountain. Separate leases would also be provided to CMI, Jackson Hole Ski and Snow Board Club and other users to lease their specific square footage directly from the Town. There would be no sub-leasing allowed without prior approval by the Town for all tenants. Utilities and Operation and Maintenance costs would be split between all tenants based upon their percentage of gross square footage or based upon typical usage previously established (i.e. electrical).

Staff has proposed a base rent in the amount of \$986.25 monthly for 12 months. This number is based on looking at commercial/industrial rent per square footage throughout the Town, averaging it, and reducing it to the Town charging 15% of that. Included in this amount would be Town costs associated with a) ongoing, average yearly maintenance, b) administrative costs, c) collecting for long-term capital costs, and d) a small use fee. Staff considered but has not proposed supplemental rent for this lease agreement as there does not appear to be a direct revenue source associated with the leasing of the space.

Council discussion of this lease at the last meeting identified the following areas to be amended and further negotiated between Snow King and Staff:

- Should the lease term be reduced from 12 months to 6 months to allow the public better access to the lodge room when not being utilized as a winter ski lodge;
- Should the kitchen area be removed from the lease; should there be requirements that the kitchen area be available to all users of the entire facility year around
- Etc.

Staff and Snow King are proposing to not enter into a new lease agreement at this time as previously discussed but to instead amend the current lease agreement that runs until 2022 to include an increased base rent of \$1000 a month with no other changes at this time. This approach would allow time for the Town, Snow King, CMI and JH Ski and Snow Board Club to continue to work on new leases addressing the items raised by Council and the specific needs of each tenant.

In addition, Council discussed at the last meeting some items that have been previously addressed in the Town approval of the Snow King Resort District Master Plan amendment. For review of the already agreed to commitments staff has attached Chapters XI. Phasing and The Snow King Resort Master Association and Chapter XII. Community Services Element.

Comprehensive Plan & Priority Alignment.

Complies.

Fiscal Impact.

See Above

Staff Impact.

Staff time by the Town Manager, Community Development Director and Town Attorney has been significant on these items.

Attachments or Links.

- Snow King Letter, dated September 15, 2020
- Gondola and Cougar Lease Agreement
- Phil Baux Park, Phase 1 Site Plan
- Facility Use Agreement
- Snow King Master Plan: Chapter XI. Phasing and The Snow King Resort Master Association
- Snow King Master Plan: Chapter XII. Community Services Element

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

Item A

I move to approve a Gondola and Cougar Lease Agreement between the Town of Jackson and Snow King Mountain as presented and authorize the Mayor to execute the lease agreement upon final review and approval by the Town Attorney.

Item B

I move to approve a Facility Use Agreement between the Town of Jackson and Snow King Mountain as presented and authorize the Mayor to execute the lease agreement upon final review and approval by the Town Attorney.

Item C

I move to approve an amendment to the current lease agreement between the Town of Jackson and Snow King Mountain to amend the monthly base rent to \$986.25 for 12 months for the remainder of the lease term and authorize the Mayor to execute the lease amendment upon final review and approval by the Town Attorney.



September 15, 2020

Ryan Stanley
Snow King Mountain Resort
Jackson, WY 83001

Tyler Sinclair
Town of Jackson Community Development Director
PO Box 1687
Jackson, WY 83001

RE: Snow King Leases

Dear Tyler,

I am writing in response to our recent Town Council meeting regarding the gondola, tube park, and ski shelter lease agreements. In response to comments received at the meeting we have provided additional detailed maps for the Council to review and updated the lease agreements to reflect comments received at the meeting.

Two of the largest concerns we heard from Council regarding the gondola lease centered around what is the proper method to increase rent annually, and how can the Town ensure rent remains equitable given the long term of the lease. As such, with respect to the gondola lease agreement, a clause has been added to section 3.4C of the lease for annual rent escalation which represents the **greater** of 2.5% or Denver CPI as well as adding a clause for “check-in” periods on the lease with the Town at 4 years, 9 years, and then every 10 years thereafter. At these “check-in” periods rent could be adjusted an additional 5% up or down to make sure that the rates remain at appropriate levels. In response to comments regarding “Phase 1” park improvements, we would like to make it clear to the Council and general public that Snow King is in no way requesting or advocating for any changes to the parking lot or the area generally known as Phil Baux park as it exists today. However, at the request of Town staff, to facilitate the advancement of the Parks and Recreation master plan for Phil Baux park, we are willing to undertake the requested “Phase 1” park improvements as part of the gondola construction project. In exchange for undertaking these improvements, we are requesting that rent not increase for the gondola until two years after construction is complete in order to assist the business in managing the new expenses associated with the gondola and other improvements on the mountain. This rent abatement request is referenced in section 3.4E of the lease. A revised map of the gondola improvement area is attached to this letter indicating the area of the parking lot to be reclaimed as part of the “Phase 1” park improvements, additionally you will note an access route/pathway for vehicles to reach the relocated Cougar and snowmaking building. This route will allow for better maintenance of new sod and landscaping in the area recognizing the essential need for vehicles to reach these facilities from time to time for maintenance operations.



With respect to the tube park use agreement, we have modified the lease term from 3 years with 3-year renewals to 3 years with two 5-year renewals thereafter. We have also added the same annual rent increase clause as the gondola lease agreement with the greater of 2.5% or Denver CPI annually. In addition, in response to comments from Council, we would like to offer and memorialize 50% off tubing for the duration of the lease agreement for all Doug Coombs Foundation program participants, and a lease rate of \$1000 per month.

Finally, with respect to the facilities use agreement for the ski shelter, we would like to offer to amend our current lease and increase rent to the proposed amount of \$1000 per month and continue to work with the Town over the coming years to renew this agreement prior to its expiration. Since there has been insufficient time for all parties associated with the building to review this lease, and it is anticipated that use patterns could change over the coming years once the gondola is constructed, we feel it is most appropriate to continue with the current lease until we have more clarity on uses, but are willing to increase the rent as proposed until the lease expires. If it would be helpful, we would also be happy to memorialize an agreement by which we allow the Town of Jackson to use the Lodge Room free of charge for events / meetings (guaranteed up to 10 per year) as we have in the past.

We greatly appreciate all the time you, Town Staff, and the Town Council have put into the review of Snow King over the past few years. We are now reaching a critical time for internal decisions on moving forward with the gondola project. As part of the master plan review, we had agreed to finalize these leases by August 1st in order to meet timelines associated with this project. While we have been working in good faith on this topic it is now important that we have an up or down decision on leases at the September 21st meeting. We are hopeful that we can have clarity at this meeting so that we are able to move forward with the projects we have together been working hard to bring to fruition.

Sincerely,

Ryan Stanley

GONDOLA AND COUGAR LEASE AGREEMENT

THIS GONDOLA AND COUGAR LEASE AGREEMENT ("Lease") is by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 East Pearl Street/P.O. Box 1687, Jackson, Wyoming 83001 ("Landlord") and Snow King Mountain Recreation, LLC, a Wyoming limited liability company and successor in interest to Snow King Resort, Inc., 400 East Snow King Avenue/P.O. Box SKI, Jackson, Wyoming 83001 ("Tenant").

RECITALS

WHEREAS, Landlord owns a parcel of land located along Snow King Avenue in Jackson Wyoming, a public park maintained and managed for the use and benefit of the general public of the Town of Jackson, Wyoming, all of which is more specifically described and shown on **Exhibit X**, attached hereto and made a part hereof by this reference ("**Phil Baux Park**"); and

WHEREAS, Landlord owns a parcel of land located on the north face of Snow King Mountain, a public/semi-public space maintained and managed for the use and benefit of the general public of the Town of Jackson, Wyoming, all of which is more specifically described and shown on **Exhibit X**, attached hereto and made a part hereof by this reference ("**Mountain Tract**"); and

WHEREAS, Landlord and Tenant entered into a Lease Agreement (Commercial) for the Ski Shelter, Ski Lift and Mountain Tract, dated April 22, 1994, for the purpose of providing a ski shelter and community facilities, which underwent an initial amendment on November 16, 1998 pursuant to an Addendum and Modification of Lease Agreement, a Second Addendum and Modification of Lease Agreement on March 31, 2011, and a Third Addendum and Modification of Commercial Lease Agreement on February 21, 2013; and

WHEREAS, Landlord and Tenant entered into a Commercial Lease Agreement for the Ski Shelter on April 1, 2012, under which the Parties "agree[d] that any other leases between the parties concerning the [Ski Shelter] property are revoked and are superseded" by their Commercial Lease Agreement; and

WHEREAS, any provisions of the said Lease Agreement (Commercial) for the Ski Shelter, Ski Lift and Mountain Tract dated April 22, 1994 are hereby vacated and said Lease Agreement (Commercial) is hereby terminated in its entirety; and

WHEREAS, as of Execution Date of this Gondola and Cougar Lease the Parties acknowledge that the Cougar Towers, the Cougar Base and the Summit Lift Towers are in existence and currently installed on Phil Baux Park and the Mountain Tract as shown in relevant exhibits, and that this Lease shall now govern their existence, maintenance, repair, removal and restoration; and

WHEREAS, Tenant desires to, and landlord agrees that Tenant will, a) completely remove the Cougar Base from Phil Baux Park and complete restoration of the site of the Cougar Base, b) completely remove the Summit Lift Towers from the Mountain Tract and complete restoration of the site of the Summit Lift Towers, and c) construct and operate portions of the Gondola, specifically the Gondola Base and Gondola Towers, on certain portions of Phil Baux Park and the Mountain Tract, all as more specifically set forth herein and in **Exhibits X, X, X, and X** (each a "**Project Component**" and collectively the "**Project**"); and

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises and

covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord hereby leases the Premises to the Tenant, and the Tenant hereby leases the Premises from Landlord subject to the terms and conditions set forth hereafter.

ARTICLE 1. DEFINITIONS

1.1 **Definitions.** The following terms shall have the following meanings in this Lease.

- (a) *Complete Construction or Completion of Construction* means the conclusion of all construction, installation and inspection of the Gondola Base, and the Gondola Towers such that the Ski Infrastructure has received final approval by all appropriate governmental entities, including the United States, the State of Wyoming, Teton County, Wyoming, the Town of Jackson, and any other agency or body with permitting or regulatory authority over the Ski Infrastructure, whether such regulatory authority is over the whole or only parts of the Ski Infrastructure, thus permitting the occupancy and use of the Ski Infrastructure.
- (b) *Complete Removal of Lifts or Completion of Removal of Lifts* means the dismantlement of the Cougar Base, the Summit Lift Towers, and/or the Cougar Towers, as the case may be; the elimination of all Tenant's associated machinery, buildings, structures, utilities, facilities, equipment and other property of every nature and description erected, placed or situated on the Premises; and the elimination of all components and materials thereof from the Premises, including any and all Hazardous Substance that may lie therein.
- (c) *Complete Removal or Completion of Removal of Gondola* means the dismantlement of the Gondola Base and Gondola Towers, as the case may be; the elimination of all Tenant's associated machinery, buildings, structures, utilities, facilities, equipment and other property of every nature and description erected, placed or situated on the Premises; and the elimination of all components and materials thereof from the Premises, including any and all Hazardous Substance that may lie therein.
- (d) *Cougar Base* is the lift terminal currently located in Phil Baux Park which houses the motor, gearbox, bullwheel, auxiliary engine and drive and safety circuitry of the Cougar Lift, together with all improvements appurtenant thereto, including the loading/unloading area and improvements, queuing space, lift operator's shelter, accessory buildings, all as specifically described and shown on **Exhibit X**, attached hereto and made a part hereof by this reference.
- (e) *Cougar Towers* are the In-Line Towers associated with the Cougar Lift located on the Mountain Tract, as specifically described and shown on **Exhibit X**, attached hereto and made a part hereof by this reference.
- (f) *Environmental Law* shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Lease.
- (g) *Preliminary Construction Plans* are attached as **Exhibit X** and made a part hereof by reference. It is understood and agreed to that these are preliminary construction plans. Should the footprint of these plans change or deviate from the preliminary plans, a Lease amendment shall be required.
- (h) *Gondola* means the gondola that will be constructed on Snow King Mountain pursuant to the Preliminary Construction Plans and all Project Permits, as that term is defined herein.
- (i) *Gondola Base* is the area in Phil Baux Park for embarking, disembarking, queuing and activities intrinsically associated therewith, for the Gondola, together with all improvements appurtenant thereto and in Phil Baux Park, including a ticket kiosk, queuing space, an operator's shelter and accessory buildings, all as specifically described and shown on the Preliminary Construction Plans. This definition specifically excludes any storage area, building or space for Gondola passenger cars and the motor, gearbox, auxiliary engine and drive of the Gondola.
- (j) *Gondola Towers* means the In-Line Towers associated with the Gondola located on the Mountain Tract,

as specifically described and shown on the Preliminary Construction Plans.

- (k) *Hazardous Substance* shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing materials, all hazardous substances identified in the Wyoming Health & Safety Code 25316 and 25281(d), all chemicals listed pursuant to the Wyoming Health & Safety Code 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law.
- (l) *In-Line Tower* is a lift tower which is not also a drive or return terminal.
- (m) *Project* means that certain project to be developed as generally described in the Recitals and as specifically set forth in the Preliminary Construction Plans and in accordance with Project Permits, as that term is defined herein.
- (n) *Project Permits* means any permit or document issued by a governmental agency having jurisdiction, now or acquired in the future, over the construction, occupancy or operation of the Project or any portion thereof.
- (o) *Release* shall mean any spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substances.
- (p) *Restoration or Restore* means the complete reestablishment and restoration, including visually, environmentally and physically, of an area disturbed by Tenant use, whether that disturbance is in existence now or becomes disturbed under the Terms of this Lease. The Parties hereby acknowledge that as of the Execution Date of this Lease the Cougar Towers, the Cougar Base and the Summit Lift Towers were preexisting and the parties intend and hereby agree that Restoration will be accomplished by restoring the impacted areas such that they are in the same condition as the immediately surrounding portions of the Mountain Tract or Phil Baux Park, as the case may be.
- (q) *Ski Infrastructure* means the portions of the Gondola and Cougar Lift that are located on the Premises and subject to this Lease, whether the latter is renamed after relocation or not, and whether said portions of the Gondola and Cougar Lift have reached Completion of Construction or not.
- (r) *Start Construction or Start of Construction* means excavation or deconstruction of existing improvements on the Premises directly connected to the Project or a Project Component.
- (s) *Summit Lift Towers* mean the In-Line Towers currently erected on the Mountain Tract that support the Summit Chair Lift.

