

Jackson Town Council Regular Meeting

October 19, 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. ZOOM LINK FOR PUBLIC PARTICIPATION

- A. FOR THE PUBLIC TO JOIN THE WEBINAR:
DIAL 1.669.900.6833 WEBINAR ID: **864 6547 2539** OR
LINK TO JOIN WEBINAR: <https://us02web.zoom.us/j/86465472539?pwd=bVJpTnJiS2grRE9CQktsaVRIWG0rQT09>

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Extra Mile Day Proclamation

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. Meeting Minutes
 - 1. October 5, 2020 regular meeting
- B. Disbursements
- C. Temporary Sign Permit: Becoming Jackson Whole P20-176
- D. 2021 Rodeo Dates and 2020 Rodeo Report
- E. SLIB Grant Agreements for Reallocated County Wide Consensus Funding
- F. Encroachment Agreement at 135 N Cache for Hotel Jackson Canopies P19-150

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

- A. Administration
 - 1. Remote Meeting Attendance (Roxanne Robinson)
- B. Planning
 - 1. P20-140: Subdivision Plat at 115 Nelson Drive (Tyler Valentine)
 - 2. P20-161: Subdivision Plat at 505 East Simpson (Brendan Conboy)

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.

3. P20-162: Landscape Plan Amendment to CUP at 170 N Glenwood Street (Tyler Valentine)

VI. RESOLUTIONS

- A. Resolution 20-23: Amendment #1 (three month) to Fiscal Year 2021 Budget (Kelly Thompson)
- B. Resolution 20-24: Authorization to Submit a State Coronavirus Relief Grant Application (Roxanne Robinson)

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.

**PROCLAMATION
DECLARING NOVEMBER 1ST AS “EXTRA MILE DAY”**

WHEREAS, Jackson, Wyoming is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Jackson is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Jackson is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Jackson acknowledges the mission of Extra Mile America to create 575+ Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1.

NOW THEREFORE, I, Pete Muldoon, Mayor of the Town of Jackson, on behalf of the Jackson Town Council and the entire Jackson community, wish to recognize **Dr. Travis Riddell, Dr. Paul Beaupre, Jodie Pond**, and all of the health professionals and public health employees that have been working so hard, going the extra mile, over the last 10 months to keep us safe during the 2020 COVID-19 pandemic.

FURTHER, I hereby proclaim that November 1, 2020, as Extra Mile Day and urge each individual in the community to take time this month to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

DATED THIS 19th DAY OF OCTOBER, 2020.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

OCTOBER 5, 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 6:00 P.M. Upon roll call the following were found to be present:

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

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Zolo, Johnny Ziem, Michelle Weber, Brian Lenz, Paul Anthony Susan Scarlata and Carl Pelletier

Vice-Mayor Morton Levinson read a proclamation recognizing October as Domestic Violence Awareness Month and Councilman Stanford read a proclamation for the Town's Fall Clean-Up and Burn Week.

Public Comment. Public comment was made by Eden Morris.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to approve the consent calendar including items A-G as presented with the following motions:

A. **Meeting Minutes.** To approve the meeting minutes as presented for the September 21, 2020 workshop and regular meeting.

B. **Disbursements.** To approve the disbursements as presented. 842-NCPERS GROUP WYOMING \$92.00; ACE HARDWARE \$1,169.92; ADVANCED GLASS TRIM, LLC \$560.00; ADVANCED PUMP & EQUIPMENT, INC \$9,317.55; AFLAC \$2,584.63; AMAZON \$548.90; APEX SAGE INC \$17,564.94; ARCHITECTURAL BUILDING SUPPLY \$469.10; B-CYCLE LLC \$599.85; BIG R RANCH & HOME \$95.36; BISON LUMBER \$129.98; BLUE SPRUCE CLEANERS, INC \$216.95; BMV LLC \$59.47; BRIGGS, ERIC L \$197.70; BRIMEYER, ASHLEY \$100.00; BRISTOL, JAMES \$35.00; C & A PROFESSIONAL CLEANING SERV LLC \$8,291.23; CARQUEST AUTO PARTS INC. \$1,248.48; COMMERCIAL TIRE-ID FALLS \$554.26; CONTROL SYSTEM TECHNOLOGY, INC. \$7,983.50; CORE & MAIN LP -\$112.00; CUMMINS ROCKY MOUNTAIN LLC \$10,507.42; DEAN'S PEST CONTROL LLC \$145.00; DELCON INC \$3,052.69; E.R. OFFICE EXPRESS \$271.96; ENERGY LABORATORIES INC. \$1,054.50; EVANS CONSTRUCTION INC \$960.06; FENNERN, ROBERT \$155.00; FIREWISE LANDSCAPES INC \$1,486.97; GILLIG LLC \$6,808.11; GONZALES, RICHARD \$155.00; GRAINGER \$41.25; HD FOWLER COMPANY \$5,228.02; HIGH COUNTRY LINEN \$3,404.66; IDAHO STATE TAX COMMISSION \$3,335.00; INTERSTATE BATTERY \$1,205.45; JACKSON ANIMAL HOSPITAL \$607.73; JACKSON CURBSIDE INC. \$1,375.00; JACKSON HOLE LAW, PC \$1,500.00; JACKSON HOLE NEWS & GUIDE \$2,171.99; JACKSON LUMBER INC \$19.61; JH20 WATER CONDITIONING & FILTRATION \$43.00; JORGENSEN ASSOCIATES, PC \$16,495.50; KELLERSTRASS ENTERPRISES, INC \$1,108.95; KENWORTH SALES COMPANY DEPT #1 \$1,029.83; KILMER'S BG DISTRIBUTING \$3,800.00; KOIS BROTHERS EQUIPMENT COMPANY \$2,240.81; LINCOLN NATIONAL LIFE \$6,948.77; METADOME, LLC \$3,750.00; MEYER, KARL \$155.00; MILLER SANITATION \$14,689.50; MINOR, JEREMY \$155.00; MSC INDUSTRIAL SUPPLY CO \$198.68; NAPA AUTO PARTS INC. \$345.85; NELSON ENGINEERING \$9,897.50; PREMIER TRUCK- SALT LAKE CITY -\$2,981.23; QUADIENT, INC DEPT 3689 \$468.69; R & D SWEEPING AND ASPHALT MAINTENANCE \$21,235.82; RIEDEL, CYNTHIA \$1,400.00; RON'S TOWING \$5,000.00; RUI INC. DBA VILLAGE GARDNER \$408.45; SAFETY SUPPLY & SIGN CO., INC. \$3,505.99; SCHAEFFER MFG. CO \$1,318.90; SCHMILLEN, SCOTT \$2,305.00; SCHOW'S TRUCK CENTER \$1,815.64; SHERWIN-WILLIAMS CO. \$332.36; SILVER CREEK SUPPLY \$393.12; SIMON ASSOCIATES LLC \$10,095.00; SNAKE RIVER MEP COMPLETE, INC \$6,702.25; SNAKE RIVER ROASTING \$97.20; STINKY PRINTS, INC \$252.50; SUNRISE ENVIRONMENTAL \$177.09; TETON COUNTY SPECIAL FIRE FUND \$28,649.95; TETON COUNTY TRANSFER STATION \$312.00; TETON COUNTY-FUND 10 \$38,992.85; TETON COUNTY-FUND 19 \$6,188.56; TETON MOTORS INC \$1,446.86; TETON TOOLS LLC \$416.20; THEMADJAJA, JAMIE LYNN \$37.00; TITLE 22 CONSULTANTS \$300.00; TMSC LLC \$16,000.00; TROIAN, VIOLETA \$37.00; UPPER CASE PRINTING INK \$217.93; USA BLUE BOOK \$41.99; VINCI LAW OFFICE LLC \$252.13; VISION SERVICE PLAN - (WY) \$1,763.80; WEBER, MICHELLE \$71.90; WELLER TRUCK PARTS -\$1,200.00; WEST FORK CONSTRUCTION \$37,408.10; WESTBANK SANITATION \$1,428.80; WESTERN STATE \$2,037.32; WINTER & COMPANY \$29,128.90; WOOD ENVIRONMENT & INFRASTRUCTURE \$9,680.50; WY CHILD SUPPORT ENFORCEMENT \$146.76; WY WORKERS' SAFETY & COMP \$1,877.84; WYOMING FIRST AID & SAFETY \$135.05; WYOMING RETIREMENT SYSTEM \$103,046.77; WY-TEST \$80.00; Y2 CONSULTANTS, LLC \$663.50; YELLOW IRON EXCAVATION, LLC \$2,270.00

- C. **Special Event: JHHS Homecoming Parade.** To approve the request made by Jackson Hole High School for the homecoming car procession as presented in the staff report.
- D. **Temporary Sign Permit: Search and Rescue Snow & Avalanche Workshop P20-170.** To approve the temporary banner requested by the Teton County Search and Rescue subject to four conditions of approval: 1. The use of the site shall be granted by the property owner. 2. The signs shall not be located on the sidewalks or in the public right of way. 3. The site shall state the date(s) of the advertised “virtual shadow day.” 4. The sign may be installed at Albertsons 105 Buffalo Way from October 11, 2020 to October 25, 2020 and at Phil Baux Park 10 E. Snow King Avenue from October 11, 2020 to October 25, 2020.
- E. **Town Attorney Contract.** To approve the Town Attorney contract as presented and direct the Mayor to take action necessary to execute it.
- F. **Memorandum of Understanding for School Resource Officer.** To approve the Memorandum of Understanding for the School Resource Office Program and authorize the Mayor to sign,
- G. **Encroachment Agreement at Aspen Drive P20-155.** To approve the Encroachment Agreement between the Town of Jackson and Sno-King Village Association, Inc. to allow reinforcement of the existing retaining wall to encroach into the Town’s public right-of-way for Aspen Drive, 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 Agreements.

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.

Town Manager Contract. Hailey Morton Levinson made comment. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve the updated Town Manager contract with Larry Pardee as proposed and direct the Mayor to execute the finalized contract on behalf of the Town of Jackson. 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. Tyler Valentine, Tyler Sinclair, Paul Anthony and Johnny Ziem made staff comment. Arne Jorgensen, Hailey Morton Levinson, Jim Stanford, made comment. Reed Armijo made public comment.

Based upon the findings as presented in the staff report and made by the applicant for a Development Plan (Item P20-056), a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to make findings 1-6 in Section 8.3.2.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, to approve a Development Plan for the Core Services Vehicle Maintenance Facility for the property located at 55 Karns Meadow Drive, subject to the departmental reviews, this staff report dated October 5, 2020, and the following conditions:

- 1. At the time of Building Permit submittal, the applicant shall provide a bond for 125% of the cost of off-site mitigation. All mitigation work shall be completed prior to issuance of a Certificate of Occupancy/Completion. In addition, the applicant shall provide a revised cost estimate that shows realistic cost values for the Cottonwood trees at the time of Building Permit submittal.
- 2. Upon completion (i.e. Certificate of Occupancy/Completion) of Phase 2, a building permit for the next phase shall be submitted within 3 years. Each subsequent phase shall follow this same expiration pattern until all phases are completed. Failure to submit a building permit within the 3-year timeframe shall result in the expiration of all unfinished phases.

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

Connector Trail. A motion was made by Arne Jorgensen and seconded by Jim Stanford to direct staff to bring back to the Council at a future date a final site plan for a sidewalk or pathway that runs along the southern property line and connects Karns Meadow Drive to the Virginian property. In addition, the applicant shall explore recommendations of Brian Schilling, Pathways Director, provided that the recommendations do not conflict with any technical constraints and to include in the review an

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

Item P20-142: Teton Village Master Plan Amendment. Paul Anthony made staff comment. Andrew Bowen made public comment. Jim Stanford Arne Jorgensen and Jonathan Schechter made comment.

The Land Development Regulations state that the Council does not have a ‘voting participation’ in the review of a Resort Master Plan amendment, thus no motion is intended. However, the Town Council is expected to provide any recommendations and comments as appropriate.

No action was taken on this item.

Matters from Mayor and Council.

Appointment of an Alternate Municipal Judge.
Mayor Muldoon appointed Rick Manning as an Alternate Municipal Judge.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to consent to the appointment of Rick Manning as an Alternate Municipal Judge. Jonathan Schechter made comment. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Board and Commission Reports. Jonathan Schechter, Jim Stanford, Arne Jorgensen, Pete Muldoon made comment. Susan Scarlata made staff comment.

Town Manager’s Report. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on foundational training for Town employees.