ARTICLE 2. APPLICABILITY OF PROVISIONS

- 2.1 Applicability.** Unless stated otherwise, the provisions of this Lease apply as of the Execution Date and continue through Termination or Expiration.

ARTICLE 3. LEASE OF THE PREMISIS; EASEMENTS; TERM; RENT.

- 3.1 Lease of Premises.** In consideration of, and subject to, the terms, covenants, conditions and agreements set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, as more particularly described herein, the following (collectively the "**Premises**"):
- (a) Certain ground space within Phil Baux Park for the Gondola Base, as specifically set forth in **Exhibit X**, as that term is defined herein and as the use therefore is limited herein.
 - (b) Certain ground space within the Mountain Tract for Gondola Towers, as specifically set forth in **Exhibit X**, as that term is defined herein and as the use therefore is limited herein.
 - (c) Certain ground space within the Mountain Tract for Cougar Towers, as specifically set forth in **Exhibit X**,

as that term is defined herein and as the use therefore is limited herein.

- (d) The entirety of the Mountain Tract, as specifically set forth in **Exhibit X**, for those uses permitted pursuant to Section 5.3.

3.2 Access Easements and Utility Easement. Landlord agrees to grant Tenant non-exclusive easements for ingress, egress, and regress to and from the Premises (**Access Easements**) and a non-exclusive easement for telephone lines, power lines, cables, and sewer and water lines used in connection with the Project (**Utilities Easement**), all as more specifically set forth in this Lease and explicitly as set forth in **Exhibit X and Exhibit X**, respectively, both attached hereto and made a part hereof by this reference. Alternatively, Landlord can grant Tenant ingress, egress, and regress rights to and from the Premises (**Access Areas**) and grant Tenant use of the Premises for telephone lines, power lines, cables, and sewer and water lines used in connection with the Project (**Utilities Areas**) as part of this Lease by approving and attaching a "Master Lease Map" depicting the Access Areas and Utilities Areas to this Lease prior to recordation. Tenant may use the Access Areas and Utilities Areas for the purpose of constructing, installing, accessing, maintaining, inspecting replacing, using, repairing, operating and altering utilities used in connection with the Project. This grant shall also include the right of access to and from the utilities, and all appurtenances thereto, so that Tenant may exercise its rights granted under this Lease.

3.3 Term.

- (a) Primary Term: The Primary Term of this Lease shall be for 19 years, and shall commence on the Execution Date of this Lease, and shall terminate at 11:59 p.m. on the date succeeding the same 19 years later (**"Expiration"**), unless sooner terminated as provided herein.
- (b) Extended Terms: Tenant is granted the option to extend the Primary Term of this Lease for one (1) additional period of forty-nine (49) years (**"Extended Term"**). Tenant's option to extend may only be exercised by Tenant giving written notice thereof to Landlord within ninety (90) days of the Expiration of the Primary Term. Tenant's right to exercise this option is conditioned upon the following:
 - i. Tenant shall not be in default of any of its obligations under this Lease at the time the option is exercised; and
 - ii. Tenant shall be current in the payment of Rent at the time the option is exercised; and
 - iii. Tenant shall not be in default of any of its obligations under any Project Permit at the time the option is exercised.
- (c) When this Lease expires, whether after the Extended Term or not, Tenant's obligations and responsibilities for Removal of the Gondola and Lifts and Restoration, as set forth in Article 9 shall apply.

3.4 Rent.

- (a) Rent: From the effective date of this Lease until final completion of the Gondola, Tenant shall pay as rent for the Premises, the sum of \$200 per month, payable on or before the 1st day of each month. Upon final completion of the Gondola, all rent shall be abated for a period of 2 years. Thereafter, Tenant agrees to pay Landlord, as Rent for the Premises, the sum of \$3,000 per month payable on or before the 1st day of each month of each year during the Primary Term and each Extended Term hereof.
- (b) Late Fee: Should Tenant fail to pay Rent by the tenth (10th) day of the month, Tenant shall pay a late payment penalty equal to five percent (5%) of the amount overdue for each month outstanding until paid, beginning with the due date of the late payment.
- (c) Rent Adjustment: On each anniversary of the Execution Date for the Primary Term and any Extended Term hereof, the amount of Rent payable hereunder shall be increased by the greater of (i) the annual average of the Bureau of Labor Statistics Consumer Price Index for Denver-Boulder-Greeley, CO or (ii) 2.5%. So long as this Lease remains in effect, Tenant and Town of Jackson staff shall meet during years 4, 9, and 19 during the Primary Term, and every 10 years thereafter during the Extended Term, to evaluate whether the annual Rent adjustment is appropriate given then-current circumstances such as

long term commercial lease rates. If Tenant and Town staff agree that that the annual Rent adjustment should be re-adjusted in light of then-current circumstances, the parties, upon mutual agreement, may re-adjust the Rent up or down, but in no case may the Rent be increased by more than 5% annually.

- (d) Prorated Rent: Rent for any period during the term hereof which is less than one (1) year shall be prorated based on a 365-day year.
- (e) 2-Year Rent Abatement; Phase I Improvements. "Phase I Improvements" to Phil Baux Park are defined herein to include: (i) re-grading, (ii) removal of ballfield and associated improvements, (iii) sodding, (iv) irrigation, (v) curb and gutter. In consideration of Tenant completing the "Phase I Improvements" to Phil Baux Park, Tenant shall not be required to pay Rent to Landlord for 2 years from the date of Construction Completion of the Gondola. After 2 years of not paying Rent as permitted hereunder, Tenant shall resume paying Rent as provided in this Section.

ARTICLE 4. CONSTRUCTION.

4.1 Financial Assurance. Prior to the execution of this Lease, Tenant will provide to Landlord written verification from all lenders, if any, from whom it is borrowing to finance the Project, that Tenant holds sufficient private funding and has secured sufficient third-party financing funds to Complete Construction.

4.2 Commencement and Completion of Construction.

- (a) Start of Construction. Tenant is obligated to Start Construction of the Project on the Premises by April 1, 2021 absent a stay in the right to construct entered into by a court of competent jurisdiction or delays caused by regulatory circumstances, including without limitation delay of the Project or any portion thereof by the US Forest Service. If Tenant fails to Start Construction of the Project by said date, then this Lease, including all associated easements, shall automatically terminate with respect to all future rights and obligations of performance by the Parties (except for the rights and obligations herein and in said easements that expressly survive termination).
- (b) Completion of Construction. Tenant is obligated to Complete Construction of the Project within twenty-four months of issuance of the building permit to construct the Gondola. Within 2 months of Completion of Construction, Tenant shall provide to the Landlord "as built" plans for the entire Project which shall be supplements or revisions to the Preliminary Construction Plans showing what was actually constructed on Landlord property by Tenant. In the event the Preliminary Construction Plans show "as built" conditions, Tenant shall affirmatively state as much in writing.
- (c) Failure to Timely Complete Construction. Failure to Complete Construction of the Project within twenty-four months of issuance of the building permit will result in liquidated damages of \$500 per day, in addition to any other remedies Landlord may have under this Lease or any other applicable law, for each day after the deadline.

4.3 Project Components.

- (a) Summit Lift Towers Deconstruction.
- (b) Cougar Base Deconstruction.
- (c) Cougar Towers relocation.
- (d) Gondola Base Construction.
- (e) Gondola Towers Construction.
- (f) Remediation work from the above components.

4.4 Construction Pursuant to Final Construction Plans and Project Permits. Tenant shall construct the Project and each Project Component, or cause such to be constructed, in material compliance with the Final Construction Plans and the Project Permits.

4.5 Material Project Changes.

- (a) Any upgrade, modification or other alteration to the Project or a Project Component, that materially alters the size, volume or massing of the Project or a Project Component or increases the ground or air space occupied by Tenant, must be approved in writing by Landlord. Said approval is within Landlord's sole discretion. Any upgrade, modification or alteration that is approved by Landlord must include an equitable adjustment to the Rent payable by Tenant hereunder.
- (b) Tenant shall submit for Landlord approval any proposed change in the Final Construction Plans which materially changes any portion of the Project or a Project Component pursuant to paragraph (a) above or which would require an amendment to any Project Permits. Landlord shall approve or disapprove a proposed change within 15 days after receipt. Failure to approve or disapprove within 15 days shall be deemed to be approval of such change. If the Landlord rejects the proposed change, then the Landlord shall provide Tenant with the specific reasons therefor, in writing, and the approved Final Construction Plans shall continue to control.

4.6 Compliance with Applicable Law. Tenant shall cause all work performed in connection with the Premises to be performed in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, (b) all Project Permits, (c) this Lease, and (d) the Snow King Master Plan, and (e) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Tenant shall be responsible to the Landlord for the procurement and maintenance thereof, as may be required of Tenant and all entities engaged in work on the Premises.

4.7 Progress Reports. Until Completion of Construction, Tenant shall provide Landlord with progress reports regarding the status of the construction of the Project at the time of Rent payments each month.

4.8 Entry by the Landlord. Tenant shall permit Landlord, through its officers, agents, or employees, to enter the Premises at all reasonable times and in a safe, unobtrusive manner to review the work of construction to determine that such work is in conformity with the approved Final Construction Plans or to inspect the Premises for compliance with this Lease. Tenant and Landlord shall schedule regular inspections to the extent reasonable for Landlord to insure conformance with the approved Final Construction Plans. Landlord is under no obligation to supervise construction and Tenant shall not rely upon Landlord for any supervision.

4.9 Hazardous Materials. Tenant hereby covenants and agrees that:

- (a) It shall not knowingly permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Project; and
- (b) It shall keep and maintain the Project and each portion thereof in compliance with, and shall not cause or permit the Project or any portion thereof to be in violation of, any Hazardous Materials Laws.

4.10 Maintenance. Tenant hereby agrees that during construction the areas of the Premises undergoing or affected by construction shall be maintained in a neat and orderly condition to the extent practicable and in accordance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, (b) all Project Permits, (c) this Lease, and (d) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

In the event that there arises a condition in contravention of the above maintenance standard, then Landlord shall notify Tenant in accordance with Article (Notice) herein and Tenant shall have the opportunity cure, as set forth in Article (Event of Default).

4.11 Restoration of Cougar Life site. Tenant hereby agrees that to the degree the Gondola Base is not constructed wholly contiguously with preexisting Cougar Base site, it will Restore the Cougar Base site prior to the date for completion in Section 4.2 and do so in compliance with, the terms, covenants and conditions of any and all applicable Project Permits.

4.12 Restoration of Summit Lift Towers site. Tenant hereby agrees that it will Remove the Summit Lift Towers from the Mountain Tract prior to the date for completion in Section 4.2 and in compliance with, the terms, covenants, and conditions of all applicable Project Permits.

ARTICLE 5. OPERATION.

5.1 Use, Operation, Repair and Replacement. Tenant shall use, operate, repair and replace the Ski Infrastructure and Premises in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, (b) all Project Permits, (c) this Lease, (d) the Snow King Master Plan, and (e) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Such use, operation, repair and replacement shall proceed only after procurement of any permits, licenses, or other authorizations that may be required by any governmental agency having jurisdiction therefore, and Tenant shall be responsible to the Landlord for the procurement as may be required of Tenant and any entities engaged in such work on the Premises.

5.2 Maintenance Standards.

- (a) Ski Infrastructure. Tenant hereby agrees that during the Primary and any Extended Terms of this Lease, it shall maintain the Ski Infrastructure in a neat and orderly condition such that it is well maintained as to both external and internal appearance of the buildings, the public areas, and landscaping in accordance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, (b) all Project Permits, (c) this Lease, (d) the Snow King Master Plan, and (e) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. In the event that there arises at any time prior to the Expiration or Termination of the Lease a condition in contravention of the above maintenance standard, then Landlord shall notify Tenant in accordance with Article (Notice) herein and Tenant shall have the opportunity cure the same, as set forth in Article (Event of Default).
- (b) Premises. Tenant hereby agrees that during the Primary and any Extended Term of this Lease, at its sole cost and expense, it shall maintain the Premises in a neat and orderly condition such that it is well maintained as to both external and internal appearance of the buildings, the public areas, and landscaping in accordance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, (b) all Project Permits, (c) this Lease, and (d) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

5.3 Limits on Use of Leased Premises.

- (a) The use of the leased Premises shall be restricted to **the following**: Ski Infrastructure; snowmaking;

events; concerts; running races; biking races; obstacle races; ziplining; mountain biking; other racing events; hiking; paragliding landing; mowing and maintaining slopes; removal of hazard trees that may pose a safety risk; skiing (including night skiing); lighting; snowboarding; ski racing; tubing; photography; commercial filming; fireworks; holiday gatherings; emergency medical access; and similar recreational uses related to ski-areas so long as those recreational uses are approved by the relevant governmental authorities. Tenant shall also be permitted to perform forest management and mitigation work on the Mountain Tract so long as such work is (i) consistent with approved work on adjacent U.S. Forest Service land and (ii) has been approved in writing by the Community Development Director. Any additional use, including adding trail(s), altering the natural landscape, or adding uses requires an amendment to this Lease.

- (b) The Parties hereby acknowledge that Tenant intends to develop amenities at the top of Snow King Mountain, including but not limited to a restaurant, observatory, and event space, and may seek to use the Premises, Access Easements, Access Areas, and the Gondola to (1) support the physical development of said amenities, (2) provide deliveries and supplies to said amenities after their construction for their operation and (3) repair and maintain said amenities over their lifetime. Tenant hereby agrees to the following limits on use of the Premises, Access Easements and Access Areas:
- i. Construction of the Project: Tenant may not stage, store or locate construction materials, items or supplies of any sort for any time on the Premises or the Easements or Access Areas granted hereunder. Should Tenant seek to use any portion of the Premises, Easements or Access Areas granted hereunder for construction materials, items or supplies, a detailed construction staging plan must be established and agreed to by Landlord prior to any such use. Notwithstanding the foregoing, Tenant shall be specifically entitled to perform limited staging of construction materials for direct use in the area shaded as purple on the attached Construction Staging Map, attached hereto as Exhibit XX and made a part hereof, during the 24 months following issuance of the building permit for the Gondola.
 - ii. Use of Premises, Access Easements and Access Areas to support establishments, activities, amenities at the top of Snow King Mountain: Tenant may not stage, store or locate materials, items or supplies of any sort for any time on the Premises or the Access Easements or Access Areas granted hereunder unless explicitly provided in this section. Tenant may use the Premises, Access Easements or Access Areas granted hereunder to support the operations of establishments, activities, amenities at the top of Snow King Mountain and to temporarily stage and transport items and supplies to and from the top of Snow King Mountain so long as the staging of such items and supplies does not unreasonably interfere with other users of the Premises or Access Easements. For purposes of this Lease, "operations of establishments, activities, amenities at the top of Snow King Mountain" means the necessary day-to-day operating activities directly related to providing the goods and services of the establishments, activities, amenities and includes, for example, moving and removing staff, customers, guests, etc.; restaurant/establishment supplies, such as equipment, disposables, dinnerware, janitorial materials and the like; garbage, compost and waste, but excluding construction refuse.
 - iii. Use of Premises and Access Easements to support construction, repair and maintenance activities at the top of Snow King Mountain: Tenant may not stage, store or locate construction materials, items or supplies of any sort for any time on the Premises or the Easements granted hereunder. Notwithstanding the foregoing, Tenant may submit a construction management plan to Landlord in the future and request use of the Premises and Access Easements to support construction, repair and maintenance activities at the top of Snow King Mountain.

5.4 Continuous Ski Infrastructure Operation. Tenant is obligated to comply with the Snow King Master Plan, dated XXXX, as amended, to explicitly include operating the Ski Infrastructure an average of 49 hours per

week between December and March, barring unforeseen weather conditions; mechanical failures; acts of God; operational challenges outside the control of Snow King Resort Master Association (“SKRMA”) or the ski mountain operator that necessitate deviation. The hours of operation shall include accommodation of key user groups Coombs Foundation and the Jackson Hole Ski and Snow Board Club. Failure to comply with this obligation is an Event of Default hereunder.

- 5.5 Storage.** Tenant shall not engage in long term (more than 48 hours) staging, storing, stockpiling, accumulation or keeping any materials, supplies or items, whether said materials, supplies or items are for construction, recreational activities, use on or at the top of Snow King Mountain or otherwise, in or on the Premises or any easement.
- 5.6 Commercial Sales on Landlord Property.** Tenant must assess the SKRMA Fee, as that term is defined in the Snow King Master Plan, dated XXXX, as amended, on all Gross Revenue derived (i) from all Gondola ticket sales without limitation, no matter where those ticket sales physically occur; (ii) directly or indirectly from the Gondola or from the use or operation thereof; (iii) each and every commercial exchange that takes place on the Premises, including food and beverage sales, rentals, merchandise, concessionaires, and others occupying or using space or rendering services on the Premises; and (iv) allowing the deduction of sales or excise taxes imposed by any governmental entity and collected by Tenant.
- 5.7 Damages.** Tenant shall be responsible for any and all costs associated with repairing, restoring, and replacing improvements on the Premises, including but not limited to irrigation, turf, utilities, fencing, signage, poles, the electrical system, the lighting, and the driving and field surfaces within the Premises that are damaged by Tenant, whether due to the acts of its owners, directors, employees, agents or guests. Notwithstanding the foregoing, Tenant is not responsible for damage to improvements on the Premises caused solely by the acts or omissions of the Landlord, its agents or employees working within the scope of their duties.
- 5.8 On- and Off-Site Impacts From Use of Premises.** The Parties hereby acknowledge that the impacts caused by locating the Project in Phil Baux Park on the public park, the amenities and public assets associated therewith, and the surrounding neighborhood are unknown at this time. As such the Parties agree that for the duration of construction and the first 3 years of operation thereafter, they will meet annually between April 15th and May 15th to discuss the impacts of the Project on Phil Baux Park and the immediate surroundings, including but not limited to, neighborhood parking, noise and congestion issues; Phil Baux Park turf and/or surface issues; the redevelopment and/or master planning of Phil Baux Park; and the potential need to increase amenities serving Phil Baux Park and Project users, such as restrooms, and cost-sharing for increased amenities. Thereafter for the duration of the Lease the parties will meet once every 3 years to discuss the same, for which period either party has the right to request, and the other party must consent, to return to an annual meeting schedule.
- 5.9 Utilities at Tenant's Cost.** At all times during this Lease Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, water/sewer, waste removal, telecommunications, and any other utility used or consumed by Tenant on the Premises. Tenant shall have an electrical meter, gas meter and all other necessary meter(s) installed at the Premises for Tenant's utility usage and the cost of such meter(s) installation, maintenance, upgrade and repair shall be paid for by Tenant.

ARTICLE 6. Indemnity.

- 6.1. Damage to Persons or Property.** During the Lease Term Landlord, its elected officials, officers, agents, and

employees shall not in any event whatsoever be liable for any injury or death to any person or happening on or about the Premises; for any injury or damage to the Infrastructure; for any injury or damage to any property or utilities of Tenant; or for any injury or damage to property of any other person, third-party, entity or association on or about the Premises. Tenant shall defend, hold harmless and indemnify the Landlord, and its respective elected officials, officers, agents, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, injury, actions, causes of action and liability of every kind and nature whatsoever (including, without limitation, the fees and costs of counsel) incurred by or asserted against any Indemnified Party/ies in connection with, arising out of, in response to, whether directly or indirectly, arising from and during its tenancy, its use of the Premises and/or the Infrastructure, and of or from any of its operations and activities thereon or connected thereto. Notwithstanding the foregoing, this Section shall not be construed to and shall not impose an obligation to indemnify and save harmless the Landlord or any of its elected officials, officers, agents or employees from any claim, loss, damage, liability or expense arising from any willful misconduct or negligence by the same. This Section shall survive termination of this Lease.

- 6.2 Hazardous Materials.** Tenant shall defend, hold harmless and indemnify the Landlord, and its respective elected officials, officers, agents, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all claims, loss, damage, injury, actions, causes of action and liability of every kind and nature whatsoever (including, without limitation, the fees and costs of counsel and engineering consultants) (the "Liabilities") incurred by or asserted against any Indemnified Party/ies in connection with, arising out of, in response to, or in any manner relating to, whether directly or indirectly, violation of any Environmental Law, Hazardous Material law, or any Release, threatened Release and any existing or future condition of pollution, contamination or Hazardous Substance-related nuisance on, or under or from the Premises. This Section shall survive termination of this Lease.

ARTICLE 7. INSURANCE

- 7.1 Property Insurance.** During the Lease Term Tenant shall keep the Ski Infrastructure insured against loss or damage by a property insurance policy providing coverage of the perils of direct damage as insured under the Insurance Services Office (ISO) "Causes of Loss-Special Form" or equivalent with limits in sufficient amounts such that the proceeds of such insurance shall not be less than the replacement value of the Ski Infrastructure.
- 7.2 Builders' Risk Insurance.** During the course of any alteration, construction or reconstruction, the cost of which exceeds One Hundred Thousand Dollars (\$100,000), either Tenant or its contractor shall provide builders' risk insurance for not less than the amount of work to be performed, insuring against the perils of direct damage as insured under the Insurance Services Office ISO "Causes of Loss - Special Form" or equivalent.
- 7.3 Commercial General Liability.** Tenant shall, at Tenant's expense, maintain a policy or policies of Commercial General Liability insurance with the premiums thereof fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A Class 15 Rating, such insurance to afford minimum portion of not less than a single limit for bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00). The insurance policy shall cover all risks incident to Tenant's use of the Premises and business in connection therewith. Tenant shall maintain, at its expense, fire and extended coverage insurance on all of its Infrastructure and personal property.
- 7.4 Worker's Compensation.** Tenant shall maintain Workers' Compensation Insurance for all of Tenant's employees who are in any way connected with the Premises. Such insurance shall comply with all

applicable state laws.

7.5 Certificates Insurance. Tenant shall furnish and deposit with Landlord certificates of all such insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon obtained prior to the Execution Date of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease.

7.6 Required Clauses.

- (a) All policies required by this Lease shall name the Landlord, as an additional insured.
- (b) Any policy of insurance shall provide that any change or cancellation of said policy shall be made in writing and sent to the Tenant and the Landlord at their respective principal offices at least thirty (30) days before the effective date of change or cancellation.

ARTICLE 8. DEBT SECURITY; TRANSFER; ASSIGNMENT.

8.1 Purpose of Restrictions. Tenant recognizes:

- (a) The importance of the Project to the general welfare of the community; and
- (b) The importance to Landlord and the community of the standards of use, operation and maintenance of the Project and Premises; and
- (c) The fact that the Premises being leased are a public park centrally located in the Town of Jackson and a coveted community asset; and
- (d) Reliance by Landlord upon the unique qualifications and community character of Tenant to serve as the catalyst for activity at the Premises and upon the continuing interest which Tenant will have in the Premises to assure the quality and character of the use, operation and maintenance deemed critical by Landlord in the development of the Project; and
- (e) The fact that a change in ownership or control of the owner of the Premises and Project, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the party in control of Premises or the degree thereof is for practical purposes a transfer or disposition of the Project.

It is because of these qualification and characteristics that Landlord is entering into this Lease with Tenant and that Debt Security, Transfers and Assignment are permitted only as provided.

8.2 Transfer and Debt Security Prohibited. Tenant may not, whether voluntarily or by operation of law nor whether in whole or in part, mortgage, pledge, hypothecate, deed in trust, collaterally or absolutely assign its interest in this Lease, the Premises, or any interests or rights appurtenant to this Lease, otherwise encumber the leasehold estate or the Premises, or assign or pledge the same as security for any debt ("**Transfer**"). A Transfer shall be deemed to include any attempt by Tenant to make or permit any voluntary or involuntary, total or partial, sale, assignment, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the leasehold estate or Ski Infrastructure. Any Transfer or attempt to do so shall constitute an Event of Default under this Lease.

8.3 Consent for Transfer Required. Any attempt to Transfer Tenant's interest in this Lease without Landlord's prior written consent shall be null and void, and any assignee, sublessee, secured party or transferee shall acquire no right or interest by reason of such attempted Transfer.

8.4 Permitted Transfer. Notwithstanding the foregoing, Landlord's prior written consent of Transfer of this Lease or conveyance of Tenant's leasehold interest in the Premises, or any part thereof, shall not be required to effectuate the following ("**Permitted Transfers**"):

- (a) A Transfer to a Wyoming entity owned entirely by Tenant.

In the event of a Permitted Transfer by Tenant pursuant to this Section, Tenant nevertheless agrees that within thirty (30) days following such Permitted Transfer it shall give written notice to Landlord of such assignment or transfer along with a true and complete copy of the executed assignment or transfer document.

8.5 Permitted Sale. Notwithstanding the foregoing, Landlord's prior written consent of Transfer of the Ski Infrastructure shall not be required to effectuate the following ("**Permitted Sale**"):

- (a) A sale of the Ski Infrastructure from Snow King Mountain Resort, LLC to another owner as part of a sale of all of Snow King Mountain LLC's recreational improvements to said new owner.

ARTICLE 9. BOND; REMOVAL; RESTORATION.

9.1 Performance Bond. Tenant shall, as a material condition of this Lease, and prior to the Execution Date, deliver to the Landlord a Performance Bond in the amount of \$150,000.00, payable to the Landlord to ensure compliance with the following obligations of this Lease: i) removal of the Summit Lift and its related infrastructure; ii) relocation of the Cougar Lift and its related infrastructure; iii) restoration of those areas previously occupied by the Summit and Cougar Lifts and any of their associated infrastructure; iv) construction of the Gondola. Upon completion of each items i-iv, the corresponding percentage of the Performance Bond will be released to Tenant such that at the completion of all items i-iv, the entirety of the Performance Bond shall be released by Landlord to Tenant. Item (i) 10%, item (ii) 20%, item (iii) 5%, item (iv) 75% The required Performance Bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Landlord in form and substance, and must be maintained until all obligations in items i-iv above are satisfied. The Performance Bond must provide:

- (a) That the Landlord may recover on the Performance Bond upon the Landlord's certification that the Tenant is in Default of the Lease after all applicable cure periods have run; and
- (b) That the amounts recoverable under the Performance Bond shall be recoverable jointly and severally from the Tenant and the surety; and
- (c) That the total amount of the Performance Bond remaining upon any Default shall be forfeited in favor of the Landlord in the event Tenant fails to Complete Construction specifically of items i-iv above; and
- (d) The following endorsement:

"This Performance Bond may not be cancelled, allowed to lapse or the amount thereof reduced until at least thirty (30) days after receipt by the Town of Jackson, Wyoming, by certified mail, of a written notice from the issuer of the Performance and Restoration Bond of its intent to cancel the Performance and Restoration Bond, to allow it to lapse or to reduce the amount of the Performance and Restoration Bond."

9.2 Restoration Bond. Tenant shall, as a material condition of this Lease, and prior to the Execution Date, deliver to Landlord a Restoration Bond in the amount of \$50,000 payable to Landlord to ensure compliance with the provisions of this Lease governing Removal of the Ski Infrastructure.

- (a) The Restoration Bond shall be payable as follows: year ten, \$16,000, year twenty \$16,000, year thirty-\$18,000. In the event Tenant installs a new Gondola after year thirty of the lease, the Restoration Bond shall be released to Tenant. Thereafter, the Restoration Bond payment obligations shall repeat in successive 10-year periods as set forth in this section with the dollar amounts modified by the adjustment set forth in the following section.