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

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 7:57 p.m. minutes:crp

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk
Publish JH News & Guide: October 14, 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	712908	sprayer and bleach for sampling	09/14/2020	9.98	.00	
51	ACE HARDWARE	713440	nuts and bolts for cache creek tub	09/18/2020	10.80	.00	
51	ACE HARDWARE	713491	new head lamp tool	09/19/2020	26.99	.00	
51	ACE HARDWARE	713553	supplies for build	09/20/2020	18.84	.00	
51	ACE HARDWARE	713738	Home Ranch - leaky urinal repair	09/22/2020	1.98	.00	
51	ACE HARDWARE	713967	fall cleanup yard waste bags	09/24/2020	879.20	.00	
51	ACE HARDWARE	714052	Ely Sp Well House Roof	09/24/2020	18.96	.00	
51	ACE HARDWARE	714483	Ely Springs new roof	09/29/2020	19.98	.00	
Total 51:					986.73	.00	
3596	ADVANCED GLASS TRIM, LLC	20342	wind shield	09/24/2020	290.00	.00	
Total 3596:					290.00	.00	
2763	AMERIWEST WATER SERVICE	20-2055	phosphate for iron scale control	09/07/2020	9,501.47	.00	
Total 2763:					9,501.47	.00	
3500	BISON LUMBER	2003-724998	Bunk House - Domestic water win	03/19/2020	5.32	.00	
3500	BISON LUMBER	2004-726598	box of screws	04/20/2020	108.61	.00	
3500	BISON LUMBER	2006-731147	2x6x10 boards	06/16/2020	294.30	.00	
Total 3500:					408.23	.00	
1560	BLUE SPRUCE CLEANERS, INC	100120	Dry Cleaning Uniforms	10/01/2020	296.35	.00	
Total 1560:					296.35	.00	
6737	BLUEPAZ, LLC	1011	CIT Training	09/26/2020	4,000.00	.00	
Total 6737:					4,000.00	.00	
2850	BMV LLC	1135	monthly samples	10/05/2020	59.05	.00	
Total 2850:					59.05	.00	
6727	BRIGGS, ERIC L	440	tools	09/24/2020	276.90	.00	
6727	BRIGGS, ERIC L	442	BRAKE TOOL	09/24/2020	19.95	.00	
Total 6727:					296.85	.00	
3303	BRISTOL, JAMES	6471	ENVELOPES	09/24/2020	295.00	.00	
Total 3303:					295.00	.00	
4614	C & A PROFESSIONAL CLEANI	OCTOBER	WWTP Mouse Remediation Clean	10/01/2020	95.00	.00	
4614	C & A PROFESSIONAL CLEANI	SEPTEMBER 2	COVID - THall & PWorks extra fo	09/01/2020	3,640.00	.00	
Total 4614:					3,735.00	.00	
6741	Cafe G LLC	100820	water capacity abd meter refund	10/08/2020	1,227.00	.00	
6741	Cafe G LLC	100820	water capacity abd meter refund	10/08/2020	423.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6741:					1,650.50	.00	
5	CARQUEST AUTO PARTS INC.	6090-495791	ATF	09/15/2020	83.88	.00	
5	CARQUEST AUTO PARTS INC.	6090-498942	hitch pins for new trailer	10/08/2020	15.98	.00	
Total 5:					99.86	.00	
102	CASELLE INC.	104948	support fees	10/01/2020	1,868.00	.00	
Total 102:					1,868.00	.00	
447	CDW-GOVERNMENT	XLN3851	GOV MS MPSA MICROSOFT O	04/04/2020	31,280.20	.00	
Total 447:					31,280.20	.00	
5967	CITY OF DRIGGS	BBSTART2020	Bus barn rent October 2020	08/31/2020	1,278.00	.00	
5967	CITY OF DRIGGS	BBSTART2020	Fall River Electric #2522062 dtd 9	08/31/2020	249.69	.00	
5967	CITY OF DRIGGS	BBSTART2020	Cleaning Cost	08/31/2020	37.28	.00	
5967	CITY OF DRIGGS	BBSTART2020	Water/sewer	08/31/2020	149.48	.00	
Total 5967:					1,714.45	.00	
6114	CLIMB WYOMING	093020	Quarterly contract 20-21	09/30/2020	1,250.00	.00	
Total 6114:					1,250.00	.00	
4292	Commercial Tire-ID Falls	128280	tires	09/29/2020	928.26	.00	
Total 4292:					928.26	.00	
4887	CONTROL SYSTEM TECHNOLO	9780	install cell moduals at wells 1, 2, 3	09/21/2020	6,400.00	.00	
Total 4887:					6,400.00	.00	
1691	CORE & MAIN LP	M768475	water meters and parts	09/11/2020	12,962.93	.00	
1691	CORE & MAIN LP	M768475	water meters and parts	09/11/2020	12,962.93	.00	
Total 1691:					25,925.86	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-8379	START - Generator Service & Loa	09/25/2020	674.25	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-8380	Public Works = Generator service	10/14/2020	667.50	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-8382	load test generator wells 6 - 8	09/25/2020	667.50	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-8383	load test well 2 generator	09/25/2020	667.50	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-8387	load test well 5 generator	10/14/2020	667.50	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-8568	Town Hall = generator service and	09/28/2020	667.50	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-8569	Elk Refuge Well-1 = generator loa	10/14/2020	667.50	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-8573	Broadway Pump House - generat	09/28/2020	667.50	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-8618	Public Works = Generator service;	09/28/2020	1,159.39	.00	
Total 611:					6,506.14	.00	
58	CURRAN-SEELEY FOUNDATIO	100120	Quarterly Payment for Agreed Up	10/01/2020	13,268.75	.00	
Total 58:					13,268.75	.00	
6489	D & R DRYWALL, LLC	183	WWTP Office - Mouse Remediati	09/16/2020	3,202.28	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6489:					3,202.28	.00	
4966	DANA SAFETY SUPPLY, INC	668016	light bar	09/14/2020	539.00	.00	
Total 4966:					539.00	.00	
4918	DEAN'S PEST CONTROL LLC	55214	Fall Pest Treatment	09/22/2020	150.00	.00	
4918	DEAN'S PEST CONTROL LLC	55343	WWTP - Mouse control (19 caught	09/10/2020	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	55618	START = Pest Control Service	09/14/2020	100.00	.00	
Total 4918:					350.00	.00	
708	DELTA DENTAL PLAN OF WYO	09302020	SEPTEMBER CLAIMS	09/30/2020	6,594.60	6,594.60	10/09/2020
708	DELTA DENTAL PLAN OF WYO	09302020	OCTOBER PREMIUM	09/30/2020	572.00	572.00	10/09/2020
Total 708:					7,166.60	7,166.60	
2798	DPC INDUSTRIES, INC.	727000194-20	12 cylinders of chlorine	09/09/2020	2,077.28	.00	
Total 2798:					2,077.28	.00	
3408	E.R. OFFICE EXPRESS	16369	Paper	10/06/2020	42.00	.00	
3408	E.R. OFFICE EXPRESS	16370	Copy Paper, 92 Bright, 20lb, 8.5 x	10/06/2020	98.08	.00	
Total 3408:					140.08	.00	
721	EMERG + A + CARE	092920	John Ware and Kyle Foster Work	09/29/2020	376.00	.00	
Total 721:					376.00	.00	
1134	ENERGY LABORATORIES INC.	345452	weekly testing for WWTP	09/25/2020	114.00	.00	
1134	ENERGY LABORATORIES INC.	348119	weekly lab testing WWTP	10/07/2020	302.00	.00	
1134	ENERGY LABORATORIES INC.	348382	nitrate nitrite samples	10/08/2020	171.00	.00	
Total 1134:					587.00	.00	
81	EVANS CONSTRUCTION INC	208877	material for deloney water valve	09/15/2020	102.86	.00	
81	EVANS CONSTRUCTION INC	APP#4	pay ap 4: hansen sidewalk	09/16/2020	137,477.63	.00	
81	EVANS CONSTRUCTION INC	APP#4	hansen st sidewalks SPET	09/16/2020	170,644.67	.00	
Total 81:					308,225.16	.00	
668	FREEDOM MAILING SERVICE I	39099	billing process for 12 months	10/05/2020	947.13	.00	
668	FREEDOM MAILING SERVICE I	39099	Billing process for 12 months	10/05/2020	947.14	.00	
Total 668:					1,894.27	.00	
3521	FRIENDS OF PATHWAYS	1207	START Bike Operations - Septem	09/30/2020	7,816.00	.00	
Total 3521:					7,816.00	.00	
4212	GILLIG LLC	40720919	radiator for bus 202	08/06/2020	5,397.74	.00	
4212	GILLIG LLC	40732130	chain strands	09/15/2020	88.06	.00	
4212	GILLIG LLC	40732131	counter balance asm	09/15/2020	918.35	.00	
4212	GILLIG LLC	40732644	pressure switches	09/16/2020	35.40	.00	
4212	GILLIG LLC	40733154	door valve	09/17/2020	443.19	.00	
4212	GILLIG LLC	40734225	fan control switches	09/22/2020	27.66	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4212	GILLIG LLC	40734226	lamp asm	09/22/2020	265.08	.00	
Total 4212:					7,175.48	.00	
5009	GM SHEET METAL LLC	4099	metal for roof repair at ely springs	09/28/2020	311.88	.00	
Total 5009:					311.88	.00	
2473	GUHEEN, TOM	100220	POT PHYSICAL REIMBURSEME	10/02/2020	155.00	.00	
Total 2473:					155.00	.00	
93	HACH CHEMICAL CO.	12145831	lab supplies for WWTP	10/01/2020	705.90	.00	
Total 93:					705.90	.00	
6740	HAYWIRE INDUSTRIES INC.	1066	Spring Gulch Lift Station - Safety	10/06/2020	5,429.27	.00	
Total 6740:					5,429.27	.00	
4988	HD FOWLER COMPANY	I5498113	1 inch poly pipe for new service c	07/10/2020	228.00	.00	
4988	HD FOWLER COMPANY	I5559346	main shaft repair fire hydrant	08/18/2020	360.62	.00	
4988	HD FOWLER COMPANY	I5591715	valve and parts for a tap on vine s	09/21/2020	769.79	.00	
4988	HD FOWLER COMPANY	I5594703	new valve box tops and lids for ne	09/23/2020	787.98	.00	
Total 4988:					2,146.39	.00	
96	HIGH COUNTRY LINEN	0215623	RUGS @ SHELTER	10/14/2020	61.93	.00	
96	HIGH COUNTRY LINEN	0216505	home ranch operating supplies. c	09/28/2020	7.50	.00	
96	HIGH COUNTRY LINEN	0217018	odor control service	09/30/2020	10.00	.00	
96	HIGH COUNTRY LINEN	0217018	laundry bag and towels	09/30/2020	87.20	.00	
96	HIGH COUNTRY LINEN	0217752	home ranch operating supplies.	10/05/2020	25.31	.00	
96	HIGH COUNTRY LINEN	0218887	home ranch operating supplies. c	10/12/2020	7.50	.00	
96	HIGH COUNTRY LINEN	S0215327	Public Bathroom supplies	09/21/2020	58.50	.00	
96	HIGH COUNTRY LINEN	S0215561	paper towels and garbage bags	09/23/2020	84.00	.00	
96	HIGH COUNTRY LINEN	S0217306	home ranch operating supplies. c	10/01/2020	277.25	.00	
96	HIGH COUNTRY LINEN	S0217307	Deloeny operating supplies. Crea	10/01/2020	248.00	.00	
96	HIGH COUNTRY LINEN	S0218283	Gloves	10/08/2020	36.00	.00	
Total 96:					903.19	.00	
6455	HIRST APPLGATE, LLP	199917	Tastebuds Litigation	10/05/2020	2,845.13	.00	
Total 6455:					2,845.13	.00	
6739	HOLDINGS, EAN	100720	REFUND BOND CASE 20-03-018	10/07/2020	70.00	70.00	10/12/2020
Total 6739:					70.00	70.00	
6041	HOLE FOOD RESCUE	100620	Quarterly Payment for Agreed Up	10/06/2020	5,000.00	.00	
Total 6041:					5,000.00	.00	
5436	Huff House	100120	RETURN BOND B18-0373 LAND	10/01/2020	8,237.00	8,237.00	10/02/2020
5436	Huff House	100620	RETURN BOND B18-0330 DEMO	10/06/2020	5,000.00	5,000.00	10/07/2020
5436	Huff House	100720	RETURN BOND B19-0604 PRO	10/07/2020	12,000.00	12,000.00	10/07/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5436:					25,237.00	25,237.00	
503	HUNT CONSTRUCTION INC	9331	asphalt repair from fixing water v	09/28/2020	1,255.00	.00	
Total 503:					1,255.00	.00	
4677	IDEXX DISTRIBUTION, INC.	3072231963	lab supplies WWTP	10/01/2020	335.79	.00	
Total 4677:					335.79	.00	
5098	JACKSON ANIMAL HOSPITAL	37092	Kittens spay & vet visit (Sammy &	10/01/2020	457.53	.00	
Total 5098:					457.53	.00	
258	JACKSON HOLE COMMUNITY C	878	annual contract 2020-2021	10/01/2020	25,750.00	.00	
Total 258:					25,750.00	.00	
131	JACKSON HOLE NEWS & GUID	100120	Advertising for October DV Aware	10/01/2020	150.00	.00	
131	JACKSON HOLE NEWS & GUID	100220	Advertising for October DV Aware	10/02/2020	250.00	.00	
131	JACKSON HOLE NEWS & GUID	316457	remove invoice 316457	09/09/2020	21.38-	21.38-	10/02/2020
131	JACKSON HOLE NEWS & GUID	316718	P19-129	09/16/2020	42.75	.00	
131	JACKSON HOLE NEWS & GUID	316891	General Penny	09/23/2020	192.00	.00	
131	JACKSON HOLE NEWS & GUID	317151	Council meeting minutes legal pu	09/30/2020	38.48	.00	
131	JACKSON HOLE NEWS & GUID	317153	council meeting minutes legal pub	09/30/2020	363.38	.00	
131	JACKSON HOLE NEWS & GUID	317221	Public Notice P20-161	09/30/2020	29.93	.00	
131	JACKSON HOLE NEWS & GUID	317222	P18-006 Public Notice	09/30/2020	29.93	.00	
131	JACKSON HOLE NEWS & GUID	317223	Public Notice P20-162	09/30/2020	29.93	.00	
131	JACKSON HOLE NEWS & GUID	317316	grease ad for the newspaper	09/30/2020	705.12	.00	
131	JACKSON HOLE NEWS & GUID	317607	START Operator ad 2 weeks	10/07/2020	367.20	.00	
Total 131:					2,177.34	21.38-	
114	JACKSON LUMBER INC	0000592788-0	play sand for paver repair on red	09/02/2020	12.97	.00	
114	JACKSON LUMBER INC	0000592843-0	mortar mix for pavers on redmond	09/02/2020	9.94	.00	
114	JACKSON LUMBER INC	0000598397-0	stringers and spikes	09/21/2020	1,310.56	.00	
114	JACKSON LUMBER INC	0000598417-0	stingers	09/21/2020	237.31	.00	
114	JACKSON LUMBER INC	000059884-00	shingles, blocks	09/22/2020	118.49	.00	
114	JACKSON LUMBER INC	0000598855-0	credit	09/22/2020	355.97-	.00	
114	JACKSON LUMBER INC	0000598863-0	boardwalk materials	09/22/2020	45.00	.00	
114	JACKSON LUMBER INC	0000599066-0	cedar for shims	09/22/2020	24.12	.00	
114	JACKSON LUMBER INC	0000599627-0	PL 400 adhesive	06/23/2020	453.12	.00	
114	JACKSON LUMBER INC	0000599797-0	2x8 decking	09/24/2020	75.52	.00	
114	JACKSON LUMBER INC	0000600376-0	2x8 fir	09/25/2020	219.20	.00	
114	JACKSON LUMBER INC	0000600379-0	2x8 decking	06/25/2020	1,370.69	.00	
114	JACKSON LUMBER INC	0000600407-0	3x6 stingers	09/25/2020	59.33	.00	
114	JACKSON LUMBER INC	0000601318-0	Ely Springs - new roof paint mater	09/29/2020	4.06	.00	
Total 114:					3,584.34	.00	
139	JORGENSEN ASSOCIATES, PC	44893	CCT 2D design 90% details	08/14/2020	8,921.25	.00	
139	JORGENSEN ASSOCIATES, PC	44894	CCT 2C admin and change order	08/14/2020	9,858.15	.00	
139	JORGENSEN ASSOCIATES, PC	44895	materials testing	08/14/2020	225.00	.00	
Total 139:					19,004.40	.00	
5473	KELLERSTRASS ENTERPRISES	1223633	fuel 4800 gallons gas, 5001 diesel	09/15/2020	17,951.84	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5473:					17,951.84	.00	
6738	kynett, jessika	093020	travel reimbursement	09/30/2020	511.76	.00	
Total 6738:					511.76	.00	
156	LOWER VALLEY ENERGY INC	92050-002 09-	3150 S ADAMS CANYON DR, JA	09/30/2020	145.91	.00	
156	LOWER VALLEY ENERGY INC	92050-003 09-	SPRUCE DR PUMP HOUSE, JA	09/30/2020	292.88	.00	
156	LOWER VALLEY ENERGY INC	92050-005 09-	CACHE KUDAR LT, JACKSON,	09/30/2020	55.48	.00	
156	LOWER VALLEY ENERGY INC	92050-006 09-	N CACHE ST LIGHTING, JACKS	09/30/2020	31.05	.00	
156	LOWER VALLEY ENERGY INC	92050-008 09-	CEMETARY, JACKSON, WY	09/30/2020	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-010 09-	ELY SPRINGS RD WELL 6,7,8, J	09/30/2020	4,602.41	.00	
156	LOWER VALLEY ENERGY INC	92050-014 09-	135 E BROADWAY HEAT TAPE,	09/30/2020	79.07	.00	
156	LOWER VALLEY ENERGY INC	92050-016 09-	210 N CACHE ST HOME RANCH	09/30/2020	40.93	.00	
156	LOWER VALLEY ENERGY INC	92050-017 09-	WASTE WATER TRTMT INTERM	09/30/2020	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 09-	RANGEVIEW DR LIFT PUMP CO	09/30/2020	52.70	.00	
156	LOWER VALLEY ENERGY INC	92050-020 09-	S HWY 89 PATHWAY TUNNEL L	09/30/2020	54.76	.00	
156	LOWER VALLEY ENERGY INC	92050-021 09-	150 E PEARL AVE, JACKSON, W	09/30/2020	1,014.97	.00	
156	LOWER VALLEY ENERGY INC	92050-023 09-	RANGEVIEW DR STREET LTS L	09/30/2020	19.54	.00	
156	LOWER VALLEY ENERGY INC	92050-024 09-	SEWER LIFT PUMP, WY	09/30/2020	18.05	.00	
156	LOWER VALLEY ENERGY INC	92050-025 09-	450 W SNOW KING AVE NEW S	09/30/2020	303.22	.00	
156	LOWER VALLEY ENERGY INC	92050-026 09-	450 W SNOW KING AVE SHOP,	09/30/2020	111.90	.00	
156	LOWER VALLEY ENERGY INC	92050-027 09-	RANGEVIEW DR STREET LTS L	09/30/2020	18.31	.00	
156	LOWER VALLEY ENERGY INC	92050-028 09-	RANGEVIEW DR STREET LT LO	09/30/2020	18.25	.00	
156	LOWER VALLEY ENERGY INC	92050-030 09-	RANGEVIEW DR STREET LTS L	09/30/2020	18.05	.00	
156	LOWER VALLEY ENERGY INC	92050-031 09-	MOUNTAIN VIEW LN STREET L	09/30/2020	18.12	.00	
156	LOWER VALLEY ENERGY INC	92050-032 09-	ST LT LOTS 88,89, JACKSON, W	09/30/2020	18.18	.00	
156	LOWER VALLEY ENERGY INC	92050-034 09-	ST LT LOTS 80,81, JACKSON, W	09/30/2020	16.31	.00	
156	LOWER VALLEY ENERGY INC	92050-035 09-	RANGEVIEW DR STREET LTS L	09/30/2020	18.83	.00	
156	LOWER VALLEY ENERGY INC	92050-036 09-	RANGEVIEW DR STREET LTS L	09/30/2020	19.08	.00	
156	LOWER VALLEY ENERGY INC	92050-039 09-	ST LT LOTS 86,87, WY	09/30/2020	17.92	.00	
156	LOWER VALLEY ENERGY INC	92050-040 09-	ST LT LOTS 90,91, JACKSON, W	09/30/2020	18.83	.00	
156	LOWER VALLEY ENERGY INC	92050-041 09-	ST LT LOTS 99,101, WY	09/30/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 09-	ST LT LOTS 68,69, WY	09/30/2020	19.08	.00	
156	LOWER VALLEY ENERGY INC	92050-044 09-	SNOW KING ESTATES BOOSTE	09/30/2020	295.47	.00	
156	LOWER VALLEY ENERGY INC	92050-045 09-	TOWN SQUARE LIGHTS, JACKS	09/30/2020	62.78	.00	
156	LOWER VALLEY ENERGY INC	92050-047 09-	WASTE WATER TRTMT UV BLD	09/30/2020	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 09-	WASTE WATER TRTMT PTB 54	09/30/2020	9,937.59	.00	
156	LOWER VALLEY ENERGY INC	92050-050 09-	2 MG TANK, JACKSON, WY	09/30/2020	17.98	.00	
156	LOWER VALLEY ENERGY INC	92050-051 09-	WELL #5 KARNS MEADOW, JAC	09/30/2020	2,669.04	.00	
156	LOWER VALLEY ENERGY INC	92050-052 09-	WELL #1, JACKSON, WY	09/30/2020	1,317.30	.00	
156	LOWER VALLEY ENERGY INC	92050-053 09-	WELLS #2 & #3, WY	09/30/2020	3,843.20	.00	
156	LOWER VALLEY ENERGY INC	92050-054 09-	CITY WELL ELK REF 1, JACKSO	09/30/2020	20.58	.00	
156	LOWER VALLEY ENERGY INC	92050-055 09-	CITY WELL ELK REF 2, JACKSO	09/30/2020	21.60	.00	
156	LOWER VALLEY ENERGY INC	92050-056 09-	CITY WELL ELK REF 3, JACKSO	09/30/2020	10.41	.00	
156	LOWER VALLEY ENERGY INC	92050-059 09-	440 W SNOW KING AVE POLICE	09/30/2020	9.40	.00	
156	LOWER VALLEY ENERGY INC	92050-060 09-	400 W SNOW KING AVE S GAR	09/30/2020	29.73	.00	
156	LOWER VALLEY ENERGY INC	92050-061 09-	400 W SNOW KING AVE PUBLIC	09/30/2020	91.76	.00	
156	LOWER VALLEY ENERGY INC	92050-074 09-	CRABTREE LN THAW WELL #2,	09/30/2020	16.44	.00	
156	LOWER VALLEY ENERGY INC	92050-078 09-	145 W HANSEN AVE FRONT, JA	09/30/2020	63.82	.00	
156	LOWER VALLEY ENERGY INC	92050-079 09-	145 W HANSEN AVE BACK, JAC	09/30/2020	59.73	.00	
156	LOWER VALLEY ENERGY INC	92050-081 09-	PEARL ST IRR CONTROL & LT,	09/30/2020	23.16	.00	
156	LOWER VALLEY ENERGY INC	92050-082 09-	400 W SNOW KING AVE E STO	09/30/2020	24.64	.00	
156	LOWER VALLEY ENERGY INC	92050-092 09-	3150 S ADAMS CANYON DR ANI	09/30/2020	48.33	.00	
156	LOWER VALLEY ENERGY INC	92050-102 09-	145 W HANSEN AVE FRONT, JA	09/30/2020	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-106 09-	940 SIMON LN, JACKSON, WY	09/30/2020	53.66	.00	
156	LOWER VALLEY ENERGY INC	92050-111 09-	PEARL - WILLOW ST LIGHT, JA	09/30/2020	17.53	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-114 09-	210 N CACHE ST HOME RANCH	09/30/2020	166.20	.00	
156	LOWER VALLEY ENERGY INC	92050-115-369	MULTIPLE STREET LIGHTS	09/30/2020	2,224.89	.00	
156	LOWER VALLEY ENERGY INC	92050-126 09-	SPRING WATER LN LIFT STATI	09/30/2020	21.93	.00	
156	LOWER VALLEY ENERGY INC	92050-127 09-	3337 S CODY CREEK DR LIFT S	09/30/2020	165.97	.00	
156	LOWER VALLEY ENERGY INC	92050-130 09-	3 CREEK RANCH AFFORDABLE	09/30/2020	23.16	.00	
156	LOWER VALLEY ENERGY INC	92050-131 09-	195 E DELONEY AVE RESTROO	09/30/2020	60.19	.00	
156	LOWER VALLEY ENERGY INC	92050-132 09-	160 S MILLWARD ST PARKING	09/30/2020	818.70	.00	
156	LOWER VALLEY ENERGY INC	92050-134 09-	160 S MILLWARD ST PARKING	09/30/2020	10.41	.00	
156	LOWER VALLEY ENERGY INC	92050-332 09-	N GLENWOOD MCCABE PROJE	09/30/2020	29.23	.00	
156	LOWER VALLEY ENERGY INC	92050-334 09-	JOSEPHINE LOOP LOT 15 LIFT	09/30/2020	89.28	.00	
156	LOWER VALLEY ENERGY INC	92050-336 09-	HIDDEN RANCH PATHWAY TUN	09/30/2020	21.67	.00	
156	LOWER VALLEY ENERGY INC	92050-341 09-	210 N CACHE ST HOME RANCH	09/30/2020	20.58	.00	
156	LOWER VALLEY ENERGY INC	92050-342 09-	25 S REDMOND ST LIGHT PED	09/30/2020	31.23	.00	
156	LOWER VALLEY ENERGY INC	92050-345 09-	930 SIMON LN, JACKSON, WY	09/30/2020	85.32	.00	
156	LOWER VALLEY ENERGY INC	92050-353 09-	W DELONEY AVE FOR TOJ BR	09/30/2020	71.70	.00	
156	LOWER VALLEY ENERGY INC	92050-355 09-	S CACHE SE OF CENTER ARTS	09/30/2020	63.30	.00	
156	LOWER VALLEY ENERGY INC	92050-356 09-	55 KARNs MEADOW DR START	09/30/2020	155.81	.00	
156	LOWER VALLEY ENERGY INC	92050-357 09-	55 KARNs MEADOW DR START	09/30/2020	454.72	.00	
156	LOWER VALLEY ENERGY INC	92050-358 09-	650 W BROADWAY PATHWAY L	09/30/2020	64.85	.00	
156	LOWER VALLEY ENERGY INC	92050-359 09-	MILLER PARK PARKING LOT C	09/30/2020	66.46	.00	
156	LOWER VALLEY ENERGY INC	92050-360 09-	1035 W BROADWAY PATHWAY	09/30/2020	29.69	.00	
156	LOWER VALLEY ENERGY INC	92050-361 09-	625 W BROADWAY AVE NEW P	09/30/2020	19.60	.00	
156	LOWER VALLEY ENERGY INC	92050-362 09-	STELLARIA LN/S HWY 89 LIGHT	09/30/2020	19.86	.00	
156	LOWER VALLEY ENERGY INC	92050-363 09-	455 VINE ST UTILITY, JACKSON	09/30/2020	32.34	.00	
156	LOWER VALLEY ENERGY INC	92050-364 09-	65 VIRGINIAN LN #5, JACKSON,	09/30/2020	59.24	.00	
156	LOWER VALLEY ENERGY INC	92050-365 09-	65 VIRGINIAN LN #7, JACKSON,	09/30/2020	76.58	.00	
156	LOWER VALLEY ENERGY INC	92050-367 09-	455 VINE ST APT 3, JACKSON,	09/30/2020	43.44	.00	
156	LOWER VALLEY ENERGY INC	92050-368 09-	455 VINE ST APT 4, JACKSON,	09/30/2020	33.40	.00	
156	LOWER VALLEY ENERGY INC	92050-370 09-	2022 WILDFLOWER CT, JACKS	09/30/2020	46.00	.00	
156	LOWER VALLEY ENERGY INC	92050-371 09-	2022 WILDFLOWER CT, JACKS	09/30/2020	76.22	.00	
156	LOWER VALLEY ENERGY INC	92050-374 09-	455 VINE ST APT 1, JACKSON,	09/30/2020	31.11	.00	
156	LOWER VALLEY ENERGY INC	92050-375 09-	155 E PEARL AVE, JACKSON, W	09/30/2020	24.72	.00	
156	LOWER VALLEY ENERGY INC	92050-376 09-	149 E PEARL AVE, JACKSON, W	09/30/2020	73.12	.00	
156	LOWER VALLEY ENERGY INC	92050-377 09-	145 E PEARL AVE, JACKSON, W	09/30/2020	16.31	.00	
156	LOWER VALLEY ENERGY INC	92050-378 09-	143 E PEARL AVE, JACKSON, W	09/30/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-379 09-	143 E PEARL AVE, JACKSON, W	09/30/2020	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-380 09-	141 E PEARL AVE, JACKSON, W	09/30/2020	37.00	.00	
156	LOWER VALLEY ENERGY INC	92050-381 09-	915 SIMON LN, JACKSON, WY	09/30/2020	69.21	.00	
156	LOWER VALLEY ENERGY INC	92050-382 09-	BUDGE DR LIGHT SYSTEM, JA	09/30/2020	19.92	.00	
156	LOWER VALLEY ENERGY INC	92050-383 09-	SNOW KING DR WATER TANK	09/30/2020	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-385 09-	SPRING CREEK LIFT PUMP, JA	09/30/2020	168.27	.00	
156	LOWER VALLEY ENERGY INC	92050-386 09-	143 E PEARL AVE, JACKSON, W	09/30/2020	16.80	.00	
156	LOWER VALLEY ENERGY INC	92050-388 09-	121 SHERWOOD CT BLDG 2, ET	09/30/2020	6.19	.00	
156	LOWER VALLEY ENERGY INC	92050-389 09-	1640 MARTIN LN LIFT STATION,	09/30/2020	20.96	.00	
156	LOWER VALLEY ENERGY INC	92050-390 09-	400 W SNOW KING AVE HOUSI	09/30/2020	10.00	.00	
156	LOWER VALLEY ENERGY INC	92050-391 09-	400 W SNOW KING AVE PARK	09/30/2020	10.00	.00	
156	LOWER VALLEY ENERGY INC	92050-392 09-	400 W SNOW KING AVE ADMIN,	09/30/2020	121.23	.00	
156	LOWER VALLEY ENERGY INC	92050-393 09-	400 W SNOW KING AVE EMPLO	09/30/2020	76.37	.00	
Total 156:					31,564.65	.00	
3932	MILLER SANITATION	16618	start bus route - 10 cans for 9 day	10/01/2020	315.00	.00	
Total 3932:					315.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	3874350005	credit	07/20/2020	63.73-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4623:					63.73-	.00	
257	NAPA AUTO PARTS INC.	943881	ATF	09/15/2020	66.84	.00	
257	NAPA AUTO PARTS INC.	944030	funnel	09/16/2020	3.42	.00	
257	NAPA AUTO PARTS INC.	944099	belts and conditioner	09/16/2020	72.73	.00	
257	NAPA AUTO PARTS INC.	945234	air filters	09/22/2020	13.78	.00	
257	NAPA AUTO PARTS INC.	945519	air filters	09/23/2020	29.68	.00	
257	NAPA AUTO PARTS INC.	945521	air filters	09/23/2020	47.88	.00	
257	NAPA AUTO PARTS INC.	945898	oil filters	09/24/2020	174.50	.00	
257	NAPA AUTO PARTS INC.	948470	hitch for new valve trailer	10/07/2020	129.98	.00	
Total 257:					538.81	.00	
187	NELSON ENGINEERING	52149	REVIEW WATER AND SEWER D	04/30/2020	82.50	.00	
187	NELSON ENGINEERING	53189	SCOTT LANE AND MAPLE WAY	08/31/2020	8,451.25	.00	
187	NELSON ENGINEERING	53242	SCOTT LANE AND MAPLE WAY	09/28/2020	12,754.25	.00	
Total 187:					21,288.00	.00	
6726	NOVA COLLECTIVE	210360	Diversity Inclusion Equity Training	10/01/2020	9,000.00	.00	
Total 6726:					9,000.00	.00	
6304	ON BOARD INNOVATIONS, LLC	08-26-2020	White Board Video - General Pen	08/26/2020	2,500.00	.00	
Total 6304:					2,500.00	.00	
1504	ONE CALL OF WYOMING	57178	one call tickets for Sept	10/07/2020	235.50	.00	
1504	ONE CALL OF WYOMING	57178	one call tickets for Sept	10/07/2020	235.50	.00	
Total 1504:					471.00	.00	
226	O'RYAN CLEANERS	1000805-09-01	Uniform Cleaning	08/01/2020	57.40	.00	
Total 226:					57.40	.00	
5302	PARTSMaster	23582056	tool replacement light duty	09/01/2020	47.68	.00	
Total 5302:					47.68	.00	
6260	POLISEO, FLOREN	100720	mailed executed agreement to W	10/07/2020	8.00	.00	
Total 6260:					8.00	.00	
6068	POWER ENGINEERING CO, INC	0229769-IN	SK Ice Rink - Ammonia ice plant	09/29/2020	1,342.58	.00	
Total 6068:					1,342.58	.00	
262	PRAZMA PAINT & AUTO BODY	19130	Repair for CSO Chevy Colorado d	10/09/2020	1,734.15	.00	
Total 262:					1,734.15	.00	
6483	PREMIER TRUCK- SALT LAKE C	775222175	temp sensor	09/18/2020	220.14	.00	
6483	PREMIER TRUCK- SALT LAKE C	775223887	sensors	09/22/2020	51.87	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775212187	CREDIT	09/21/2020	458.88-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775216996	CREDIT	09/21/2020	191.19-	.00	
6483	PREMIER TRUCK- SALT LAKE C	MC775208743	CREDIT	09/21/2020	764.75-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6483:					1,142.81-	.00	
6594	PROTERRA	1019914	Proterra Buses	09/18/2020	311,049.50	.00	
6594	PROTERRA	1019915	Proterra Buses	09/18/2020	311,049.50	.00	
6594	PROTERRA	1019916	Proterra Buses	09/18/2020	311,049.50	.00	
6594	PROTERRA	1019917	Proterra Buses	09/18/2020	311,049.50	.00	
6594	PROTERRA	1019918	Proterra Buses	09/18/2020	311,049.50	.00	
6594	PROTERRA	1019919	Proterra Buses	09/18/2020	311,049.50	.00	
6594	PROTERRA	1019920	Proterra Buses	09/18/2020	311,049.50	.00	
6594	PROTERRA	1019921	Proterra Buses	09/18/2020	311,049.50	.00	
Total 6594:					2,488,396.00	.00	
6613	QUADIENT, INC DEPT 3689	092920	postage	09/29/2020	1,000.00	.00	
Total 6613:					1,000.00	.00	
3761	RAE, JOSHUA	000126	boardwalk reconstruction	09/30/2020	4,068.00	.00	
Total 3761:					4,068.00	.00	
6069	RAFTELIS	16719	capacity study water	09/26/2020	2,533.13	.00	
6069	RAFTELIS	16719	capactiy study sewer	09/26/2020	2,533.12	.00	
Total 6069:					5,066.25	.00	
1839	RAFTER J IMPROV/SERV DIST	4606	Quarterly Billing	10/01/2020	146.43	.00	
Total 1839:					146.43	.00	
4125	ROSS CONCRETE CONST LLC	09012020	concrete curb and gutter repair	09/01/2020	1,620.00	.00	
Total 4125:					1,620.00	.00	
5543	RUSH TRUCK CENTER, IDAHO	3020800877	RECYCLE	09/21/2020	889.00	.00	
Total 5543:					889.00	.00	
6742	SEVEN GENERATIONS CONST	101220	REFUND BOND B20-0739 1255	10/12/2020	15,000.00	15,000.00	10/12/2020
Total 6742:					15,000.00	15,000.00	
4359	SHERWIN-WILLIAMS CO.	6955-6	COVID - fog cleaner	09/18/2020	252.99	.00	
4359	SHERWIN-WILLIAMS CO.	7026-5	COVID - Fog cleaner	09/22/2020	80.25	.00	
4359	SHERWIN-WILLIAMS CO.	7203-1	red paint for curbs	09/11/2020	80.25	.00	
4359	SHERWIN-WILLIAMS CO.	7564-6	CREDIT	09/18/2020	52.99-	.00	
Total 4359:					360.50	.00	
6365	SIGN IT NOW INC	4542	Safety Signs	09/24/2020	279.09	.00	
6365	SIGN IT NOW INC	4551	Safety Sign	09/30/2020	50.90	.00	
Total 6365:					329.99	.00	
4548	SILVER CREEK SUPPLY	S2193694.001	equipment fittings	08/11/2020	34.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4548:					34.50	.00	
585	SINCLAIR, TYLER	100520	Voucher for dishwasher part purc	10/05/2020	76.11	.00	
Total 585:					76.11	.00	
236	SMITH POWER PRODUCTS,INC	3120045	trans parts for bus 276	07/21/2020	1,829.18	.00	
236	SMITH POWER PRODUCTS,INC	3122336	trans parts for bus 276	08/19/2020	1,664.98	.00	
Total 236:					3,494.16	.00	
5632	SNAKE RIVER MEP COMPLETE,	4907	Deloney Car Charger - CPU Repl	09/23/2020	135.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	6004	Fix Blr Leak, Move DEF reels, Plu	09/23/2020	6,453.00	.00	
Total 5632:					6,588.00	.00	
4699	SNAKE RIVER ROASTING	672978	Coffee - 2 bags	10/08/2020	102.45	.00	
Total 4699:					102.45	.00	
241	ST JOHN'S HOSPITAL	50000365	Draw Collection Fees for arrestee	10/07/2020	455.00	.00	
Total 241:					455.00	.00	
4874	STANDARD DRYWALL, INC	100520	WWTP - Mouse Remediation Ceili	10/05/2020	384.00	.00	
Total 4874:					384.00	.00	
581	TETON COUNTY INTEGRATED	5454	annual RRR Business Leader fee	09/29/2020	25.00	.00	
581	TETON COUNTY INTEGRATED	5493	Public Works - cardboard recyclin	10/01/2020	309.00	.00	
581	TETON COUNTY INTEGRATED	5572	Shredding Fees	10/04/2020	70.12	.00	
Total 581:					404.12	.00	
55	TETON COUNTY SHERIFF'S-JAI	577	Ball, Angelina; Felusiak, Piotr; Mc	10/07/2020	216.00	.00	
Total 55:					216.00	.00	
1355	TETON COUNTY TRANSFER ST	479509	boardwalk reconstruction	09/21/2020	66.00	.00	
1355	TETON COUNTY TRANSFER ST	479510	boardwalk reconstruction	09/21/2020	100.00	.00	
1355	TETON COUNTY TRANSFER ST	481112	const demo	09/29/2020	45.00	.00	
Total 1355:					211.00	.00	
392	TETON LITERACY CENTER	093020	quarterly social service payment	09/30/2020	5,500.00	.00	
Total 392:					5,500.00	.00	
268	TETON MOTORS INC	5095762 1	door latch	09/14/2020	175.04	.00	
268	TETON MOTORS INC	5095781 1	filter kit	09/15/2020	42.95	.00	
268	TETON MOTORS INC	5095804 1	belt, tensioner	09/16/2020	53.57	.00	
268	TETON MOTORS INC	5095807 1	sensor	09/16/2020	44.39	.00	
268	TETON MOTORS INC	5095810 1	tensioner	09/17/2020	51.89	.00	
268	TETON MOTORS INC	5095837 1	fuel line	09/18/2020	47.01	.00	
Total 268:					414.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3162	TETON TRASH REMOVAL, INC.	20 OCT 940	12 months of trash removal for 14	10/01/2020	47.00	.00	
Total 3162:					47.00	.00	
298	TETON YOUTH & FAMILY SERV	093020	Social Service payments	09/30/2020	45,320.00	.00	
Total 298:					45,320.00	.00	
3237	THE AFTERMARKET PARTS CO	31015116	PUMP COOLANT, BOOST B	11/19/2019	683.59	.00	
3237	THE AFTERMARKET PARTS CO	81921999	clearance lamps	11/12/2019	117.60	.00	
3237	THE AFTERMARKET PARTS CO	81980071	HEADLAMPS BULBDS	01/20/2009	297.63	.00	
3237	THE AFTERMARKET PARTS CO	82035214	HUB AND CUP WHEEL STUDS	02/28/2020	1,058.20	.00	
Total 3237:					789.84	.00	
3955	THOMSON WEST	843070344	MONTHLY CHARGE	09/30/2020	446.92	.00	
3955	THOMSON WEST	843070344	MONTHLY CHARGE	09/30/2020	446.93	.00	
Total 3955:					893.85	.00	
6579	TITLE 22 CONSULTANTS	092720	Plat Review P20-179	09/27/2020	506.80	.00	
Total 6579:					506.80	.00	
777	UPPER CASE PRINTING INK	16265	bill inserts for freezing pipes	09/21/2020	527.25	.00	
777	UPPER CASE PRINTING INK	16270	1/3 SHEET AMENDMENT A	09/24/2020	66.69	.00	
Total 777:					593.94	.00	
6731	VINCI LAW OFFICE LLC	10072020	GARNISHMENT #18119	10/07/2020	252.13	252.13	10/07/2020
Total 6731:					252.13	252.13	
6319	VIRGINIAN VILLAGE CONDO H	390	HOA FEES	10/02/2020	540.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	390	HOA FEE	10/02/2020	540.00	.00	
Total 6319:					1,080.00	.00	
3420	VISA	Administrator 5		09/18/2020	400.00	.00	
3420	VISA	Administrator 5	NSPE job board	09/18/2020	420.00	.00	
3420	VISA	Administrator 5	Peak Season	09/18/2020	169.00	.00	
3420	VISA	Administrator 5	facebook ads	09/18/2020	7.24	.00	
3420	VISA	Administrator 5	Denver Post	09/18/2020	450.00	.00	
3420	VISA	Administrator 5	coolworks	09/18/2020	149.00	.00	
3420	VISA	Administrator 5	oregonian publishing	09/18/2020	500.78	.00	
3420	VISA	Administrator 5	overstock	09/18/2020	365.15	.00	
3420	VISA	Administrator 5	johnson roberts	09/18/2020	17.50	.00	
3420	VISA	Administrator 5	coolworks	09/18/2020	169.00	.00	
3420	VISA	ANIMAL SHEL		09/18/2020	149.17	.00	
3420	VISA	ANIMAL SHEL	amazon	09/18/2020	53.90	.00	
3420	VISA	ANIMAL SHEL	petco	09/18/2020	53.99	.00	
3420	VISA	IT 6908 09/18/		09/18/2020	90.00	.00	
3420	VISA	IT 6908 1	garamin	09/18/2020	65.95	.00	
3420	VISA	IT 6908 2	amazon	09/18/2020	78.99	.00	
3420	VISA	IT 6908 3	iphone payment	09/18/2020	129.00	.00	
3420	VISA	IT 6908 4	dish network	09/18/2020	.05	.00	
3420	VISA	IT 6908 5	logmein	09/18/2020	25.44	.00	
3420	VISA	Police 0355 09/		09/18/2020	60.47	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Police 1115 09/		09/18/2020	296.86	.00	
3420 VISA		Police 1115 1	daigle law group training	09/18/2020	595.00	.00	
3420 VISA		Police 1115 2	delta airlines	09/18/2020	455.20	.00	
3420 VISA		Police 1115 3	high country linen	09/18/2020	123.86	.00	
3420 VISA		Police 1115 4	iapc	09/18/2020	200.00	.00	
3420 VISA		Police 1115 5	ups	09/18/2020	87.23	.00	
3420 VISA		Police 1115 6	LLRM training	09/18/2020	590.00	.00	
3420 VISA		Police 1115 7	staples	09/18/2020	76.27	.00	
3420 VISA		Public Works 8		09/18/2020	268.55	.00	
3420 VISA		Public Works 8	my parking permits	09/18/2020	286.62	.00	
3420 VISA		Public Works 8	esri gis class	09/18/2020	1,050.00	.00	
3420 VISA		Public Works 8	esri gis class	09/18/2020	1,050.00	.00	
3420 VISA		Public Works 8	amamzn spray paint	09/18/2020	45.28	.00	
3420 VISA		Public Works 8	amazon door sweep	09/18/2020	313.92	.00	
3420 VISA		Public Works 8	super brite leds inc	09/18/2020	147.31	.00	
3420 VISA		Public Works 8	wyo tech tranfer center	09/18/2020	95.00	.00	
3420 VISA		Public Works 8	staples	09/18/2020	21.19	.00	
3420 VISA		Public Works 8	esri gis class	09/18/2020	1,400.00	.00	
3420 VISA		Public Works 8	amazon repair kit	09/18/2020	13.37	.00	
3420 VISA		Public Works 8	amazon oil drain w/pump	09/18/2020	329.99	.00	
3420 VISA		Public Works 8	amazon shop tool	09/18/2020	149.96	.00	
3420 VISA		START 9340	amazon tyvek suit for cleaning	09/18/2020	128.96	.00	
3420 VISA		START 9340 0		09/18/2020	41.12	.00	
3420 VISA		Victim Services	ronbut enterprises	09/18/2020	305.76	.00	
3420 VISA		Victim Services	cowboy coffee	09/18/2020	95.21	.00	
3420 VISA		Victim Services	coca cola	09/18/2020	38.60	.00	
Total 3420:					11,559.89	.00	
6494 WELLER TRUCK PARTS		402125731	transmission for bus 1600	08/20/2020	14,638.51	.00	
6494 WELLER TRUCK PARTS		402143279	credit	09/09/2020	6,282.00-	.00	
Total 6494:					8,356.51	.00	
563 WESTBANK SANITATION		3515247	WWTP - Mouse remediation	10/01/2020	606.22	.00	
563 WESTBANK SANITATION		3516584	Ely Springs Well House Roof	10/01/2020	128.38	.00	
Total 563:					734.60	.00	
1640 WESTERN STATE		IN001428382	service call	09/23/2020	1,115.18	.00	
Total 1640:					1,115.18	.00	
2802 WESTWOOD CURTIS		100820 APP5	PayAp 5 Cache Creek Tube Phas	10/08/2020	112,281.01	.00	
Total 2802:					112,281.01	.00	
472 WHITE GLOVE CLEANING, INC.		231B	Vine Apt-1 Move Out Cleaning	09/04/2020	272.26	.00	
472 WHITE GLOVE CLEANING, INC.		6581	COVID Fog Cleaning at HRanch,	09/29/2020	2,145.00	.00	
472 WHITE GLOVE CLEANING, INC.		6632	janitorial services m/w/f start bus	09/30/2020	1,590.00	.00	
472 WHITE GLOVE CLEANING, INC.		6632	sheler and windo cleanings, trash	09/30/2020	1,458.13	.00	
Total 472:					5,465.39	.00	
3619 WY CHILD SUPPORT ENFORCE		10072020	case #209790	10/07/2020	146.76	146.76	10/07/2020
Total 3619:					146.76	146.76	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6733	Wyoming Business Alliance	2607	Annual Membership Fee	07/01/2020	400.00	.00	
Total 6733:					400.00	.00	
4198	WYOMING FIRST AID & SAFETY	194326	first aid station restocking	09/24/2020	137.43	.00	
Total 4198:					137.43	.00	
6717	WY-TEST	36228	pre-employment drug test - willia	09/22/2020	80.00	.00	
6717	WY-TEST	36251	pre-employment fta drug test, ran	09/25/2020	80.00	.00	
6717	WY-TEST	36257	pre-employment fta drug test, ran	09/28/2020	80.00	.00	
6717	WY-TEST	36270	random drug test	09/29/2020	80.00	.00	
6717	WY-TEST	36300	DOT/FTA Pre-employment drug t	10/02/2020	80.00	.00	
6717	WY-TEST	36337	DOT/FTA Pre-employment drug t	10/06/2020	80.00	.00	
6717	WY-TEST	36339	DOT/FTA Pre-employment drug t	10/07/2020	80.00	.00	
Total 6717:					560.00	.00	
2842	YELLOW IRON EXCAVATION, L	50464	12 months of trash removal - 915	09/30/2020	32.00	.00	
2842	YELLOW IRON EXCAVATION, L	50551	12 months of trash removal 455 Vi	10/01/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	50551	12 months of trash removal 455 vi	10/01/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	50551	12 months of trash removal 455 vi	10/01/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	50551	12 months of trash removal 455 Vi	10/01/2020	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	50703	12 months of trash removal 155 e	09/30/2020	120.00	.00	
2842	YELLOW IRON EXCAVATION, L	50705	additional trash cans on the squar	09/30/2020	1,140.00	.00	
Total 2842:					1,362.00	.00	
Grand Totals:					3,358,161.03	47,851.11	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