- (b) In the event a new Gondola is installed by Tenant during the Term of this Lease as it may be extended, Tenant shall increase the Restoration Bond by the change in the Wyoming Cost of Living Index published by the State of Wyoming Economic Analysis Division from the effective date of this Lease to the date 6 months before the installation of a new Gondola. The required Restoration Bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Landlord in form and substance, and must be maintained until all obligations to Landlord under this Lease, specifically including obligations to Restore all disturbed areas, are satisfied. The Restoration Bond must provide:
- (i) That the Landlord may recover on the Restoration Bond upon the Landlord's certification that the Tenant is in Default of the Lease after all applicable cure periods have run; and
 - (ii) That the amounts recoverable under the Restoration Bond shall be recoverable jointly and severally from the Tenant and the surety; and
 - (iii) That the total amount of the Restoration Bond shall be forfeited in favor of the Landlord in the event the Tenant fails to continue to operate the Gondola and Cougar Lifts for at least one entire winter or summer season per 12-month period during the Term or Extended Term of this Lease or if Tenant transfers, assigns, mortgages, pledges, or hypothecates in any way Tenant's interest in this Lease, or the Lease Terminates and the Removal obligations are not fulfilled – absent the Parties agreeing to alternate conveyance of the Ski Infrastructure to the Landlord; and
 - (iv) The following endorsement:

"This Restoration Bond may not be cancelled, allowed to lapse or the amount thereof reduced until at least thirty (30) days after receipt by the Town of Jackson, Wyoming, by certified mail, of a written notice from the issuer of the Performance and Restoration Bond of its intent to cancel the Performance and Restoration Bond, to allow it to lapse or to reduce the amount of the Performance and Restoration Bond."

9.3 Removal. Unless otherwise agreed to within one (1) year of the Expiration of this Lease, Tenant shall, at Tenant's sole expense accomplish complete Removal of all Ski Infrastructure from the Premises. The obligations of this provision shall survive Termination of this Lease and be an obligation owed by Tenant to Landlord.

9.4 Restoration. Unless otherwise agreed to, within one (1) year of the Expiration of this Lease, Tenant shall, at Tenant's sole expense, Restore all affected areas and sites within the Premises. The obligations of this provision shall survive Termination of this Lease and be an obligation owed by Tenant to Landlord.

9.5 Tenant's Failure to Completely Remove and Restore.

- (a) Tenant's failure to timely, completely Remove and Restore pursuant to this Article shall constitute an abandonment by Tenant and results in the Ski Infrastructure becoming the property of the Landlord without compensation to the Tenant, but such shall not and does relieve the Tenant's liability for the complete Removal of all Ski Infrastructure and Restoration of the same, and specifically costs of said Removal of all Ski Infrastructure and/or Restoration imposed on Landlord by Tenant's failure.
- (b) This Article and the obligations herein shall survive Termination of this Lease and be an obligation owed by Tenant to Landlord.

ARTICLE 10. ASSURANCES OF LANDLORD

10.1 Landlord to Give Peaceful Possession. Landlord covenants that it owns Premises in fee simple and has

the full right and authority to make this Lease. Landlord covenants and warrants that Tenant shall have, hold and enjoy, during the Lease Term, peaceful, quiet and undisputed possession of the Premises without hindrance or molestation by or from Landlord so long as no Event of Default exists and is continuing under this Lease.

- 10.2 Release of Landlord.** Landlord may sell, assign, transfer, convey or encumber all or any part of Landlord's interest in the Premises or this Lease without obtaining Tenant's consent, provided that the purchaser, assignee, or transferee expressly assumes all of the obligations of the Landlord under this Lease by a written instrument in a form reasonably satisfactory to the Tenant and recordable in the Office of the Teton County Clerk ("**Assumption Agreement**"). In the event of a sale, assignment, transfer or conveyance by Landlord of the Property or its rights under this Lease, provided an Assumption Agreement is executed as required above, the same shall operate to release the Landlord from any future liability upon any of the covenants or conditions of this Lease, expressed or implied, in favor of Tenant, and in such event the Tenant shall look solely to the successor in interest of Landlord in and to the Premises or this Lease. This Lease shall not be affected by any such sale, and the Tenant agrees to attorn to any such purchaser or assignee provided Tenant has received an Assumption Agreement.
- 10.3 Title to Infrastructure.** Landlord covenants and agrees that no part of the Ski Infrastructure constructed, erected, or placed by Tenant on the Premises shall be or become, or be considered as being, affixed to or a part of Landlord's real property and Landlord specifically covenants and agrees that all personal property and Ski Infrastructure of every kind and nature constructed, erected, or placed by Tenant on the Premises shall be and remain the property of Tenant and may be removed by Tenant anytime in Tenant's discretion. Notwithstanding the foregoing, if Tenant Defaults or if Tenant fails Remove and/or Restore the Premises in accordance with this Lease, the Ski Infrastructure shall become the property of the Landlord without compensation to the Tenant.

ARTICLE 11. TERMINATION; EVENT OF DEFAULTS; REMEDIES

11.1 Termination.

- (a) Termination of Agreement for Breach. Either party may terminate this Lease prior to the expiration of the Term if there is an Event of Default of this Lease, as defined in this Article, and the defaulting Party fails to cure such Default within the time frames set forth in this Article.
- (b) Effect of Termination. Upon Termination of this Lease (i) Tenant's access and use of the Premises shall automatically and immediately cease and (ii) Tenant's outstanding Rent and any other amounts become due and owing immediately.

11.2 Events of Default.

Any one or more of the following events shall constitute an "Event of Default":

- (a) Tenant's failure to make Rent payments, as required pursuant to this Lease, or any other payment required under this Lease, and continuance of such failure for more than 60 days after Rent is due; or
- (b) Failure of Tenant to Start Construction of the Gondola within twenty-four (24) months of issuance of the Gondola building permit; or
- (c) Failure of Tenant to Complete Construction prior to the date for completion in Section 4.2 ; or
- (d) Failure of Tenant to Complete Removal of Ski Infrastructure and/or Restoration in accordance with Article 9; or
- (e) Failure of Tenant to continuously operate the Ski Infrastructure in accordance with the Snow King Master Plan, dated XXXXXX, as amended; or
- (f) Failure of the Tenant to observe and perform any material covenant, condition or agreement hereunder on its part to be performed, and (A) continuance of such failure for a period of thirty (30) days after receipt by Tenant of written notice specifying the nature of such default, or (B) if by reason of the nature

of such default the same cannot be remedied within said thirty (30) days, the Tenant's failure to commence to cure such default within said thirty (30) days or the failure, after commencing, to diligently pursue such cure to completion; or

- (g) Any mortgage, pledge, hypothecation, or encumbrance of the leasehold interest or Ski Infrastructure or unpermitted Transfer or unpermitted Sale of any kind by Tenant; or
- (h) Failure of Tenant to comply with (a) any applicable law, ordinance, rule or regulation of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter or (b) any Project Permits, or (c) other officer of every governmental agency now having or hereafter acquiring with permitting or regulatory authority over the Project, the Premises or the Ski Infrastructure after cure periods of 90 days from Tenant's receipt of notice of such violation; or
- (i) A general assignment by the Tenant for the benefit of creditors; or
- (j) The filing of a voluntary petition by the Tenant, or the filing of an involuntary petition by any of the Tenant's creditors seeking the rehabilitation, liquidation or reorganization of the Tenant under any law relating to bankruptcy, insolvency or other relief of debtors, provided that in the case of an involuntary petition Tenant shall have ninety (90) days to cause such petition to be withdrawn or dismissed; or
- (k) The appointment of a receiver or other custodian to take possession of substantially all of Tenant's assets or of this leasehold which appointment is not withdrawn or dismissed within ninety (90) days; or
- (l) The Tenant becomes insolvent or declares it is unwilling to pay its debts as they become due; or any court enters a decree or order directing the winding up or liquidation of Tenant or of substantially all of its assets; or the Tenant takes any action toward the dissolution or winding up of its affairs or the cessation or suspension of its use of the Infrastructure; or
- (m) Attachment, execution or other judicial seizure of all or substantially all of the Tenant's assets.

11.3 Remedy of Material Breach by Tenant. At any time after the occurrence of an Event of Default hereunder, Landlord may terminate this Lease by giving Tenant written notice thereof, setting forth in such notice an effective date for termination which is not less than ninety (90) days after the date of such notice, in which event this Lease and Tenant's estate created hereby and all interest of Tenant and all parties claiming by, through or under Tenant shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally fixed in Article 3 hereof for the expiration of the Lease. In such event:

- (a) Landlord, its agents or representatives, shall have the right, without further demand or notice, to reenter and take possession of the Premises at any time from and after the effective termination date without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or existing breaches of covenants. In the event of Default by Tenant, Tenant shall have until the expiration of the period of time to remove the Ski Infrastructure and improvements as provided in the Forest Service Special Use Permit to remove the Ski Infrastructure and related improvements erected on the Premises by Tenant, unless such Ski Infrastructure and related improvements are ordered to remain until a specified time by a court of competent jurisdiction. If not removed within such time-period, the Ski Infrastructure and related improvements shall immediately become the property of the Landlord without compensation to the Tenant. In such event, Tenant shall nonetheless remain responsible for the costs of removing such infrastructure if Landlord elects, in writing, to have it removed within 90 days of receipt of such notice. This obligation shall survive termination of the Lease.

Upon the exercise of Landlord's remedies pursuant to this Article, Tenant shall execute such releases, deeds and other instruments in recordable form as Landlord shall reasonably request in order to accurately set forth of record the then current status of Tenant's estate, Tenant's rights hereunder, and the ownership of the Ski Infrastructure.

11.4 Past Due Rent and Damages. Landlord's election to Terminate this Lease does not affect Landlord's right

to sue for all past due Rent and any other damages to which the Landlord may be entitled.

11.5 Remedy Not Exclusive. The rights and remedies stated in this Lease are not exclusive and, in the event of a breach hereof or a dispute, the Parties are entitled to pursue any of the remedies provided herein by law or by equity.

11.5 Delay. No course of dealing between the parties or any delay on the part of a Party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver and that one only for the time and manner specifically stated.

ARTICLE 12. MISCELLANEOUS

10.1 Integration and Binding Effect. This Lease, all attached Exhibits and all Recitals herein, constitute the entire agreement between Landlord and Tenant; no prior written promises, or prior contemporaneous, or subsequent oral promises or representations, shall be binding. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

10.2 Notices: All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested or by Federal Express, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any Party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other Party any notices, requests, demands or other communications required or permitted to be given hereunder by such Party.

Landlord:

Town of Jackson:
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

Tenant:

Snow King Mountain Resort LLC
P.O. Box 1846SKI
Jackson, Wyoming 83001

10.3 Non-Waiver of Breach. Neither the failure of the Landlord nor the Tenant to insist upon strict performance of any of the covenants and agreements of this Lease nor the failure by the Landlord or the Tenant to exercise any rights or remedies granted to such Party under the terms of this Lease shall be deemed a waiver or relinquishment (i) of any covenant contained in this Lease or of any of the rights or remedies of the Landlord or the Tenant under this Lease, or (ii) or the right in the future of the Landlord or the Tenant to insist upon and to enforce by any appropriate legal remedy a strict

compliance with all of the covenants and conditions of this Lease.

- 10.4 Counterparts. This Lease may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 10.5 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal or agent or of partnership, joint venture or association or of buyer and seller between the Landlord or the Tenant, it being expressly understood and agreed that neither the computation of any payments and other charges under the terms of this Lease nor any other provisions contained in this Lease, nor any act or acts of the Parties, shall be deemed to create any relationship between the Landlord or the Tenant other than the relationship of landlord and tenant.
- 10.6 No Merger. There shall be no merger of this Lease or any interest in this Lease nor of the leasehold estate created by this Lease, with the fee estate in the Property, by reason of the fact that this Lease or such interest in the Lease, or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Property, or any interest in such fee estate.
- 10.7 Gender and Number. Words of any gender used in this Lease shall be held to include any other gender, and any words in the singular number shall be held to include the plural (and vice versa), when the sense requires.
- 10.8 Titles. The titles and article or paragraph headings are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular provisions to which they refer.
- 10.9 Severability. If any provision of this Lease or the application of any provision to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 10.10 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.
- 10.11 Amendments. This Lease shall not be amended or changed except by written instrument signed by the parties hereto.
- 10.12 Governmental Immunity. Landlord does not waive its governmental immunity by entering into this Ground Lease and specifically retains immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq.*, and all other state law.
- 10.13 Recording. Concurrently with the execution of this Lease, Landlord and Tenant shall record this Lease in the Office of the Teton County Clerk.

ARTICLE 11. FORCE MAJEURE

- 11.1 Force Majeure Event. If Tenant is delayed or hindered in or prevented from the performance of any act required under this Lease by reason of labor troubles, inability to procure material or labor, failure of power, restrictive governmental laws or regulations, riots, war, epidemics, pandemics, fires, natural

disasters, or other reason of a like nature not the fault of the Parties, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. There must be a correlation between the event or circumstance and the obligation sought to be delayed. Where the force majeure event or circumstance substantially frustrates the purpose of this Lease without fault by the parties, the Tenant's obligations may be fully discharged under the Lease.

- 11.2** Invocation. If a party seeks to invoke this provision, it shall provide written notice of its intent to do so to the other as soon as practically possible, which notice must include (i) the party's reason for invoking this force majeure provision, (ii) the correlation between the force majeure event and the obligation sought to be delayed or discharged, and (iii) an estimate as to the length of time the party anticipates being delayed, hindered or prevented from performing under this Lease
- 11.3** No prevention, delay, or stoppage of performance shall be excused unless Tenant notifies Landlord within ninety (90) days of such prevention, delay or stoppage that it is claiming excuse of its obligations under this Article.

Intentionally left blank; Signatures follow on next page

IN WITNESS WHEREOF, the Parties have executed this Lease as of the last date written below ("Execution Date").

TENANT:

SNOW KING MOUNTAIN RECREATION, LLC.

By: _____ Date: _____

Name, Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the
_____ of the Snow King Resort, Inc., who is personally known to me or
has established their identity and authority to me by reasonable proof, this _____ day
of _____, 2020.