EVENT NAME:

Event Name: n/a Physical Address of Event: n/a
Description of Event: n/a
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Becoming Jackson Whole Phone: 208-399-2232
E-mail: PO Box 4717 Jackson WY ZIP: 83001
programs@becomingjacksonwhole.org Non-Profit: ☒ For Profit: ☐

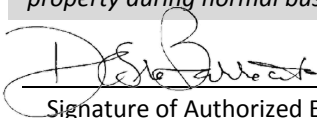
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: <u>Town of Jackson Snow King Ballfield</u>
Physical Address: <u>105 Buffalo Way, Jackson</u>	Physical Address: <u>Snow King Ave, Jackson</u>
Dates of Display: <u>Oct. 25-31; Nov. 15-21; Dec. 13-19</u>	Dates of Display: <u>Nov 1-14</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

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


Signature of Authorized Event Applicant

Deb Barracato

Applicant Name Printed

9/9/2020

Date

strategy consultant

Title

From: [Becoming Jackson Whole](#)
To: [Tiffany Stolte](#)
Subject: RE: sign permits
Date: Wednesday, September 09, 2020 5:19:10 PM
Attachments: [Temporary_Sign_Permit_App_BecomingJacksonWhole.pdf](#)
[BJW_AlbertsonsBanner_Proof.PNG](#)
[BJW_SnowKingBallparkSign_Proof.PNG](#)

Hi Tiffany,

I believe I have everything here that you need but please let me know if I missed anything.

These are single-sided banners on 13 -oz vinyl hemmed all around with grommets every 2-3 feet that allow us to install them using zipties. I've attached PNGs showing the design (white background, blue graphics). The banner for Albertsons is 120" x 144" and the one for the Snow King ballpark fence is 84" x 144".

Please let me know if you need anything else from us before the next Town Council meeting. Thanks so much!

Deb Barracato

for Becoming Jackson Whole

208.399.2232

From: Tiffany Stolte <TStolte@jacksonwy.gov>
Sent: Wednesday, September 9, 2020 12:06 PM
To: Becoming Jackson Whole <programs@becomingjacksonwhole.org>
Subject: RE: sign permits

When you apply for the Temporary Sign your application goes to the Town Council. If and when the Town Council approves your application, that is when you will have the ball field reserved.

Best,

Tiff

TIFFANY STOLTE
PLANNING & BUILDING DEPT — OFFICE MANAGER
TOWN OF JACKSON
P.O. Box 1687
JACKSON, WY 83001
(307) 733-0440 x1304
tstolte@jacksonwy.gov
www.townofjackson.com

Thank you for your email. The Town's Planning and Building Department office has reopened to a limited amount of people to protect against the spread of the Coronavirus. We are continuing to have all Planning and Building applications accepted and processed digitally. We will return all phone calls and emails as soon as possible. Please see the Planning and Building Department's website for more details on how to submit your application and for other important information. Also, please check the website frequently for updates. Have a nice day

From: Becoming Jackson Whole <programs@becomingjacksonwhole.org>
Sent: Wednesday, September 09, 2020 11:26 AM
To: Tiffany Stolte <TStolte@jacksonwy.gov>
Subject: RE: sign permits

Hi Tiffany,

Thanks so much for your help walking us through this process. I got on the schedule to hang our banner at Albertson's for several different weeks after the October 19 Town Council meeting, so I am about ready to submit our application.