WITNESS my hand and official seal.

Notary Public

My commission expires:

LANDLORD:

TOWN OF JACKSON

BY: _____ Date: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

State of Wyoming)
) ss.
County of Teton)

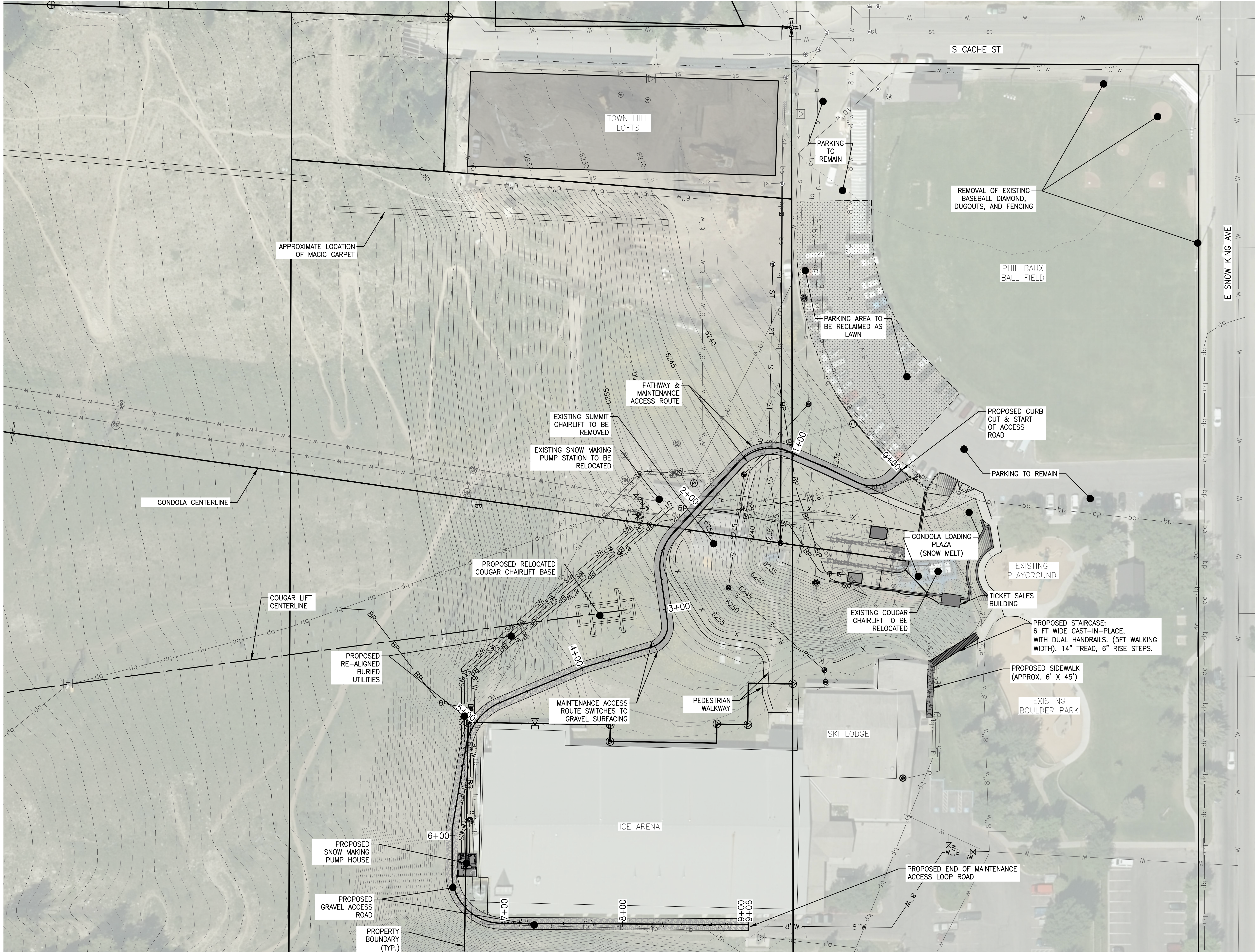
The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

S:\Proj\2019\262-01_Cougar Lift Gondola Improvements\N_Drawings\CON\BESD-GONDOLA-BASE.dwg COUGAR PLACEMENT LAYOUT 46.mxd - Sep 17 2020 02:45:49 pm PLOTTED BY: lates DWG: FIRMW1 230



COUGAR LIFT RELOCATION & BASE OVERVIEW

DRAWING NO		JOB TITLE	DRAWING TITLE	DATE					REV.
C6.0		SNOW KING MOUNTAIN RESORT 2020 IMPROVEMENTS JACKSON, WYOMING	COUGAR LIFT RELOCATION & BASE OVERVIEW	3/31/2020					
JOB NO		19-262-01		ENGINEERED					NE
				DRAWN					FPD
				CHECKED					RPD
				APPROVED					DD

**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

Facility Use Agreement

This Facility Use Agreement (“**Facility Use Agreement**” or “**Agreement**”) is effective as of the _____ day of _____, _____, (“**Effective Date**”) between the Town of Jackson, a municipal corporation with the address of _____, (“**Town**”), and Snow King Mountain Recreation, LLC., a _____ with the address of _____ (“**Snow King**”).

RECITALS:

WHEREAS, the Town is the owner of a parcel of land located along Snow King Avenue in Jackson Wyoming, a public park maintained and managed for the use and benefit of the general public of the Town of Jackson, Wyoming (“**Phil Baux Park**”), which is more specifically described and shown on **Exhibit A**, attached hereto and made a part hereof by this reference; and

WHEREAS, Snow King is a corporation that provides mountain recreation activities, including downhill skiing, uphill skier travel, and snow tubing, among others, that benefit the general public of the Town of Jackson, Wyoming and desires to continue doing so; and

WHEREAS, Snow King requests the exclusive use of portions of Phil Baux Park for the specified annual time period set forth herein, said portion being as specifically described and shown on **Exhibit A**, (“**Facility**”), for the purpose of a Snow Tube Park, as defined herein; and

WHEREAS, the parties acknowledge and recognize that the Facility, as part of a public park, has users with a variety of competing desires for use and occupation and rights of use and enjoyment that do not include partaking in Snow King’s offered activities, and therefore this Facility Use Agreement is intended and does set out Snow King’s use and occupation for the term set forth herein; and

WHEREAS, it is the purpose of this Agreement to replace all prior agreements, oral or otherwise, and to create one executed document which encompasses and sets forth in full the agreed upon rights, responsibilities and obligations of the parties in regard to the use, occupation and scheduling of such Facility and to include a termination date for this Agreement; and

WHEREAS, the parties wish to memorialize their understanding as to the use and occupation of the Facility and Snow King's obligations with respect thereto.

NOW THEREFORE, that, for and in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do mutually agree as follows:

1. **Ownership of Facility and Improvements:** The parties recognize and agree all improvements are attached to the real property owned by the Town and are improvements solely owned by the Town.
2. **Term:** This Agreement shall be effective as of the Effective Date, and shall continue through the 15th of April 2024, the "Initial Term," unless sooner terminated as provided for herein. Provided that Snow King is not in default in the performance of its obligations hereunder, Snow King shall have the option to renew this Agreement for two additional 5 year terms, each a "Renewal Term," unless otherwise terminated as provided for herein. In order to exercise a Renewal Term, Snow King shall give the town written notice of its intent to exercise a Renewal Term on or before ninety (90) days prior to the expiration of the current term. All the terms and conditions during the Renewal Term(s) shall be the same as during the Initial Term, unless modified by the parties in writing as provided herein.
3. **Facility Fees:** Snow King shall pay to the Town the sum of \$1,000 per month for each month of the Winter Season as defined below.
 - a. Payments shall be made to the Town on the fifteenth (15th) day of June each year throughout the term of this Agreement.
 - b. **Rent Adjustment:** On each anniversary of the Execution Date for the Initial Term and any Renewal Terms hereof, the amount of Rent payable hereunder shall be increased by the greater of (i) the annual average of the Bureau of Labor Statistics Consumer Price Index for Denver-Boulder-Greeley, CO or (ii) 2.5%.
 - c. Snow King Mountain will provide 50% off tube park tickets for the duration of this lease agreement to participants of Coombs Outdoors.
4. **Snow King Use and Occupation:**
 - a. **Grant of Use and Occupation:** Snow King shall have exclusive use of the Facility during the winter season, defined for purposes of this Agreement as November 1 through April 15 ("Winter Season") to:

- i. Install, maintain, and operate a Snow Tube Park. For purposes of this Agreement, a Snow Tube Park is a recreational facility where individuals ride on top of an inner tube on snow and the amenities associated therewith, including but limited to, the downhill course, the run out track, the slow-down mound, the mechanical lift(s) to get both persons and tubes up the hill, a operational structure for staff, all of which serve individuals participating in the activity and/or the staff running the activity; and
 - ii. Use a snow groomer, specifically, a tracked vehicle equipped in front with a shovel (or dozer blade) and behind with a cutter (or roller), to create, maintain and perfect the Snow Tube Park for the activity.
 - b. Limit on Use and Occupation: This Agreement is specifically limited to the installation, maintenance, and operation a Snow Tube Park. Snow King has no right to use the Facility for any other event or activity during the Winter Season and must obtain a special event permit(s) for any other and each other event or activity at the Facility.
 - c. Permits: Snow King must obtain, is responsible for obtaining and shall pay for all permits and licenses that may be required for its occupancy and use of the Facility. This Agreement is not in lieu of, does not replace and does not grant any municipal, state or county permits or licenses.
5. Town Use and Control: With the exception of the Winter Season, the Town has priority use and occupation of the Facility and controls all scheduling and events thereupon.
 6. Town Facility Maintenance Obligations: The Town shall have no operational and maintenance obligations during the Winter Season.
 7. Snow King Facility Use and Occupancy Obligations and Limitations: Snow King shall use and occupy the Facility in the following manner during the Winter Season and is solely responsible for the following and all associated costs:
 - a. Security, Cleaning and Damages Deposit: A Security, Cleaning and Damage deposit in the amount of Five Thousand Dollars (\$10,000.00) must been paid to the Town. This deposit will be held for the Initial Term of this Agreement and on the anniversary of each Renewal Term, Snow King shall increase the deposit by an amount equal to by the Bureau of Labor Statistics Denver-Boulder CPI from the date of the previous deposit to the date the new deposit is required. The Town shall conduct and complete an inspection of the Facility no later than May 15 annually and provide Snow King an accounting of the use of any part of

the deposit by June 1 annually. If the charges against the deposit exceed the deposit amount, Snow King will be billed for the overage and a replacement deposit must be furnished within five (5) business days.

- b. Electrical and Water Use: Snow King shall pay for all electrical and water usage charges at the Facility for the Winter Season.
- c. Damage: Snow King shall be responsible for any and all costs associated with repairing, restoring, and replacing improvements, including but not limited to irrigation, turf, utilities, fencing, signage, poles, the electrical system, the lighting in Phil Baux park, and the driving and field surfaces that are damaged i) during Snow King's Winter Season and/or ii) after the Winter Season, but which result from Snow King's Winter Season use, including but not limited to, flooding associated with the accumulation of snow on the Facility, whether due to the acts of its owners, directors, employees, agents or guests. Notwithstanding the foregoing, Snow King is not responsible for damage to improvements caused solely by the acts or omissions of the Town, its agents or employees working within the scope of their duties.
- d. Daily Cleanliness During Winter Season: Snow King shall at all times during the Winter Season be required to provide adequate quantities of recycling bins and/or containers on the Facility for cans, plastic and trash and to remove such accumulated recycling and trash products from the Facility on a daily basis.
- e. Annual Post-Winter Season Restoration and Facility Conditions: After each Winter Season, Snow King shall leave the Facility in the same or better condition it was prior to that Winter Season. This includes, but is not limited to, cleaning up all debris from the field and driving areas, performing maintenance, removing all temporary structures, decorations, equipment, and the like. If Snow King neglects or refuses to return the Facility to the same or better condition it was in prior to a Winter Season, the Town shall have the right to perform such clean-up and maintenance necessary, thereafter provide an accounting to Snow King of expenses incurred as a result of such neglect or refusal, and Snow King shall promptly reimburse the Town for the cost thereof. The parties hereto recognize that immediate clean-up and maintenance of the Facility is necessary for use and occupation by the public immediately following every Winter Season and that no cure period can be provided.
- f. Hours of Operation: The hours of operation of the Snow Tube Park are as follows:

November 1 – December 10: 9:00am – 6:30pm

December 11 – April 15: 9:00am – 9:00pm

- g. Signs: No signs will be placed at or upon the Facility, except upon the prior written approval under this Agreement and acquisition of all legally required permits from the Town of Jackson. All such temporary signs shall be removed before conclusion of each Winter Season. Notwithstanding the foregoing, Snow King shall be allowed to place signage directly associated with the operation of the Tube Park during the Winter Season within the direct vicinity of the tube park so long as such sign complies with the then applicable Town LDRs.
 - h. Temporary Structures: No temporary structures will be placed at or upon the Facility, except upon the prior written approval under this Agreement and acquisition of all legally required permits from the Town of Jackson. All such temporary structures shall be removed before conclusion of each Winter Season. Notwithstanding the foregoing, one temporary structure not to exceed 400 sf shall be permitted during the Winter Season for tube park operations so long as it complies with the then applicable Town LDRs.
 - i. Alcohol: No alcohol shall be sold or permitted on the Facility.
 - j. Smoke-Free Facility: Smoking is prohibited on all Town property, including the Facility.
 - k. Conduct and Safety Compliance: Snow King agrees to use and occupy the Facility as well as conduct its operations at the Facility in accordance with all municipal, state, and federal laws, including but not limited to fire, animal and criminal laws and codes. Snow King represents and warrants that its activities, including set up and tear down of any Snow Tube Park feature, equipment, amenity and the like pursuant to this Agreement, will be supervised by adequately trained and qualified personnel, and that Snow King will observe, and cause employees and agents in the activity to observe, all applicable safety rules. Snow King acknowledges that the Town has no duty to and will not provide supervision of its activities. The Facility may not be used or occupied by any person for purposes which are prohibited by the laws, regulations, covenants and ordinances of the United States, the State of Wyoming, Teton County or the Town.
8. Improvements and Alterations: No alterations or additions of any character shall be made on or to the Facility by Snow King without first obtaining the express written consent of the Town. If any alterations are allowed, they shall be made at the sole expense of Snow King, which shall agree to hold the Town harmless and such alterations shall be to the specifications of the Town.

Notwithstanding the foregoing, Snow King shall have the right to construct the Snow Tube Park features, runs, runout and to place an associated mechanical lift for participants and tubes in accordance with **Exhibit C**, attached hereto and made a part hereof by this reference.

9. **Right of Access:** Town personnel shall, at any and all times, have access to the Facility and each part thereof for the purpose of inspecting the same and making repairs to the Facility.

10. **Indemnification:**

- a. Snow King shall indemnify, release and defend the Town and hold it, its officers, agents, employees, successors and assigns harmless from and against any and all losses, damages, liabilities, costs, claims and reasonable expenses, including attorney's fees, expenses and costs, in connection with any and all liability, cause, claim, right-of-action, or damage directly arising out of, based upon or resulting from Snow King's use, operation, maintenance, repair or improvement of the Facility which is the subject of this Agreement, whether such losses, damages, liabilities, costs, claims and reasonable expenses, including attorney's fees, are occasioned wholly or in part by any act or omission of Snow King, its members, directors, officers, agents, employees, licensees, business invitees, clients, or by any contractor or subcontractor by hired by Snow King. This indemnification shall extend to and include the cost of any and all legal defense of any action that might arise from Snow King's use of the Facility, specifically including attorney's fees, costs and expenses.
- b. This indemnity shall include indemnification against damage to the Facility including, but not limited to, damage to fences, irrigation, electrical systems, and turf/sod and shall extend to removal, repair, rehabilitation and replacement of such. Furthermore, this indemnity shall include damage to the Town's property, utilities and infrastructure not located on, at, upon or under the Facility, but in the immediate vicinity of the Facility that is damaged as a result of Snow King's use, operation, maintenance, repair or improvement of the Facility.
- c. The Town shall indemnify, release and defend Snow King and hold it, its directors, officers, agents, employees, successors and assigns harmless from and against any and all losses, damages, liabilities, costs, claims and reasonable expenses, including attorney's fees, expenses and costs, in connection with any and all liability, cause, claim, right-of-action or damage directly arising out of, based upon or resulting Town's negligent acts or omissions in regard to the Facility which is the subject of this Agreement.

11. **Insurance.** Throughout the Term of this Facility Use Agreement and at Snow King's sole expense, Snow King shall maintain a policy or policies of comprehensive general liability insurance with the premiums thereof fully paid on or before the Effective Date of this Facility Use Agreement, issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, which insurance will afford not less than a single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) and Three Million Dollars (\$3,000,000) aggregate in coverage. All policies shall name the Town as an additional insured. The Town shall also be held harmless as part of the insurance coverage. Snow King shall provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment, prior to execution of this Facility Use Agreement. Snow King shall furnish and deposit with the Town certificates of all such insurance policies to be maintained by Snow King with evidence of payment of the premiums thereon obtained at or prior to the Effective Date of this Facility Use Agreement, and copies of all insurance policies obtained at any time thereafter during the term of this Agreement. All such insurance policies, including such policies referred to immediately above, shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this Facility Use Agreement except after fifteen (15) days written notice thereof to Town. All policies shall be renewed each year, or shall be for the entire Term of this Agreement, and not on a per Entertainment Event basis. Snow King's failure to maintain, evidence and provide insurance in strict compliance with this paragraph is a default hereunder.

12. **Termination:**

- a. **Termination for Default.** Any one or more of the following events shall constitute an "Event of Default":
 - i. Snow King's failure to make payments, as required under this Agreement, and continuance of such failure for a period of ten (10) days after payment is due; or
 - ii. Failure of Snow King to observe or perform any material covenant, condition or agreement hereunder on its part to be observed or performed, and (A) continuance of such failure for a period of fifteen (15) days after receipt by Snow King of written notice specifying the nature of such default, or (B) if by reason of the nature of such default the same cannot be remedied within said fifteen (15) days, Snow King fails to commence to cure such default within said fifteen (15) days and/or fails to thereafter diligently pursue such cure to completion; or

- iii. Failure of Snow King to observe or perform any material covenant, condition or agreement of its United States Forest Service Special Use Permit.
 - b. Cancellation and Restoration. Upon the termination of this Agreement for any reason, the Town shall have full authority to cancel the remainder of the Winter Season reserved for Snow King's use and occupancy and Snow King stipulates and agrees that the Town shall not be liable for prosecution or for any damages or liabilities whatsoever therefore. Furthermore, upon termination Snow King shall restore the Facility to conditions consistent with Section 7(e).
 - c. Survival. The following provisions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Set forth when closer to finalized; includes at least indemnity, restoration.
 - d. Recourse. In the event of termination for Default, the Town's right to sue for all past due payments and any other damages to which the Town may be entitled is unaffected.
13. **Force Majeure:** If any time during the term of this Agreement the Facility is rendered unfeasible for Snow King's Snow Tube Park, as defined herein, by reason of force majeure, both parties are released from their obligations under this Agreement. Notwithstanding the foregoing, Snow King is responsible for the timely payment of Facility Fees accrued to the date of such termination. Force Majeure shall mean fire, earthquake, hurricane, water event, landslide, pandemic, act of God, strikes, a declared national, state, Teton County or Town of Jackson emergency, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation , or any other cause like or unlike any cause mentioned which is beyond the control of the parties. The Town shall not be responsible for any profits lost or liability incurred by Snow King due to the destruction of the Facility or due to it being rendered unfeasible for Snow King's Snow Tube Park.
14. **Miscellaneous:**
- a. Attorney's Fees: If any action at law or in equity shall be brought for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this agreement, or for the recovery of the possession of the property, each party shall be responsible for its own costs and fees, including attorney's fees.
 - b. No Partnership: The Town and Snow King do not, in any way or for any purpose, become partners in the conduct of business, or otherwise, or joint adventurer or a member of a joint enterprise.

- c. Waiver: The waiver by either party, or the failure of either party to take action with respect to any breach of any term, covenant, or condition contained in this Agreement, shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Agreement. To the extent that a use other than a Snow Tube Park may be allowed on or at the Facility pursuant to a separate permit and which may be allowed on a temporary basis, allowance of such use by the Town does not imply that such use is integrated into, or becomes, part of this Agreement.
- d. Assignment: Snow King may not assign any right, privilege or license conferred by this Agreement, nor may it sublet or encumber any portion of the Facility without first obtaining the Town's written consent, which may be denied at the sole discretion of the Town.
- e. Notice: All notices, demands or other writings to be given or made or sent, or which may be given or made or sent, by either party to the other, pursuant to this Agreement shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, certified and postage prepaid to the following:

Snow King:

Snow King Mountain Recreation, LLC.
P.O. Box _____
Jackson, Wyoming 83001

Town of Jackson:

Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

Each party shall be responsible for providing to the other current contact information.

- f. Time is of the Essence: Time is of the essence of this Agreement, and of each and every covenant, term, condition, and provision of this Agreement.
- g. Governing Law: It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming and venue is the Ninth Judicial District.

- h. Integration: The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement as to the matters set forth herein, and they are not bound by any other agreements of whatsoever kind or nature.
- i. Modification of Agreement: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party.
- j. Severability: If any provision of this agreement should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
- k. Governmental Immunity: The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

[Signatures follow on next pages]

SNOW KING MOUNTAIN RECREATION, LLC.

**A limited liability company
of the State of Wyoming**

By: _____

Name: _____

Title: _____

Date: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the _____ of Snow King Mountain Recreation, LLC, as the _____ of Snow King Mountain Recreation, LLC, who is personally known to me or has established their identity and authority to me by reasonable proof, this ____ day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

Notary Public

TOWN OF JACKSON,

**A municipal corporation
of the State of Wyoming**

BY: Pete Muldoon, Mayor

Date: _____

ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2020.

Witness my hand and official seal.

My commission Expires:

Notary Public

XI. PHASING AND THE SNOW KING RESORT MASTER ASSOCIATION

The PRD regulations require a phasing plan and an explanation of relevant management policies and procedures that will guide the implementation of the master plan. The phasing plan must include performance objectives and must be sufficient to assure that development will take place in a logical sequence and that an adequate monitoring program is in place to determine the accomplishment of proposed remedies and mitigation measures for projected impacts.

Snow King will develop the property in phases and in a well-balanced manner. While there is no specific timeline and individual phases will be constructed according to market demand, Snow King will ensure that all facilities required for the convenience of guests, public safety and mitigation of any negative impacts are constructed in a timely and concurrent fashion and follow a logical sequence. As additions are completed, the entire infrastructure and other required performance components for each phase will be in place and performance standards will be adhered to. These components include utilities, parking, housing and transportation elements that will be developed in increments in tune with commercial, lodging and other development. When any of these components are built in excess of the required needs of a particular phase, and in excess of the cumulative needs to date, this excess will be credited towards the requirements of future phases. Final Development Plans for each building or phase will address the specific impacts and required mitigation associated with it.

The Snow King Resort Master Association (SKRMA) will oversee the proper phasing and administration of all development within the Resort District. The intent of this organization is to have one voice represent the Resort District, to ensure that adequate monitoring programs are established for development within the district and for the required SKRMA fee assessment, collection and expenditure.

SKRMA will be controlled by the landowners in the District and will ensure that development occurs in groups, or bundles, that ensure a well-balanced development. SKRMA is managed by a Board of Directors consisting of up to seven members elected by the District property owners, with voting based on assessed valuation as described in the Board bylaws. SKRMA will assign responsibilities and cost-sharing among entities other than the applicants. SKRMA will provide an annual report to the Town of Jackson that includes, but is not limited to, current membership and contact information, phasing plan compliance, and financial information.

The responsibilities of SKRMA include, but are not limited to the following:

- Serving as the conduit for all major development applications within the Resort District.
- Assessing dues and fees for landscaping, snowplowing, and common area road repairs within the district.
- SKRMA is tasked with the responsibility of carrying out the Transportation Demand Monitoring plan associated with this Master Plan and submitting results as required to the Town of Jackson.
- The organization will have one primary point of contact for all inquiries, billing, and organizational requests. SKRMA will exist in perpetuity to oversee the administration and development plans of the Resort District and to ensure that resort commitments within this Master Plan are transferable to all future owners of property within the District.
- SKRMA is ultimately responsible for ensuring all parties within the Resort District install, maintain, and operate all private infrastructure including water, sewer, stormwater, and roads within the district.
- SKRMA members will pay dues on an annual basis to cover costs associated with the management and operation of the organization. In July, 2019 SKRMA adopted a required minimum District-wide fee as set forth in the conditions of approval (“SKRMA Fee”). This minimum required SKRMA Fee shall be assessed as set forth in the conditions of approval. This minimum required SKRMA Fee will not be assessed on Uses that solely take place on United States Forest Service property irrespective of where a ticket for that Use is purchased as described in the conditions of approval. All property owners within the Planned Resort District

shall contribute the required minimum SKRMA fee to SKRMA via this District-wide fee structure.

- Implementation and monitoring of the Transportation Demand Management Plan, Housing Mitigation Plan, adherence to Design and Dimensional Limitation Plans and will act as the Architectural Review Board for the Snow King Planned Resort District. The Snow King Resort Master Association will be responsible for building or providing all required improvements or services as needed according to the phased development commensurate and coincidental with phases of the resort's development.
- SKRMA will be empowered to either own or have others build and own, as well as to maintain, employee housing, parking areas and structures and other infrastructure. All roads, pathways and utilities within the extent of this Master Plan will remain private.
- SKRMA will act as a Master Association for all the property owners within the district with respect to common utilities, safety, transportation, employee housing and parking.
- SKRMA will coordinate members to manage snow removal, lighting, signing, construction and maintenance of common roads.
- SKRMA shall ensure that private shuttle service continues to be offered from the Resort District to downtown Jackson, the Jackson Hole Airport and to Teton Village. If SKRMA is unable or elects not to provide private shuttle service as provided herein, SKRMA must provide a reasonable and equitable contribution to START as determined by the START Board, Town Council and SKRMA and based upon a defined metric of ridership by Resort District guests.
- SKRMA will serve as the vehicle for pre-screening any final development applications prior to presentation to the Town of Jackson for final development approval. All Final Development plans submitted for review by the Town shall be first reviewed and approved by the Snow King Resort Master Association.
- Ultimately, SKRMA will act as a pseudo improvement district and be entitled to assess and collect dues and assessments from all property owners, renters, resort guests and from any entities performing management functions, owning property or obtaining revenues within this Planned Resort District. These dues are intended to cover all of SKRMA's costs including various mitigation plans, constructing and maintaining any improvements that are its responsibility.

All areas and developments within the resort district will be encouraged to participate as members of SKRMA. This SKRMA fee funding mechanism will serve to maintain the minimum resources required for the maintenance of the Resort District. The SKRMA Fee will be used at the discretion of the SKRMA board for communal improvements, repairs, and maintenance, marketing, events, or other Resort District obligations. It is to be noted that these funds are not to be construed solely as a funding mechanism for the ski area only, but rather as a reserve to ensure that the District can maintain compliance with all obligations of the Master Plan.

Upon the Jackson Town Council's approval of this Master Plan area Amendment, SKRMA shall assess a minimum of a 1% fee ("**SKRMA Fee**") on the following uses identified in the Master Plan area (collectively, "Uses"):

- a. Non-residential uses as defined in the Master Plan except for Institutional Uses in LDR, Section 6.1.8;
- b. Commercial Amusement;
- c. Indoor Recreation;
- d. Home and Temporary uses;
- e. Outdoor Amusement/Recreation;
- f. Agricultural Uses;
- g. Tour Operators/Outfitters;
- h. Temporary Uses; and
- i. Special Events.