Can you help me reserve dates for the fence at the Snow King ballpark? We'd love to get a week or two there (not consecutive) if it's available. Any time during the remainder of this year after that October 19 meeting would be great.

Thank you!

Deb

From: Tiffany Stolte <TStolte@jacksonwy.gov>
Sent: Tuesday, September 8, 2020 10:40 AM
To: Becoming Jackson Whole <programs@becomingjacksonwhole.org>
Subject: RE: sign permits

Hello Deb – The next Town Council meeting you can go to is the October 19th meeting and your application needs to be submitted Monday September 14th.

Below is a link to our webpage:

[Temporary Sign Permit](#)

You can call or email me with any questions.

Best,

Tiff

TIFFANY STOLTE
PLANNING & BUILDING DEPT — OFFICE MANAGER
TOWN OF JACKSON
P.O. BOX 1687
JACKSON, WY 83001
(307) 733-0440 x1304
tstolte@jacksonwy.gov
www.townofjackson.com

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application and for other important information. Also, please check the website frequently for updates. Have a nice day

From: Becoming Jackson Whole <programs@becomingjacksonwhole.org>

Sent: Tuesday, September 08, 2020 10:27 AM

To: Tiffany Stolte <TStolte@jacksonwy.gov>

Subject: sign permits

Hi Tiffany,

I hope you had a fun holiday weekend. I am contacting you again on behalf of Becoming Jackson Whole. We would like to schedule additional times to hang our banners, if possible, at Albertson's and also on the fence at the Snow King ball field, with proper permits.

Can you tell me the process? Do I need to schedule dates and then apply for the permits? What would be the soonest the requests could go to the commissioners for approval? And what do you need to accompany the permit application?

Thanks so much for your help!

Deb Barracato

208.399.2232

Inhale.
Count to three.
Exhale.

You just practiced a
moment of mindfulness.

To learn more about how these
mental fitness exercises benefit you,
visit becomingjacksonwhole.org



BECOMING
5 of 6 JACKSON WHOLE

Straighten your back and relax your shoulders.

You just practiced a
moment of mindfulness.

To learn more about how these
mental fitness exercises benefit you,
visit becomingjacksonwhole.org



BECOMING
JACKSON WHOLE

6 of 6

STAFF REPORT



Meeting Date:	October 19, 2020	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	2021 Rodeo Dates and 2020 Rodeo Report	Public Comment:	Consent - Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to approve the 2021 rodeo dates for the upcoming rodeo season and accept the 2020 Rodeo Report pursuant to the Rodeo Concession Agreement.

Requested Action.

Staff requests Council approve the rodeo dates for the 2021 Rodeo Season and accept the 2020 Rodeo Report as presented.

Recommendations.

Staff recommends Town Council approve the rodeo schedule for 2021 as agreed upon by the Administrative Authority and the Concessionaire that includes the removal of the September 3 date and accept the 2020 Rodeo Season Report as presented.

Background.

Rodeo Dates

The Rodeo Concession Agreement sets forth that the rodeo shall be produced on Wednesday and Saturday throughout the Rodeo Season (Friday of Memorial Day Weekend through the day after Labor Day), additionally on July 4th and may be produced on eight additional dates upon mutual agreement between the Rodeo Concessionaire and the Administrative Authority (Teton County). This schedule must then receive approval from the Town Council by October 31 of each year. The proposed rodeo schedule is attached. Because the World Series of Roping has moved their event to another community, there is no conflict for rodeos during that time. The Rodeo Concessionaire has noted 9 additional dates (Fridays) in the event the Town Council wanted to remove one date. If the Council is comfortable with the schedule as presented, the Concessionaire will remove the last Friday on the schedule (September 3) to comply with the requirement of only 8 additional dates during the season. The Administrative Authority and the Rodeo Concessionaire fully agree upon the proposed schedule for 2021.

Rodeo Report

The Rodeo Concession Agreement sets forth the following language regarding the annual report.

Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season's rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each year. Priority of consideration shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

There are no recommendations for amendments to the Concession Agreement and the report is attached to the staff report. Teton County and JH Rodeo cooperated well over this past year and have mutually agreed upon the items in the annual report.

The rodeo concession was significantly impacted by COVID-19 and staff will have the total proceeds amount at the Council meeting on October 19. The minimum concession fee is \$50,000 or 10% of gross proceeds and previous years the amount has been close to \$100,000.

Analysis.

This is the first time in many years that there has been agreement between Teton County and JH Rodeo on the proposed dates and the content of the concession agreement. As you may recall noted amendments were made last year to the agreement. Town staff is very pleased with the cooperation shown by both parties.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

Rodeos in Jackson are part of the historic culture of the community and our ranching heritage. Rodeos also add to the diversity and balance of our economy by providing events that allow for local participants from dude and working ranches but also serve the tourist base of our economy. Support for the production of a quality rodeo is also important and relates to Common Value 3, Quality of Life.

Fiscal Impact.

There are no fiscal impacts associated with approval of the 2021 proposed schedule and acceptance of the report. Once the final payment is received from the Rodeo Concessionaire for the 2020 season, the Council will be informed of that amount. Pursuant to the Rodeo Grounds Management Agreement (RGMA) between the Town and the County, the Town passes through a minimum of \$10,000 and a maximum of \$60,000 (at no time exceeding the amount received from the Concessionaire) to Teton County for management of the grounds on our behalf. This pass through of funds usually occurs in the spring following the previous season.

Staff Impact.

The staff impact of approving the rodeo dates is positive in that it provides Town of Jackson and the Administrative Authority employees the information they need to plan in advance for use of the rodeo grounds. Preparation of the staff report was limited this year due to the agreement between the parties and is estimated at 2 hours of staff time for the Assistant Town Manager. Teton County (our Administrative Authority) and their employees spent additional time (significantly less than previous years) in meeting with the Concessionaire and preparing the report.

Attachments or Links.

2021 Proposed Rodeo Schedule and 2020 Annual Report.

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

I move to approve the rodeo schedule for 2021 as agreed upon by the Administrative Authority and the Concessionaire that includes the removal of the September 3 date and accept the 2020 Rodeo Season Report as presented.

2021 Proposed Rodeo Schedule

MAY						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23	24	25	26	27	28	29 Rodeo
30	31					

JUNE						
		1	2 Rodeo	3	4	5 Rodeo
6	7	8	9 Rodeo	10	11	12 Rodeo
13	14	15	16 Rodeo	17	18	19 Rodeo
20	21	22	23 Rodeo	24	25	26 Rodeo
27	28	29	30 Rodeo			

JULY						
				1	2 Rodeo	3 Rodeo
4 Rodeo	5	6	7 Rodeo	8	9 Rodeo	10 Rodeo
11	12	13	14 Rodeo	15	16 Rodeo	17 Rodeo

18	19	20	21 Rodeo	22	23 Rodeo	24 Rodeo
25	26	27	28 ?Fair?	29	30	31

August

1	2	3	4 Rodeo	5	6 Rodeo	7 Rodeo
8	9	10	11 Rodeo	12	13 Rodeo	14 Rodeo
15	16	17	18 Rodeo	19	20 Rodeo	21 Rodeo
22	23	24	25 Rodeo	26	27 Rodeo	28 Rodeo
29	30	31				

September

			1 Rodeo	2	3 ?Rodeo?	4 Rodeo
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Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair and administer the year-round use of the fairgrounds while promoting the western heritage, uniting urban and rural communities in celebration.

Rodeo Grounds Walk-Through

Wednesday September 16th, 2020 @ 10:00AM

Present: Rachel Grimes, Judi Nickell, Shawn Hochhalter, Bodee Wilson, & Jason Wheeldon

JH Rodeo Maintenance/Improvement Projects for 2021 Season

(These requests were made by the Rodeo Concessionaire and will be considered by Teton County).

- New windows in the Crow's Nest that slide up and down instead of right and left
- Extend the SW and SE covered bleachers higher by adding 4-5 more rows
- Replace decking at ticket booths with concrete pads
- Lay asphalt for ADA access from NE ticket booth building to NW uncovered bleacher
- Purchase a new mesh gate for the alleyway from the loading dock to the stock pens

Items to be Addressed by Teton County

(These items were jointly identified by the parties during walk-through and will be addressed by Teton County as soon as possible).

- NE Men's Restroom, light is burnt out and needs replaced with a LED bulb
- Call Macy's to come clean concession stand grease traps before the facility is winterized
- Schlage lock on the Crow's Nest PA Room door needs a new battery
- Work on leveling the rodeo arena before next season because the west end is lower than the east end
- Handicap ramp from bucking chutes to NW uncovered bleacher, refasten the side panel
- Water reel on the west side of the arena needs to be dug up and put on a wheeled device so it can be used properly

Items to be Addressed by JH Rodeo

(These items were jointly identified by the parties during walk-through and will be addressed by the Rodeo Concessionaire as soon as possible).

- Everything looked exceptionally clean this year; better than I've seen it yet. Thank you JH Rodeo!
- Bodee is going to talk to Preifert about a new roping chute, (3000 head warranty – after 3000 head of cattle has been run through the chute, Preifert will replace it with a new one at no charge)

Other

We need figure out a better system for JH Rodeo contestant camping and stalling for 2021. The Fairgrounds did not collect as much money as they had anticipated over the season. We received \$135 from 4th of July weekend and less than \$100 from the rest of the season. Staff saw contestants camped on a few Saturday and Sunday mornings, however, the paperwork and money for those outfits were never turned into the Fair Office.

JH Rodeo had challenges with selling camping but not having access to stalls. Many of their contestants who camp, also have horses and need stalls. Should camping and stalling all be handled through the Fair Office or through the rodeo entry office? It's difficult for the Fair Office to handle camping since we close at 5:00PM, which is right as slack is getting started and contestants are arriving on-site.

STAFF REPORT



MEETING DATE & TITLE: October 19, 2020 Town Council Regular Meeting

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Floren Poliseo, PW Director

SUBJECT: Acceptance of OSLI CWC Grants 15454 & 15455

PUBLIC COMMENT:

PURPOSE & POLICY CONSIDERATIONS:

The purpose of this item is for Town Council to review and approve for Mayor's execution a grant agreement with the Office of State Lands and Investments (OSLI) for reallocated County Wide Consensus (CWC) 15/16 grant funds by the State Loan and Investment Board (SLIB).

REQUESTED ACTION:

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

RECOMMENDATION:

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

BACKGROUND:

The County Commission and Town Council approved staff applying for this CWC grant funds reallocation at the 6/1/2020 JIM via resolutions by each entity. The Town submitted reallocations of unused funds from prior approved CWC-15250 TE grant funding for Budge Drive Landslide to the Cache Creek Tube Improvement Project and the Rancher Street complete street project. SLIB approved the reallocations at their 8/6/2020 board meeting.

ANALYSIS:

As communicated at the 6/1/2020 JIM, these grant funds were previously budgeted and allocated to the Budge Drive Landslide project. That project was subsequently funded with 2016 SPET approval. Landslide mitigation has been completed and remaining landslide expenditures include recurring monitoring for movement. Staff feels that reallocating remaining funds to the two identified projects is the best use of grant funds. Cache Creek Tube is a multi-phase project currently in process. Rancher Street is in design phase with construction currently planned in FY2022 (pending budget approval). Utilizing \$810,000 for Cache and \$36,421 for Rancher can help the Town fund these projects during our reduced pandemic budget.

ALTERNATIVES (Optional):

While staff's recommendation is to approve the reallocations as proposed, Council may alternatively choose to vote against any reallocation at this time, or to vote on the reallocation to each project separately.

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 \$846,421 grant revenue. These funds are in the adopted budget as presented to Council this past spring and will offset other non-grant-funded projects and help mitigate the longer-term impacts of the reduced pandemic budget on Public Works' CIP. Matching funds are required for this grant and are built into the adopted FY2021 budget.

STAFF IMPACT:

Staff will spend approximately 5 hours per month documenting and submitting for reimbursement. There will be minimal annual staff time producing these documents should OSLI or Town auditors require them.

ATTACHMENTS OR LINKS:

County Wide Consensus Grant 15454

County Wide Consensus Grant 15455

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

I move to approve the CWC Grant Agreements 15454 and 15455 between the Office of State Lands and Investments and the Town of Jackson and authorize the Mayor to execute all necessary documents.

**STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD**

GRANT AGREEMENT

1. **Parties.** The parties to this Grant 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 provide grant funds approved by the State Loan and Investment Board (SLIB) to the Grantee under Chapter 3, Federal Mineral Royalty Capital Construction Account Grants (Rules), to be used for the Cache Creek Tube Improvement Project project (PROJECT).
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 completion or termination of the project and disbursement, consistent with Chapter 3 § 9(c) of the State Loan and Investments Board's Rules. All services shall be completed during this term.
4. **Payment.**
 - A. OSLI agrees to pay the Grantee for the PROJECT described herein. Total payment under this Agreement shall not exceed Eight Hundred Ten Thousand and 00/100 USD (\$810,000). Payment shall be made in accordance with Attachment A, Payment Schedule, which is attached to and incorporated into this Agreement by this reference, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of OSLI.
 - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.
5. **Responsibilities of Grantee.** The Grantee agrees:

- A. Grantee shall comply with the special conditions set forth in Attachment A.
- B. The granted funds shall be spent only for the described purpose or project in the submitted application, which is attached to and incorporated into this Agreement as Attachment B, Application. The granted funds shall not be spent for any other purpose or project.
- C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.
- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this Agreement, SLIB rules, and all other state and federal laws.
- E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide OSLI, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- F. OSLI, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant 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.
- G. 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, if receiving funding from the Mineral Royalty Grant Program.

6. **Responsibilities of OSLI.** OSLI agrees:

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 3 rules, under this Agreement and other state law, and provided further that the Grantee is in compliance with this Agreement, SLIB rules, and all other state and federal laws.

7. **Special Provisions.**

- A. To request reimbursement for eligible expenditures, the Grantee must complete and submit Grant Draft Request (GDR) form, incorporated herein by this reference, (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of engineering. All GDR forms shall be signed by the Grantee's authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the GDR form are authorized to sign

on behalf of the Grantee. The Grantee shall ensure that grant funds are spent in accordance with this agreement, and state and federal law.

- B.** Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is seventy eight percent (78%).
- C.** According to Chapter 3, Section 5(d)(iii) of the Rules, the maximum amount reimbursable for engineering costs is limited to twenty percent (20%) of the grant amount approved, if applicable One Hundred Sixty Two Thousand and 00/100 USD (\$162,000.00).
- D.** If the SLIB provides additional funding for this project, OSLI will recalculate the disbursement percentage and will make disbursements based upon that percentage. OSLI will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E.** The Grantee shall keep OSLI staff informed on all aspects of the project and shall direct the Grantee's engineer to submit or make available for inspection, such reports, designs, or plans on the progress of the work and on the results of tests of materials and workmanship requested by OSLI staff.
- F.** Except in the case of vehicle purchases, the Grantee shall submit to OSLI the following materials prior to issuing an advertisement for bids:

 - (i)** An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the OSLI that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded;
 - (ii)** Engineer's cost estimate and proposed construction budget for the PROJECT;
 - (iii)** Any and all appropriate permits issued by the Wyoming Department of Environmental Quality; and
 - (iv)** The Grantee's proposed advertisement for bids from the Grantee's engineer, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.

- G. Upon receipt of the plans, specifications, title opinion, and permits required by Section 7(F), above, OS LI shall review the documents and notify the Grantee of any deficiencies. If OS LI determines that the Project as proposed may reasonably be expected to be constructed with the funds available, OS LI shall notify the Grantee in writing. Upon receipt of OS LI's notice to proceed, the Grantee may initiate the bidding process. If the Grantee initiates the bidding process without prior written notification by the OS LI, the Grantee shall bear all costs resulting from said action.
- H. The Grantee shall keep OS LI staff informed on a Contractor's plan for use of a Retainage Account pursuant to Wyo. Stats. §§ 16-6-702, -704, and -705. The Grantee shall provide to OS LI a Retainage or Interest Bearing account documentation in order for OS LI to send retainage funds to the Grantee for deposit in the Contractor's identified retainage account.
- I. Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (available at <http://lands.wyo.gov>) from Prime Contractor with all requests for progress payment beginning with the second request pursuant to Wyo. Stat. § 16-6-1001(a)(iv).
- J. Grantee shall submit Final Payment Documentation to OS LI pursuant to Wyo. Stats. §§ 16-6-116, -117, and 15-1-113(h), to the extent those provisions are applicable to the Project.

8. **General Provisions.**

- A. **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.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OS LI.

- D. Audit and Access to Records.** OSLI and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages; Attachment A, Payment Schedule, one (1) page; Attachment B, Application, six (6) pages; and the Grant Draft Request (GDR) form consisting of one (1) page, provided in Excel format, 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.
- G. 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.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. 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.

- J. 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.
- K. 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.
- L. 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.
- M. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, OSLI, and SLIB expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- N. 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.
- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- P. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Q. 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.

R. 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

Tyler M. Renner, Assistant Attorney General

Date

**STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD**

GRANT AGREEMENT

1. **Parties.** The parties to this Grant 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 provide grant funds approved by the State Loan and Investment Board (SLIB) to the Grantee under Chapter 3, Federal Mineral Royalty Capital Construction Account Grants (Rules), to be used for the Rancher Street project (PROJECT).
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 completion or termination of the project and disbursement, consistent with Chapter 3 § 9(c) of the State Loan and Investments Board's Rules. All services shall be completed during this term.
4. **Payment.**
 - A. OSLI agrees to pay the Grantee for the PROJECT described herein. Total payment under this Agreement shall not exceed Thirty Six Thousand Four Hundred Twenty One and 00/100 USD (\$36,421). Payment shall be made in accordance with Attachment A, Payment Schedule, which is attached to and incorporated into this Agreement by this reference, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of OSLI.
 - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.
5. **Responsibilities of Grantee.** The Grantee agrees:

- A. Grantee shall comply with the special conditions set forth in Attachment A.
- B. The granted funds shall be spent only for the described purpose or project in the submitted application, which is attached to and incorporated into this Agreement as Attachment B, Application. The granted funds shall not be spent for any other purpose or project.
- C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.
- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this Agreement, SLIB rules, and all other state and federal laws.
- E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide OSLI, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- F. OSLI, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant 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.
- G. 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, if receiving funding from the Mineral Royalty Grant Program.

6. **Responsibilities of OSLI.** OSLI agrees:

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 3 rules, under this Agreement and other state law, and provided further that the Grantee is in compliance with this Agreement, SLIB rules, and all other state and federal laws.

7. **Special Provisions.**

- A. To request reimbursement for eligible expenditures, the Grantee must complete and submit Grant Draft Request (GDR) form, incorporated herein by this reference, (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of engineering. All GDR forms shall be signed by the Grantee's authorized signatories. By submission of a GDR, the

Grantee hereby warrants that the signatories of the GDR form are authorized to sign on behalf of the Grantee. The Grantee shall ensure that grant funds are spent in accordance with this agreement, and state and federal law.

- B.** Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is five percent (5%).
- C.** According to Chapter 3, Section 5(d)(iii) of the Rules, the maximum amount reimbursable for engineering costs is limited to twenty percent (20%) of the grant amount approved, if applicable Seven Thousand Two Hundred Eighty Four and 20/100 USD (\$7,284.20).
- D.** If the SLIB provides additional funding for this project, OSLI will recalculate the disbursement percentage and will make disbursements based upon that percentage. OSLI will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E.** The Grantee shall keep OSLI staff informed on all aspects of the project and shall direct the Grantee's engineer to submit or make available for inspection, such reports, designs, or plans on the progress of the work and on the results of tests of materials and workmanship requested by OSLI staff.
- F.** Except in the case of vehicle purchases, the Grantee shall submit to OSLI the following materials prior to issuing an advertisement for bids:

 - (i)** An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the OSLI that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded;
 - (ii)** Engineer's cost estimate and proposed construction budget for the PROJECT;
 - (iii)** Any and all appropriate permits issued by the Wyoming Department of Environmental Quality; and
 - (iv)** The Grantee's proposed advertisement for bids from the Grantee's engineer, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.

- G.** Upon receipt of the plans, specifications, title opinion, and permits required by Section 7(F), above, OS LI shall review the documents and notify the Grantee of any deficiencies. If OS LI determines that the Project as proposed may reasonably be expected to be constructed with the funds available, OS LI shall notify the Grantee in writing. Upon receipt of OS LI's notice to proceed, the Grantee may initiate the bidding process. If the Grantee initiates the bidding process without prior written notification by the OS LI, the Grantee shall bear all costs resulting from said action.
- H.** The Grantee shall keep OS LI staff informed on a Contractor's plan for use of a Retainage Account pursuant to Wyo. Stats. §§ 16-6-702, -704, and -705. The Grantee shall provide to OS LI a Retainage or Interest Bearing account documentation in order for OS LI to send retainage funds to the Grantee for deposit in the Contractor's identified retainage account.
- I.** Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (available at <http://lands.wyo.gov>) from Prime Contractor with all requests for progress payment beginning with the second request pursuant to Wyo. Stat. § 16-6-1001(a)(iv).
- J.** Grantee shall submit Final Payment Documentation to OS LI pursuant to Wyo. Stats. §§ 16-6-116, -117, and 15-1-113(h), to the extent those provisions are applicable to the Project.

8. General Provisions.

- A. 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.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OS LI.

- D. Audit and Access to Records.** OSLI and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages; Attachment A, Payment Schedule, one (1) page; Attachment B, Application, five (5) pages; and the Grant Draft Request (GDR) form consisting of one (1) page, provided in Excel format, 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.
- G. 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.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. 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.

- J. 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.
- K. 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.
- L. 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.
- M. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, OSLI, and SLIB expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- N. 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.
- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- P. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Q. 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.

R. 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

Tyler M. Renner, Assistant Attorney General

Date

STAFF REPORT



Meeting Date:	October 19, 2020	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	(Consent) P19-150 Hotel Jackson Encroachment Agreement for new canopy at 135 N. Cache	Public Comment:	Consent, yes

Purpose & Policy Considerations.

Town Council consideration of Encroachment Agreements with the property owner for an existing entrance canopy extending into Town right-of-way and a proposed new balcony extending into Town and WYDOT right-of-way.

Requested Action.

Approve execution of two Encroachment Agreements between the Town and the property owner.

Recommendations.

Staff recommends approving the two Encroachment Agreements.

Background.

The proposed phase II development at 135 North Cache Street (known as Hotel Jackson) includes an encroachment into Town right-of-way on North Cache Street.

An existing entrance canopy that was constructed at 120 N Glenwood in Phase I of the lot development has an encroachment that was approved as P19-151 at the November 4, 2019 Regular Town Council Meeting. The proposed N Cache St encroachment is part of Phase II of the development and was previously denied by staff in July 2019. A revised plan for this proposed encroachment consists of a new cantilevered awning that would support a second-floor deck with guardrail. This awning will extend 5 feet, 8.5 inches into the Town right-of-way leaving 2 feet clear width from the edge of the awning to the back of curb. Clear height of the awning is 12 feet above existing boardwalk. The building permit for Phase II development has been denied twice since July 2019. The applicant's most recent submittal, revision 2 development plans, is approved with conditions. Separate shoring encroachment and construction management plan submittals are deferred and are required prior to Building Permit issuance. WYDOT has approved the proposed Cache St canopy encroachment, and the proposed canopy meets Town of Jackson requirements.

Analysis.

For this N Cache encroachment, the Town Engineer included the following conditions in the Agreement:

1. Encroachment requires Town Council Approval.
2. Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Applicant is responsible for all Teton County Clerk recording fees.
4. The owner must agree not to erect any signs obstructing or otherwise compromising the usefulness and/or effectiveness of any traffic control devices or restricting sight distance in the vicinity.
5. When necessary the Town Reserves the right to use the canopy or posts in lieu of street signposts.

Alternatives (Optional).

Council has the option to vote against executing this Encroachment Agreement with the property owner.

Comprehensive Plan & Priority Alignment.

While the Encroachment Agreement itself does not directly relate to the Comp Plan, the proposed redevelopment at this location contributes to the following Comp Plan objectives:

Common Value 2: Growth Management

Section 4: Town as the Heart of the Region – The Central Complete Neighborhood

- Principle 4.1 - Maintain Town as the central Complete Neighborhood
Policy 4.1.d: Maintain Jackson as the economic center of the region
- Principle 4.2 - Promote vibrant, walkable mixed use areas, Policies:
4.2.c: Create vibrant walkable mixed use subareas
4.2.d: Create a Downtown Retail Shopping District
4.2.e: Protect the image and function of Town Square
4.2.f: Maintain lodging as a key component in the downtown
- Principle 4.4 - Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood
Policy 4.4.a: Maintain and improve public spaces

Common Value 3: Quality of Life

Section 6: A Diverse and Balanced Economy

- Principle 6.2 - Promote a stable and diverse economy
Policy 6.2.a: Enhance tourism as the basis of the economy
- Principle 6.3 - Create a positive atmosphere for economic development
Policy 6.3.a: Ensure year-round economic viability

Section 7: Multimodal Transportation

- Principle 7.1 - Meet future transportation demand through the use of alternative modes
Policy 7.1.c: Increase the capacity for use of alternative transportation modes

Fiscal Impact.

None

Staff Impact.

Town Planning, Legal, and Engineering staff have already spent time reviewing permit applications and coordinating to process and produce the encroachment agreements, approximately 15 collective hours related to this canopy encroachments request. Once approved, Engineering staff and the Town Clerk will spend approximately 1-2 collective additional hours to execute and ensure recordation of the document.

Attachments or Links.

Proposed Encroachment Agreement for 135 N Cache
Canopy Encroachment Plan

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

I move to approve the Encroachment Agreement between the Town of Jackson and Stage Stop, Inc. to allow an encroachment into the Town rights-of-way of a new canopy at 135 N Cache St subject to the recommended conditions therein, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract Agreements.

TOWN OF JACKSON ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement"), by and between Stage Stop, LLC, with an address of PO Box 1677, Jackson, WY, 83001, hereinafter referred to as "Encroaching Party" and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as "Town," together "Parties," provides as follows:

WHEREAS, Encroaching Party is the owner in fee simple of those certain real properties in Teton County, Wyoming, described as follows and formally known as Hotel Jackson:

Street Address: 135 North Cache Street

Location: Lot 8, Block 7, Jackson; LOT 8, BLK. 7, JACKSON (MOS T-28M) & N 35' LOT 12, LOT 13, BLK. 7, JACKSON (MOS T-28M)

PIDN: 22-41-16-28-4-09-002

Street Address: 120 North Glenwood Street

Location: Lots 12-13, Block 7, Jackson; N 35' LOT 12, LOT 13, BLK. 7, JACKSON (MOS T-28M)

PIDN: 22-41-16-28-4-09-002

WHEREAS, the Town is the owner of those certain public rights-of-way known as North Cache Street and North Glenwood Street, Plat 0100, which public rights-of-way adjoin Encroaching Party's property; and

WHEREAS, the Encroaching Party shall encroach in a portion of the above-noted public rights-of-way as set forth in Exhibit A, attached hereto and made a part hereof by this reference, for:

Extension of an existing canopy on Glenwood St and a new canopy and extension of a deck on Cache St as approved in Building Permit B19-0393 plans, (hereinafter "Encroaching Property"); and

WHEREAS, on October 19, 2020 the Jackson Town Council voted to approve an Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Engineer and Town Attorney and subject to the following conditions:

1. Encroachment requires Town Council Approval.
2. Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Applicant is responsible for all Teton County Clerk recording fees.
4. The owner must agree not to erect any signs obstructing or otherwise compromising the usefulness and/or effectiveness of any traffic control devices or restricting sight distance in the vicinity.
5. When necessary the Town Reserves the right to use the canopy or posts in lieu of street signposts.

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said Parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

Encroaching Party acknowledges the Town's exclusive rights, title, and interest in the public rights-of-way and that it cannot acquire any right, title, or interest in the afore-referenced public right-of-way now or hereafter.

2. AGREEMENT TO ALLOW ENCROACHMENT:

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of the Property and to encroach within the Town right-of-way to the extent set forth herein.

3. ENCROACHING PARTY OBLIGATIONS:

Encroaching Party must maintain the Encroaching Property in a safe and structurally sound manner and all repairs and reconstruction work must be completed in accordance with the Building Code adopted in the Town of Jackson at the time of repair or reconstruction.

Encroaching Party must install lighting in the canopy. The upkeep and maintenance of the lighting is the responsibility of the Developer. Maintenance includes, but is not limited to, providing power, paying for power costs, bulb and fixture replacement and will be completed at no cost to the Town. Lighting shall be provided consistent with Town street lighting practices.

Encroaching Party must maintain the Encroaching Property such that it does not allow water to leak onto the sidewalk.

Any snow removed from the Encroaching Property by the Encroaching Party must be removed from the Town right-of-way by the Encroaching Party on the same day. Encroaching Party is responsible for obtaining any required permits for the snow removal.

4. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the existing encroachment, absent written approval (including applicable regulatory approval) from the Town. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

5. RELEASE OF CLAIMS:

Encroaching Party, and its successors or assigns hereby releases and holds harmless the Town from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town rights-of-way (or easement) in its present configuration and alignment and any of the present utilities within the Town rights-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town.

6. INDEMNIFICATION:

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

7. BINDING COVENANT:

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both Parties hereto and their respective successors and assigns in ownership.

8. TERM OF AGREEMENT:

This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Encroaching Property is removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two (2) years) after such event, the Encroaching Party at their sole cost initiates repairs, replacements, or reconstruction of the structure in

essentially the same outside dimensions and configurations as the original Encroaching Property, then all its rights shall be reinstated nunc pro tunc, and in the case of replacement or reconstruction to the extent allowed by development regulations at the time of replacement or reconstruction, and preserved on the same terms set forth in this Agreement. Notwithstanding the foregoing, upon the development of compelling municipal interests with which the Encroaching Property may interfere, Encroaching Party, its successors and assigns agree to cooperate with the Town to the fullest extent possible under then existing circumstances to accommodate and/or mitigate such interference by its Encroaching Property, which may include removal of Encroaching Property.

9. NO THIRD-PARTY BENEFICIARY:

This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

10. HEADINGS:

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

11. MODIFICATION IN WRITING:

No modification, waiver, amendment, addition, termination, or cancellation of this Agreement shall be effective unless in writing and signed by both Parties.

12. BINDING EFFECT AND SEVERABILITY:

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all Parties or their heirs, legal representatives, successors, and permitted assigns. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.

13. RECORDING:

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.

14. CONFLICT OF LAWS, JURISDICTION, CONSTRUCTION:

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

15. COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

16. 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 Encroachment Agreement.

17. WAIVER:

A waiver by the either Party regarding the breach of any of the provisions of this Agreement shall not bar the right of the Parties to enforce the terms of this Agreement.

18. ENTIRE AGREEMENT:

The Parties intend this statement of their agreement, including the Recitals herein, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

19. ADDITIONAL DOCUMENTS AND ACTS:

Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the effective date of this Agreement is _____

[signatures follow on next page]

ENCROACHING PARTY

By:_____

Print Name:_____

Its:_____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as its
property owner this____day of_____, 2020.

Witness my hand and official seal.

Notary Public

My commission Expires:

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Pete Muldoon, Mayor

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.