Uses that occur exclusively within the Master Plan area or Uses that occur both within the Master Plan area and on adjacent United States Forest Service property must be assessed the SKRMA Fee. The SKRMA Fee is not required to be assessed on Uses that solely take place on United States Forest Service property irrespective of where a ticket for that Use is purchased (by way of example only, if someone takes the Rafferty lift to access the ropes course, the Rafferty lift ticket is subject to the SKRMA Fee, but the ropes course ticket is not). The SKRMA Fee shall be used at the discretion of the SKRMA Board as a funding mechanism to maintain the Resort District and satisfy SKRMA's obligations under the Master Plan.

To ensure the ski lifts operate as provided herein, SKRMA shall maintain a \$500,000 reserved fund generated by the SKRMA Fee ("**Reserved Fund**"). The Reserved Fund shall only be used by SKRMA to ensure the ski lifts operate as provided herein. The Reserved Fund shall be adjusted for inflation every 3 years in accordance with a Denver-based, or other more specific, Consumer-Price Index as approved by the Town. The Reserved Fund shall be established within 3 years of the date the SKRMA Fee is first collected and the SKRMA Fee shall exclusively be used to achieve the \$500,000 balance until the Reserved Fund is fully funded. At all times when the Reserved Fund is fully funded, the SKRMA Fee is unrestricted for SKRMA use. If the SKRMA Fee is unable to generate sufficient income to replenish the Reserved Fund by the next required annual report, SKRMA must designate a line of credit to guarantee the \$500,000 in the Reserved Fund or add funds from any other source within 3 months.

Summary of Snow King Resort Master Association Commitments:

Conditions of Approval

(Snow King Planned Resort District Master Plan)

1. If Snow King Resort Master Association (SKRMA) fails to comply with any of the conditions listed in these conditions of approval, in addition to any other enforcement powers granted to the Town of Jackson through the Land Development Regulations (“LDRs”) and Jackson Municipal Code, the Town of Jackson may withhold pending building permits (including permits for remodels and maintenance) for any development within the Master Plan area.
2. Upon the Jackson Town Council’s approval of this Master Plan area Amendment, SKRMA shall assess a minimum of a 1% fee (“**SKRMA Fee**”) on the following uses identified in the Master Plan area (collectively, “Uses”):
 - a. Non-residential uses as defined in the Master Plan except for Institutional Uses in LDR, Section 6.1.8;
 - b. Commercial Amusement;
 - c. Indoor Recreation;
 - d. Home and Temporary uses;
 - e. Outdoor Amusement/Recreation;
 - f. Agricultural Uses;
 - g. Tour Operators/Outfitters;
 - h. Temporary Uses; and
 - i. Special Events.

Uses that occur exclusively within the Master Plan area or Uses that occur both within the Master Plan area and on adjacent United States Forest Service property must be assessed the SKRMA Fee. The SKRMA Fee is not required to be assessed on Uses that solely take place on United States Forest Service property irrespective of where a ticket for that Use is purchased (by way of example only, if someone takes the Rafferty lift to access the ropes course, the Rafferty lift ticket is subject to the SKRMA Fee, but the ropes course ticket is not). The SKRMA Fee shall be used at the discretion of the SKRMA Board as a funding mechanism to maintain the Resort District and satisfy SKRMA’s obligations under the Master Plan.

3. SKRMA shall provide an annual report to the Town of Jackson by June 15 of each year, for the prior April 15 to April 15 year period, which shall include the following information:
 - a. Phasing plan compliance;
 - b. Confirmation that the SKRMA Fee (as defined herein) has been collected;
 - c. The current balance of the SKRMA Fee fund,
 - d. The current balance of the Reserved SKRMA Fund (as defined herein);
 - e. A list of the categories of expenditures that over the previous April 15 to April 15 year period the SKRMA Fee has been spent on within the Resort District (not including specific dollar amounts);
 - f. SKRMA Board composition and contact information;
 - g. Status of the SKRMA organization with the Secretary of State;
 - h. The current SKRMA membership and contact information;
 - i. Any irregular avalanche control the previous ski season;
 - j. Confirmation of whether the ski lifts operated an average of 49/hours a week for the previous ski season;
 - k. Information regarding the private shuttle service, if provided, and if not, the financial contribution SKRMA made to START the previous year; and
 - l. Information on special events with the Resort District which have more than 200 guests including, but not limited to, the number of events, the location of each event, any complaints received from neighbors outside the Resort District, and the type of event.

4. SKRMA shall ensure that private shuttle service continues to be offered from the Resort District to downtown Jackson, the Jackson Hole Airport and to Teton Village. If SKRMA is unable or elects not to provide private shuttle service as provided herein, SKRMA must provide a reasonable and equitable contribution to START as

determined by the START Board, Town Council and SKRMA and based upon a defined metric of ridership by Resort District guests.

5. SKRMA shall provide a Transportation Demand Management (TDM) report to the Town of Jackson every 3 years, starting 3 years from the date the Master Plan Amendment is approved by Jackson Town Council.

6. SKRMA shall ensure the ski lifts operate an average of 49 hours per week between December and March, barring unforeseen weather conditions; mechanical failures; acts of God; operational challenges outside the control of SKRMA or the ski mountain operator that necessitate deviation. The hours of operation shall include accommodation of key user groups including, but not limited to, the Doug Coombs Foundation and the Jackson Hole Ski and Snow Board Club.

7. To ensure the ski lifts operate as provided herein, SKRMA shall maintain a \$500,000 reserved fund generated by the SKRMA Fee (“**Reserved Fund**”). The Reserved Fund shall only be used by SKRMA to ensure the ski lifts operate as provided herein. The Reserved Fund shall be adjusted for inflation every 3 years in accordance with a Denver-based, or other more specific, Consumer-Price Index as approved by the Town. The Reserved Fund shall be established within 3 years of the date the SKRMA Fee is first collected and the SKRMA Fee shall exclusively be used to achieve the \$500,000 balance until the Reserved Fund is fully funded. At all times when the Reserved Fund is fully funded, the SKRMA Fee is unrestricted for SKRMA use. If the SKRMA Fee is unable to generate sufficient income to replenish the Reserved Fund by the next required annual report, SKRMA must designate a line of credit to guarantee the \$500,000 in the Reserved Fund or add funds from any other source within 3 months.

8. Snow King Mountain Resort, LLC (“Snow King Mountain”) is the current owner of all recreational improvements. Snow King Mountain shall not sell off individual recreational improvements to different owners. This condition shall not prevent Snow King Mountain from selling all of Snow King Mountain’s recreational improvements to a different owner.

9. Building permits within Sub-Area #2 shall not be issued until construction has commenced on an aerial tramway (i.e. gondola). Nor shall the proposed zip-line in sub area #4 be allowed to open until construction of the gondola has commenced. Notwithstanding the foregoing, if SKRMA proceeds with its application and construction of a gondola in good faith, this condition shall not take effect if a regulatory or judicial circumstance prevents SKRMA from building the gondola. Further, this condition shall be void if the Town and SKRMA fail to come to agreement on a lease for the landing of the gondola by August 1, 2020.

10. SKRMA shall continue to engage in discussions with the Town and property owners in Sub-Area #2 on a shared parking arrangement between Sub-Area #2 and the Town’s Phil Baux park property. SKRMA must enter into a shared parking agreement with the Town of Jackson by December 31, 2020 so long as both parties are continuing to negotiate in good faith. The shared parking agreement shall include, at least but not limited to, provisions regarding construction and maintenance of the shared parking areas, snow removal from said areas and storm water system installation and maintenance.

11. SKRMA shall continue to engage in discussions with the Town regarding a Mountain Sports Center and second sheet of ice within the Master Plan area but shall not be obligated to construct or provide land for a Mountain Sports Center or second sheet of ice. The conceptual maps included in the Master Plan currently show a proposed location for the Mountain Sports Center in Sub-Area #5, though this location may change. A Mountain Sports Center, ice rink, affordable or workforce housing, and a maintenance facility shall be permitted by right within Sub-Area #5. All other uses within Sub-Area #5 shall require a conditional use permit.

12. SKRMA shall provide updated information for Chapter 10 of the Master Plan, by December 31, 2020, specifically with respect to the current conditions within the resort district, including updated maps, and discuss the current capacity utilization compared to the potential buildout capacity. This information shall be kept on file at the Town and may be incorporated into the Master Plan at a later date.

IX. COMMUNITY SERVICES ELEMENT

Introduction

The PRD regulations include an optional Community Services element to describe the interrelationship between the district and the community. It is recognized that community services are an important part of maintaining the balance between visitors and residents and can contribute significantly to the quality of life of the community.

Community involvement is of paramount interest to Snow King. Community service attributes are woven throughout this Master Plan and are an integral and foremost part of Snow King's vision and philosophy. Since 1939 Snow King has been a proud community partner. Being a "Community Resort" is in fact part of Snow King's Mission Statement. For over 60 years Snow King and the Jackson Hole community have had a very close and symbiotic relationship. Snow King's services to the community are well known and indisputable. Snow King hosts, assists and supports practically all of the local non-profit organizations and service clubs. Our doors are always open and our record of community assistance, involvement, dedication and good will is impeccable. Snow King is very proud of its continuous contributions to this community as a partner. This Master Plan is one more step in continuing and expanding upon this tradition.

Snow King as a Community Partner

A stated purpose and intent of the Resort District is to provide recreational opportunities that rely on indigenous natural attributes of the area. These opportunities are provided to both the community and the visitor through the development of district facilities. The unique in-town nature of these recreational amenities makes them a very important asset to town residents and visitors.

The Snow King Mountain provides a venue for the junior ski racing programs, adult ski racing as well as recreational skiing and snowboarding, both day and night. In addition, the ski area contributes to community integration through supporting efforts of the Doug Coombs Foundation to give low-income students and families the opportunity to learn to ski. On the mountain, improved snowmaking provides early season training opportunities for foreign, regional and local ski racing programs as well as for recreational skiers. The tubing park has become an extremely popular winter outdoor family activity for both locals and visitors. The ski area also accommodates many other special events such as the Town Downhill, regional and national races, and snowmobile events such as the annual World Championship Hill Climb.. As a very unique and special service, Snow King presently provides is after school ski programs with access via the activity bus to Town and Wilson schools in cooperation with the Teton County School District. Snow King has embraced the spectacular growth of uphill skiing in the wintertime through progressive policies to allow this activity and ultimately charge affordable season-long and day ticket prices. This activity will continue to be permitted into the future and where possible distinct trails and routes will be further improved for this user group.

Snow King Mountain supports Jackson/Teton County Parks and Recreation Department programs such as the annual Snow King Hill Climb Run, as well as offers reduced rates for community events and non-profit organizations such as the Teton County School District Winter Sports Program, the Doug Coombs Foundation ski programs, the Jackson Hole Ski and Snowboard Club, and Teton Youth and Family Service programs.

As part of the 2019 update to this Master Plan, Snow King Mountain may build a mountain sports center adjacent to the Snow King Center but is not mandated to do so. This sports center is envisioned to include indoor rock climbing and athletic training facilities available to the public. Snow King intends to work with and support the Jackson Hole Ski and Snowboard Club to expand and improve the existing lodge room and administrative facilities above the SKRMA is committed to working with the Town of Jackson and other partners in planning for a second sheet of ice and for the construction of a Mountain

Sports Training Facility. As part of proposed improvements at the summit of the mountain, Snow King Mountain seeks to build a planetarium and observatory that can be used for educational and scientific purposes as well as making the world of astronomy more accessible to the community. These multi-million-dollar investments into infrastructure that directly benefit the community are another direct way of demonstrating Snow King's commitment to Jackson Hole.

During both summer and winter, Snow King Mountain hosts a wide variety of athletic events and competitions for the community including uphill ski races, obstacle course races, bike races, running races, scavenger hunts, snowmobile races, and downhill ski races.

The Hagen trail connection to Cache Creek, the tubing hill and snowboard terrain park diversify and improve the winter activities while annual events, such as the Hill Climb, continue to draw large numbers of visitors. The figure skating and hockey programs have blossomed since the opening of the Snow King Center. An excellent example of public-private partnership, the Snow King Center has been successfully providing recreation and many other services to the community for over 20 years.

During the summer, Snow King provides a trail system that has become a much-used hiking, running, biking and horseback riding area for residents and visitors alike. Summer mountain improvements envision trail upgrades, pathways, outdoor pools, climbing walls, a planetarium and observatory, on-mountain dining, and additional outdoor activities. . Unlike winter uphill travel, where there are high costs associated with snowmaking, grooming, and ski patrol, summer use of the trail system for hiking on Snow King will be free to the public in perpetuity. Ultimately, Snow King desires to serve as the primary jumping off point for access to USFS trails in the greater Snow King trail system with improved trails for hikers, bikers, uphill skiers, and outdoor recreationalists of all kinds.

It must be noted that many of our community partnership activities mentioned above often come at a high cost to Snow King Resort and the operation of lodging, conference space, and on-mountain activities provide the financial and operational platform, as well as the resources necessary to support these and other community-oriented activities.

Snow King Resort has provided the largest year-round meeting and conference facilities in the county since 1976. These facilities are regularly used by virtually every community organization in Jackson Hole. In many cases, Snow King has provided the only appropriate facilities available for community events and programs.

Within the larger Wyoming community, Snow King has, over the years, hosted practically all of Wyoming's professional and trade associations as well as many statewide events, political conventions and innumerable meetings. Larger facilities will attract other Wyoming and regional gatherings that have outgrown our facilities.

Snow King has, for many years, been one of the largest employers in Teton County. Among the large employers, we pride ourselves in maintaining a very high rate of year-round, stable and level employment. This is a valuable contribution to the stability of our local workforce.

Since the hotel opened in 1976, we have always had our doors open to a great variety of community meetings and events. We have also pioneered innovative relationships with the U.S. Forest Service, the Town of Jackson and many community organizations, such as the Jackson Hole Ski Club. Virtually every non-profit organization in Teton County uses Snow King facilities to bring people together.