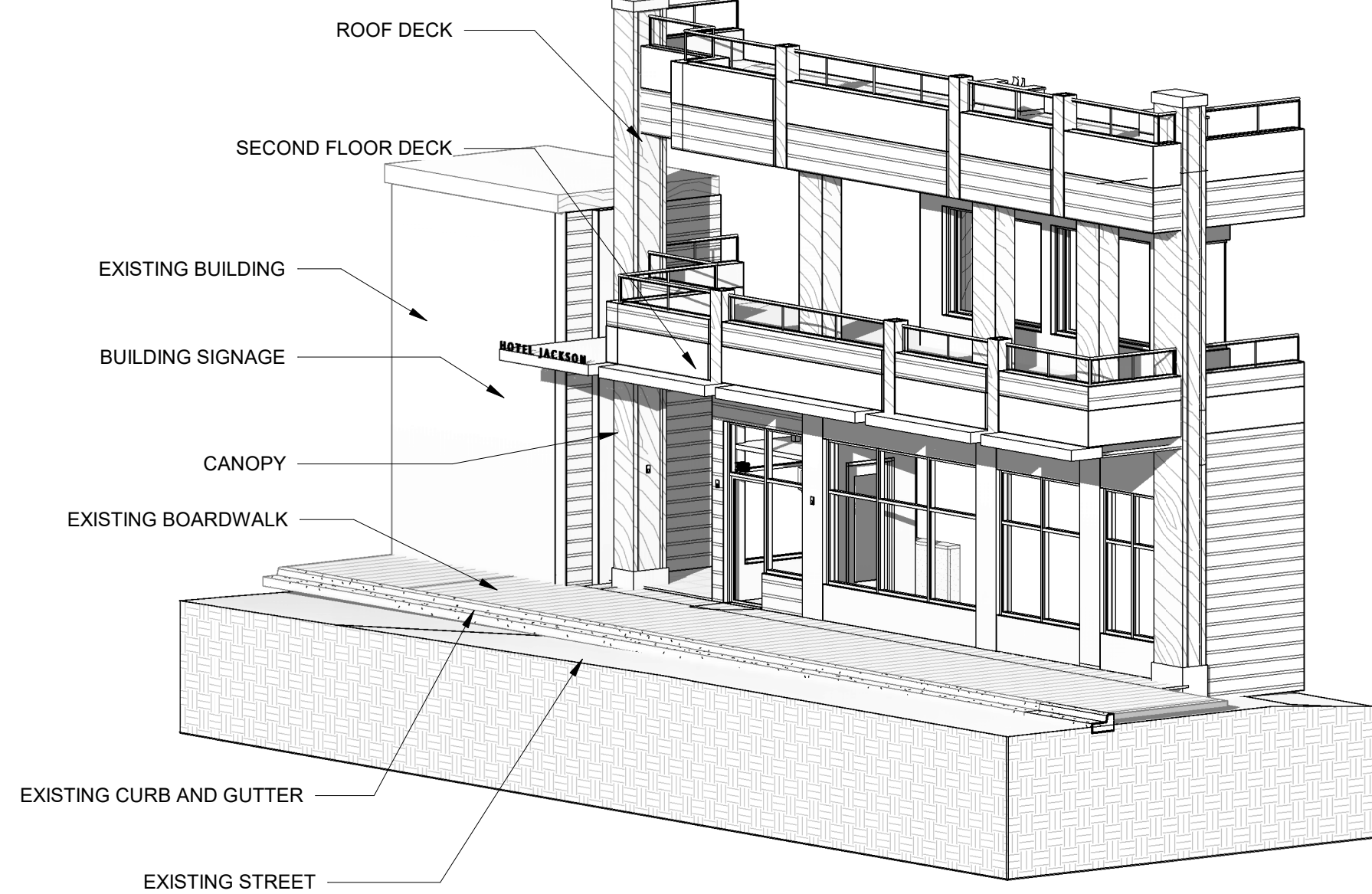
My commission Expires:

Notary Public

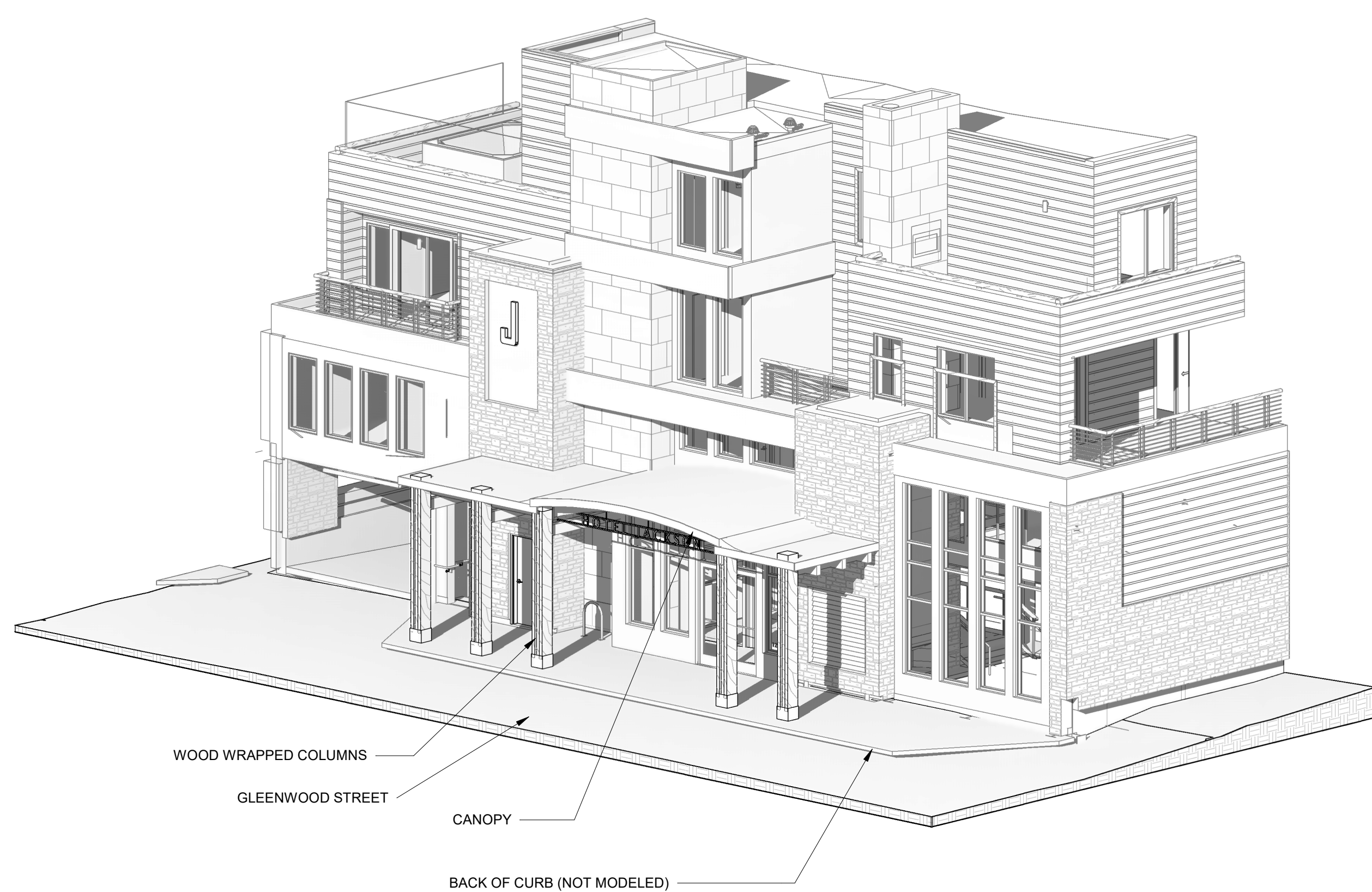
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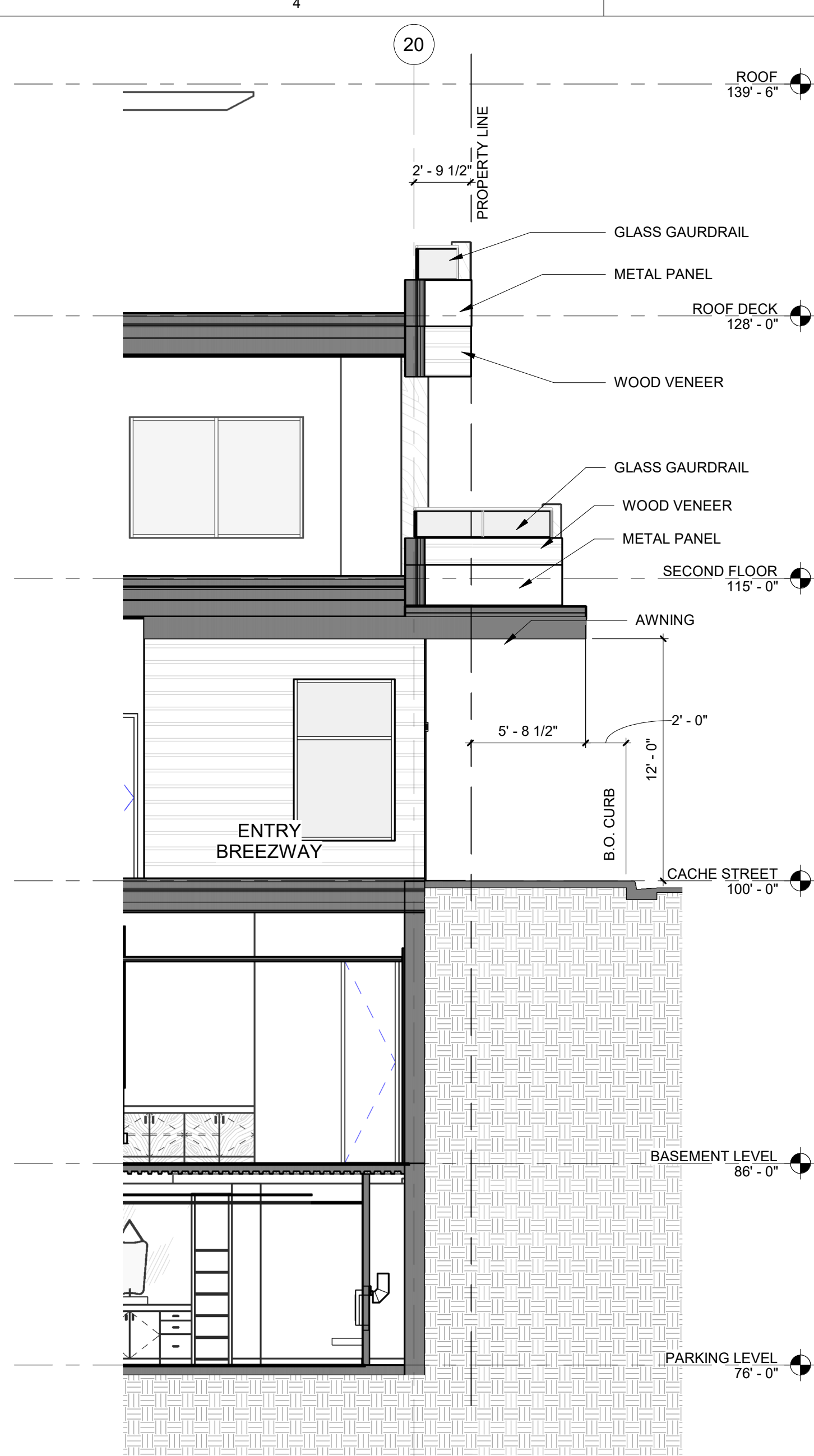


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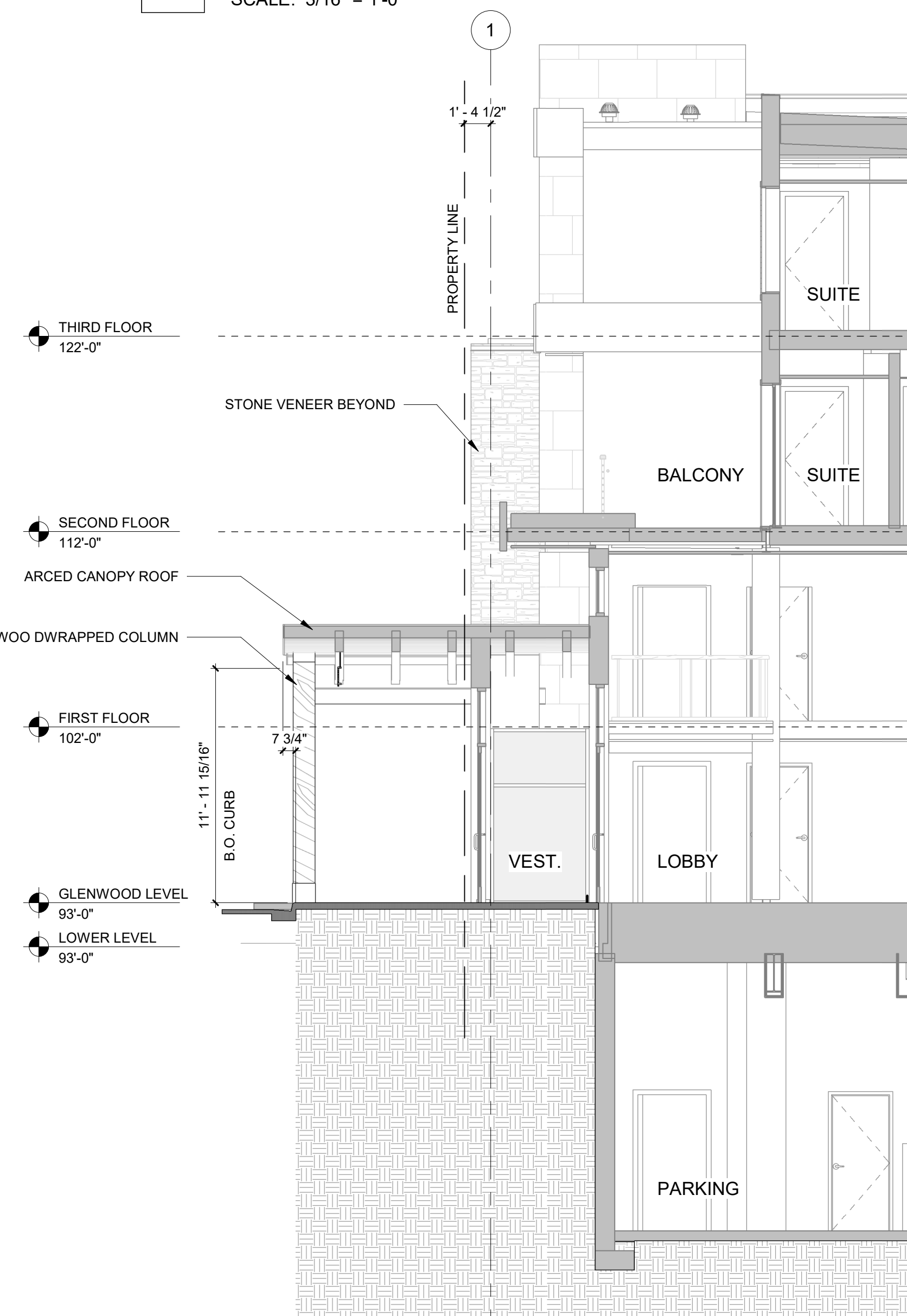