Although it would frankly be tedious to list all the community groups that Snow King has assisted and cooperated with over the years, we would like to highlight some specific examples. Snow King provides discounted, and sometimes complimentary, rates for meeting and lodging rooms to a wide variety of governmental and non-profit organizations. Snow King assists arts organizations, the Jackson Hole Ski and Snowboard Club, the Doug Coombs Foundation, St. John's Hospital, the school district and many others with programs. Providing rooms for visiting speakers or artists and nameless other acts of community involvement are the norm for Snow King. Each year Snow King donates over fifty thousand dollars in complementary rooms, activities, and services to community non-profits and will continue to support these organizations into the future. Community Service is an integral part of the Snow King culture.

Every season for the past 5 years Snow King Mountain has offered locals appreciation days with free or discounted activities that are affordable to the permanent population and Snow King will continue this practice into the future as a means of supporting our community.

Since its construction, Snow King Resort has contributed to the community a lively, multi-purpose facility. Summer and winter, Snow King's facilities have encouraged visitors to step out of their rooms and into the mountains. Indoors and outdoors, Snow King has enhanced the daily life of the community from youth skiing and skating to Rotary lunches and Chamber of Commerce banquets. From catering to the desires of visitors to fulfilling community needs, Snow King's dual roles exemplify the "town as heart of the region" and our own "community resort" goals. This Master Plan intends to improve upon this dual function in the future and presents a next-generation vision of Snow King's partnership with the Jackson Hole community.

MEMORANDUM

TO: Mayor and Town Council
FR: Larry Pardee, Town Manager
DT: September 21, 2020
RE: Town Manager's Report

General Penny Education

The General Penny education efforts are underway to educate voters for the upcoming election in November. An educational website has been created that contains information along with a white board presentation describing the general penny. Feel free to check out the website at www.generalpenny.com.

September Sales and Lodging Tax

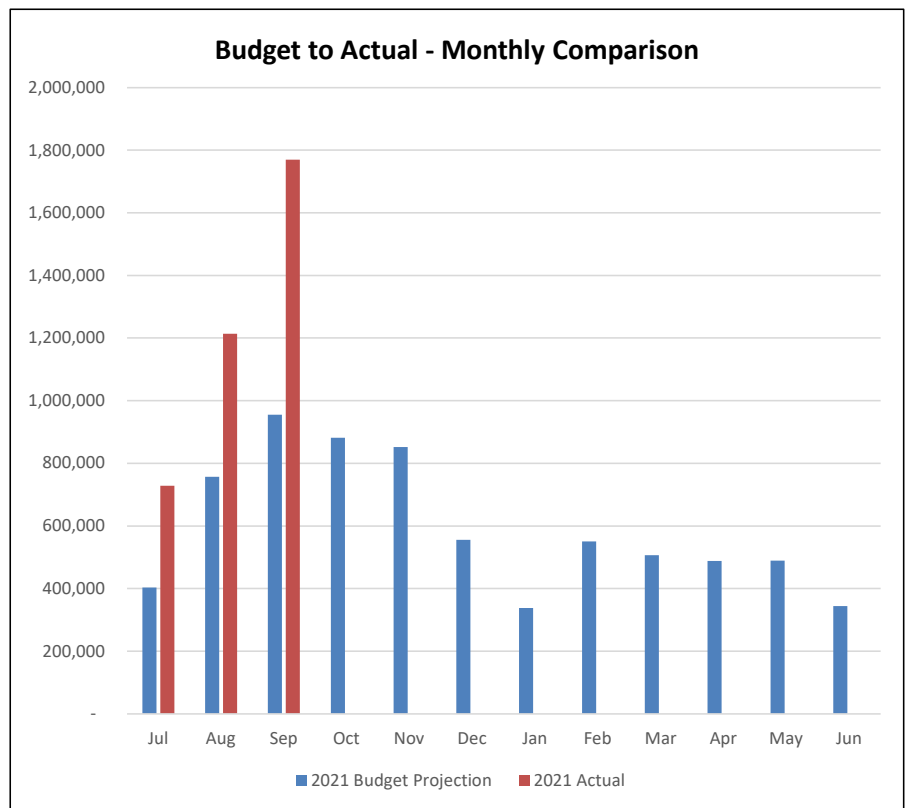
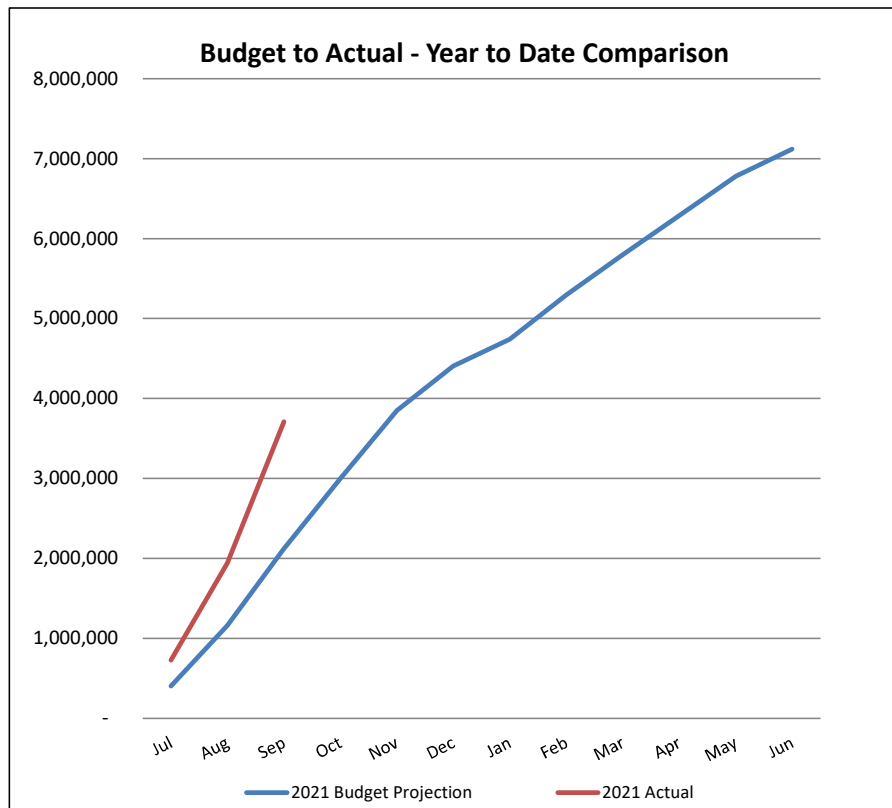
The Town budgeted a total of \$7,125,081 in sales tax for FY21. September collections are down 16% over the same collection period last year and we are leading budget projections by \$1,595,882 so far. Please remember that we have 9 remaining months in the fiscal year before we can realize any additional revenue over what was budgeted. September 2020 revenue represents collections from July 2020.

The Town budgeted a total of \$445,499 in lodging tax revenues for FY21 from the 30% visitor impact portion combined with the 10% general fund portion. We have collected \$277,815 so far in FY21 which is 62.4% of total projected collections, however collections are down 29.2% from prior year collections. September 2020 revenue represents July 2020 collections. The 30% amount is tracked through the Special Revenue Fund for the Lodging Tax and the 10% amount is tracked through the General Fund.

TOWN OF JACKSON, WYOMING
SALES TAX COLLECTIONS (4% and 1%)
September-20

Receipt Month	17/18				18/19				19/20			20/21			12 Mth Rolling Avg	Sales Month
	FY2017	FY2018	17/18 Change	Percent Change	FY2019	18/19 Change	Percent Change	FY2020	19/20 Change	Percent Change	FY2021	20/21 Change	Percent Change			
Jul	\$ 807,564	\$ 807,972	\$ 408	0.1%	\$ 890,746	\$ 82,774	10.2%	\$ 916,280	\$ 25,534	2.9%	\$ 728,603	\$ (187,677)	-20.5%	2.2%	May	
Aug	1,411,501	1,551,376	139,875	9.9%	1,711,050	159,674	10.3%	1,695,936	(15,114)	-0.9%	\$ 1,213,765	(482,171)	-28.4%	-0.8%	Jun	
Sep	1,920,244	1,971,647	51,402	2.7%	1,979,587	7,941	0.4%	2,106,619	127,032	6.4%	\$ 1,769,138	(337,481)	-16.0%	-3.7%	Jul	
Oct	1,665,117	1,897,973	232,856	14.0%	1,868,746	(29,227)	-1.5%	2,084,456	215,710	11.5%		----	---	----	Aug	
Nov	1,533,746	1,850,527	316,781	20.7%	1,877,983	27,456	1.5%	2,203,274	325,291	17.3%		----	---	----	Sep	
Dec	1,046,289	1,054,095	7,806	0.7%	1,335,327	281,232	26.7%	1,154,908	(180,419)	-13.5%		----	---	----	Oct	
Jan	655,026	680,672	25,645	3.9%	745,047	64,375	9.5%	842,559	97,512	13.1%		----	---	----	Nov	
Feb	1,032,128	1,166,026	133,898	13.0%	1,195,892	29,866	2.6%	1,293,430	97,538	8.2%		----	---	----	Dec	
Mar	947,188	1,066,105	118,917	12.6%	1,110,735	44,630	4.2%	1,188,379	77,644	7.0%		----	---	----	Jan	
Apr	859,580	1,041,459	181,879	21.2%	1,120,136	78,677	7.6%	1,272,892	152,756	13.6%		----	---	----	Feb	
May	874,371	1,010,453	136,082	15.6%	1,138,194	127,740	12.6%	874,624	(263,570)	-23.2%		----	---	----	Mar	
Jun	660,771	728,398	67,628	10.2%	730,042	1,644	0.2%	621,631	(108,411)	-14.8%		----	---	----	Apr	
Totals	\$ 13,413,526	\$ 14,826,704	\$ 1,413,178	10.5%	\$ 15,703,484	\$ 876,780	5.9%	\$ 16,254,987	\$ 551,503	3.5%	\$ 3,711,506	\$ (1,007,329)	-21.3%			

Budgeted Sales Tax for FY 2021 -50% \$ 7,125,081
Budgeted Sales Tax Year-to-Date 2,115,624
Actual Sales Tax Collected Year-to-Date 3,711,506
Leading (Lagging) Budget - through September \$ 1,595,882



TOWN OF JACKSON, WYOMING
LODGING TAX REPORT
 September-20

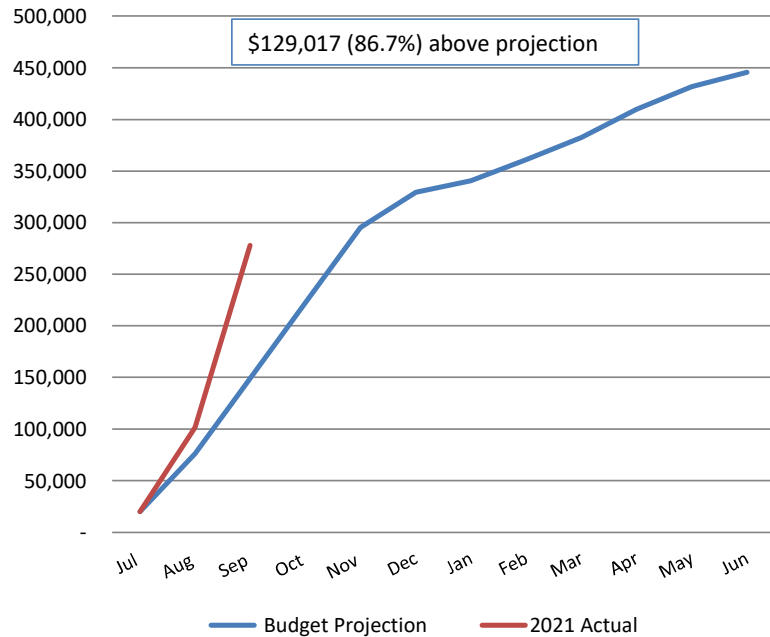
Month Received (2 mos. lag)	Lodging Tax - Total				Town				County			
	Total	Promotion T&T Board	Visitor Impact	General Fund	Visitor Impact	General Fund	Total	T/C Split Percent	Visitor Impact	General Fund	Total	T/C Split Percent
FY2021:												
July	\$ 75,275	\$ 45,165	\$ 22,582	\$ 7,527	\$ 15,187	\$ 5,062	\$ 20,249	67.3%	\$ 7,396	\$ 2,465	\$ 9,861	32.7%
August	370,420	222,252	111,126	37,042	60,908	20,303	81,211	54.8%	50,218	16,739	66,957	45.2%
September	1,035,675	621,405	310,703	103,568	132,266	44,089	176,355	42.6%	178,436	59,479	237,915	57.4%
October	-	-	-	-	-	-	-	---	-	-	-	---
November	-	-	-	-	-	-	-	---	-	-	-	---
December	-	-	-	-	-	-	-	---	-	-	-	---
January	-	-	-	-	-	-	-	---	-	-	-	---
February	-	-	-	-	-	-	-	---	-	-	-	---
March	-	-	-	-	-	-	-	---	-	-	-	---
April	-	-	-	-	-	-	-	---	-	-	-	---
May	-	-	-	-	-	-	-	---	-	-	-	---
June	-	-	-	-	-	-	-	---	-	-	-	---
Totals	\$ 1,481,370	\$ 888,822	\$ 444,411	\$ 148,137	\$ 208,361	\$ 69,454	\$ 277,815	46.9%	\$ 236,050	\$ 78,683	\$ 314,733	53.1%

	Visitor Impact	General Fund	Total
TOJ Budget	\$ 334,124	\$ 111,375	\$ 445,499
Budget Remain	\$ 125,763	\$ 41,921	\$ 167,684
Earned			62.4%
Remaining			37.6%

12 Month
Rolling Avg
-11.9%

	FY2020 Year-to-Date	FY2021 Year-to-Date	Increase (Decrease)
T&T 60%:	\$ 1,526,839	\$ 888,822	\$ (638,017) -41.8%
TOJ 30% Visitor:	294,206	208,361	(85,845) -29.2%
TOJ 10% General:	98,069	69,454	(28,615)

Budget to Actual - Year to Date Comparison



Budget to Actual - Monthly Comparison