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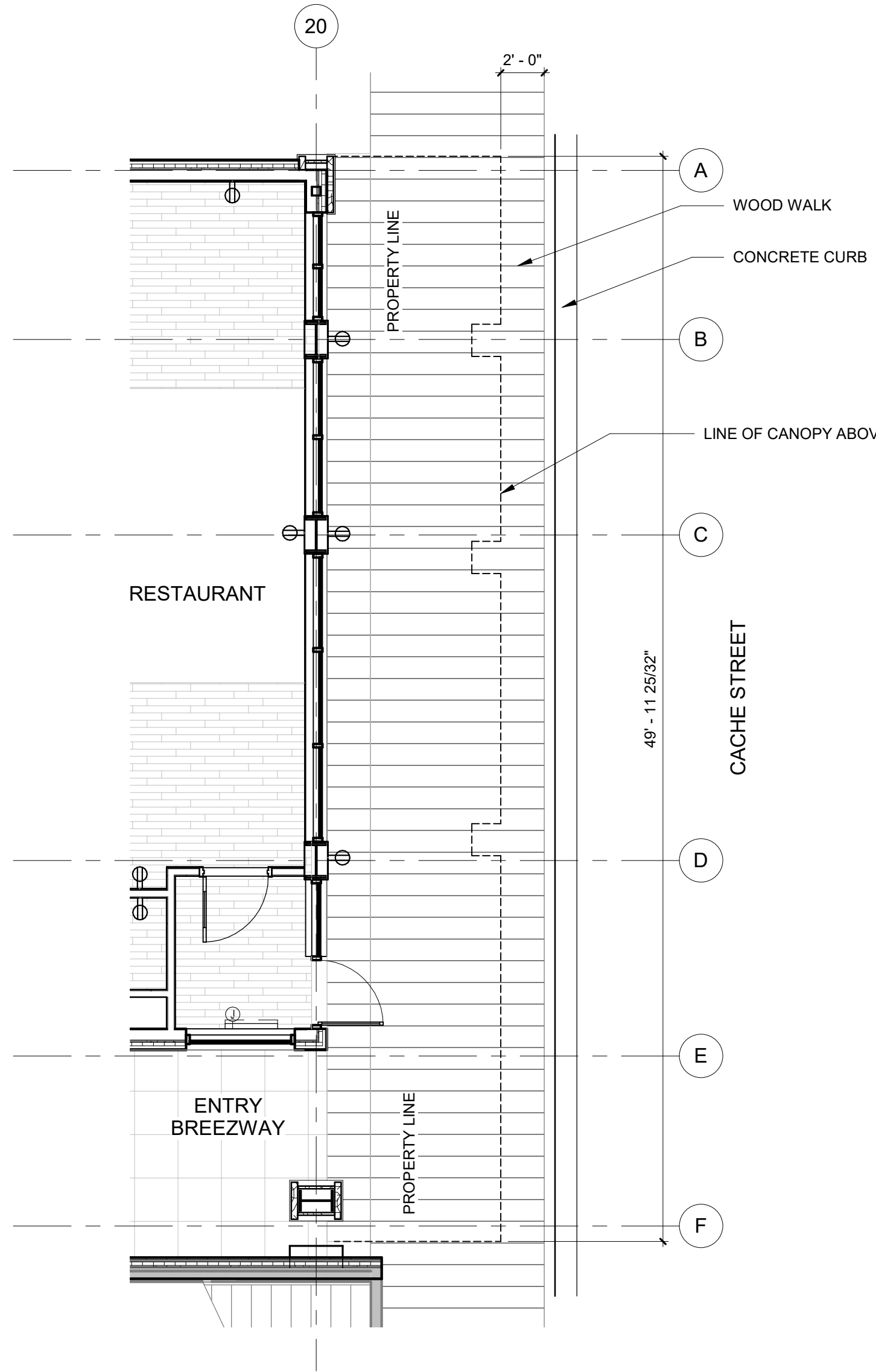
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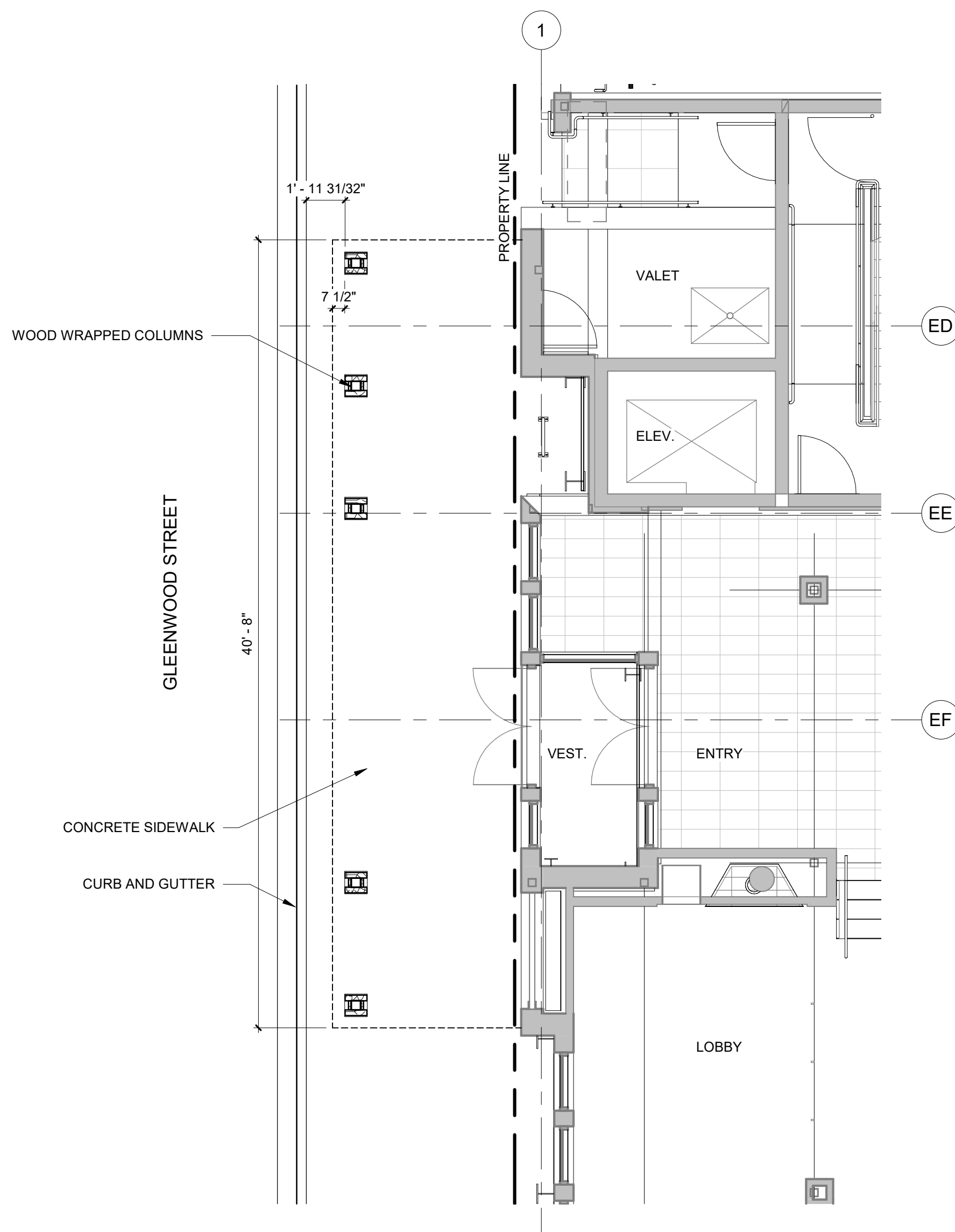
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C3 CANOPY ENCROACHMENT SECTION - WEST
SCALE: 3/16" = 1'-0"



A5 CANOPY ENCROACHMENT PLAN - EAST
SCALE: 3/16" = 1'-0"



C5 CANOPY ENCROACHMENT PLAN - WEST
SCALE: 3/16" = 1'-0"

STAFF REPORT



Meeting Date:	October 19, 2020	Meeting Title:	Regular Town Council Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Remote Meeting Attendance	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council has the authority suspend their meeting rules to allow remote attendance and participation. The overarching issue being addressed is safety for the Town Council and public due to the pandemic as well as improved access to the public process for members of the community.

Requested Action.

The requested action would be to vote on whether to continue to allow remote attendance and participation by Council and the public.

Recommendations.

Staff recommends the Town Council suspend Chapter II, Section 3, *Quorum*, and portions of Chapter II, Section 7.a, *Addressing the Town Council*, of the Town Council's Rules and Procedures to continue to temporarily allow Elected Officials to attend, participate and vote remotely and by so doing extend that allowance to members of staff, and to continue to temporarily allow members of the public to participate remotely in any regular, special, or emergency meetings through January 31, 2021.

Background.

On July 6 the Town Council suspended the appropriate sections of the Rules and Procedures to continue to temporarily allow Elected Officials to fully participate and vote, key staff members to fully participate in meetings and to continue to temporarily allow members of the public the ability to participate remotely through October 31, 2020. An excerpt from Chapter II, Rules and Procedures, Section 3. Quorum and Section 7. Addressing the Town Council is listed below:

Section 3. Quorum.

A majority of the Town Council is sufficient to do business, and motions may be passed 2-1 if only three (3) Councilmembers are present, but ordinances, resolutions granting franchises or licenses and motions concerning the payment of money require at least three (3) affirmative votes. A Councilmember listening via conference call or via videoconference is not present at the meeting and shall not be counted in roll call, nor may they vote on any matters or take any action before the Town Council. The privilege of listening via audio conference or video conference shall be granted or denied by the Mayor on a case-by-case basis.

Section 7. Addressing the Town Council.

- a. *Each person desiring to address the Town Council either under the Public Comment section or under the public comment period for a particular item shall approach the lectern in person, state his or her name and address for the record, state the subject he or she wishes to discuss, state whom he or she is representing if he or she represents an organization or other persons, and unless further time is granted by majority vote of the Town Council or the Mayor, shall limit his remarks to three (3) minutes. Public comment made by phone, video, or any other form of electronic communication shall not be permitted with the exception of applicant or consultant presentations or interviews for advisory or joint powers boards as approved in advance of the meeting by the Mayor or Town Manager. All remarks shall be addressed to the Town Council as whole and not to any member thereof. No question shall be asked of a Councilmember or a member of the Town Staff without the permission of the Mayor. After permission of the Mayor, a question may be asked, but neither*

Town Staff nor the Councilmember to whom the question is directed shall answer the question during the public comment period.

Chapter II, Section 8.b. indicates that the same rules of order and decorum apply to Town Staff just as they do to Town Council.

Because the community remains in the 'orange' moderate risk level of the COVID-19 pandemic and because Council took affirmative action on March 14 and July 6 to suspend the rules to allow remote attendance and participation, it makes sense to take affirmative action again. Staff is recommending the Council suspend Chapter II, Section 3, *Quorum*, and portions of Chapter II, Section 7.a, *Addressing the Town Council*, of the Town Council's Rules and Procedures to continue to temporarily allow Elected Officials to attend, participate and vote remotely and by so doing extend that allowance to members of staff, and to continue to temporarily allow members of the public to participate remotely in any regular, special, or emergency meetings through October 31, 2020. At that time, the Council can reassess the situation and consider additional rule suspensions, permanent rules changes, and/or policy and practice changes for their meetings.

The health, safety, and welfare of the stakeholders is paramount to continuity of government. Stakeholders involved in this issue include the Mayor and Council, Town staff, applicants for projects, citizens engaged in the public process either in person or virtually, contacts of residents and guests to the community that may be exposed to COVID-19. Stakeholders also include specific segments of the community, including parents, that may want to participate in an evening meeting and give comment on critical issues facing the community but are unable to physically attend due to the need to care for their young children directly and/or lack of funding to be able to pay a childcare worker to care for their children during their physical attendance at a Council meeting.

Analysis.

At some point the Council may want to consider extending the provision to allow remote attendance and participation from members of the public in perpetuity in order to accommodate often unheard members of the public, potentially those with young children who either choose to care for their children in their home or do not have the luxury of being able to afford childcare in order to attend a Council meeting so that they can actively participate and engage in local government. However, if this is the new norm moving forward, additional staff resources will be necessary to continue this in the long term as it is affecting the ability for staff to maintain current service levels.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

The ability for the Town Council to function and conduct the Town's business is essential to the Community Vision and ensuring efforts towards the goals of the Comprehensive Plan and our Common Values of Community Character all while protecting and maintaining the health, safety, and welfare of the community.

Fiscal Impact.

The fiscal impact of extending remote attendance and participation for Town Council meetings is minimal related to infrastructure needs but is significant in terms of additional staff expense. The amount of money spent from March 1 through June 30, 2020 on infrastructure and the value of staff time on remote attendance and participation for Town Council meetings was approximately \$21,500. This figure does not reflect additional time spent for Planning Commission, Design Review Committee or Board of Examiners meetings that were held remotely. The infrastructure costs were not budgeted for in FY20. Continuing remote meeting attendance and voting will directly cost approximately \$26/ Town Council meeting but does not include the value of staff time spent or the impact for Planning Commission and other meetings where this would be allowed. That fiscal impact would be realized when staff is spending time in these meetings

and not able to spend time on their regular work tasks and may result in additional work being contracted out, delayed, additional staff needing to be hired to maintain the level of service, etc.

Staff Impact.

The staff impact of extending remote attendance at Town Council meetings, Planning Commission meetings is significant as is the extension of remote public participation even if Council is physically in the room. It requires information technology support of one additional person in the room. That person has historically (since mid-March) been an exempt employee who is working the meeting to assist (in the evening meetings) in addition to their regular 40 hours/week of work. For meetings occurring between 8-5 M-F, that additional staff person is working at the meeting instead of being able to perform their regular tasks related to their workplan and priorities. It also requires work on the part of the town Clerk for scheduling the Webex meeting, sending invitations and including links on the agenda. From March 14 through June 30, approximately 150 hours of additional staff time was spent in actual meetings and in preparation for the portion of the meeting that deals with remote attendance and participation. Moving forward, in addition to the time spent at the meeting to manage remote attendance and participation, for every remote attendance meeting, the prep time for IT assistance is an additional 30 minutes and the prep time for the Town Clerk is an additional 30 minutes. Should this continue moving forward, beyond this pandemic situation, an additional part time staff person would need to be hired to allow current staff to keep up with their regular workload.

Attachments or Links.

None.

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

I move to suspend Chapter II, Section 3, *Quorum*, and portions of Chapter II, Section 7.a, *Addressing the Town Council*, of the Town Council's Rules and Procedures to continue to temporarily allow Elected Officials to attend, participate and vote remotely and by so doing extend that allowance to members of staff, and to continue to temporarily allow members of the public to participate remotely in any regular, special, or emergency meetings through January 31, 2021.

STAFF REPORT



MEETING DATE & TITLE: October 19, 2020

SUBMITTING DEPARTMENT: Planning

PRESENTER: Tyler Valentine

Agenda Item: 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.

PUBLIC COMMENT: Yes

PURPOSE & POLICY CONSIDERATIONS:

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).

RECOMMENDATION:

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.

BACKGROUND/PROJECT DESCRIPTION:

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 both 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 were demolished recently. 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 [Parcel 1 only] 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 Lot 1 of the original Development Plan. Specifically, while the original Development Plan did not include Parcel 2, the minor deviation incorporated the .33-acre Parcel 2 into the Development Plan but still maintained the total number of lots at 7 lots. Planning staff had suggested to the applicant during the original Development Plan that both parcels should be included in the Development Plan so that all affected land was incorporated into the same subdivision. The result is that the eastern-most lot (Lot 1) adjacent to Nelson Drive increased in size from 6,268 sf to 19,000 sf. The designation of setbacks for the modified Lot 1 remains 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 modified Lot 1 now allows a much larger building envelope and square footage, the Lot 1 building envelope is now more clearly located on the west side of Nelson Drive, avoiding the future potential of someone building on the very steep slopes on the east side of the road. Vehicular access for the modified 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 exceed 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 while 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).

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.

ALTERNATIVES (Optional):

N/A

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

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.

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. The estimated staff time was approximately 5 hours.

ATTACHMENTS OR LINKS:

Department Reviews

Applicant Submittal

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 October 19, 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.

PLANNING

Project Number	P20-140	Applied	7/27/2020	STOL
Project Name	Subdivision - Teton Landing	Approved		
Type	FINAL PLAT	Closed		
Subtype	LAND DIVISION	Expired		
Status	STAFF REVIEW	Status		

Applicant	Fodor Law	Owner	TETON LANDING LLC
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Site Address	City	State	Zip
115 NELSON DRIVE			

Subdivision	Parcel No	General Plan
	22411634100030	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Building	APPROVED W/CONDITI	7/28/2020	8/18/2020	7/28/2020	
Kelly Sluder					
(7/28/2020 11:09 AM KS)					
All homes must comply with the current Building Codes at the time of building permit application.					

County Clerk		7/28/2020	8/18/2020		cdorman@tetoncountywy.gov
Mary Smith					

Fire	APPROVED W/CONDITI	7/28/2020	8/18/2020	7/28/2020	
Kathy Clay					
(7/28/2020 2:50 PM CLAY)					
Fire department access is waived in lieu of NFPA 13D fire sprinkling for each structure.					
Development is within the WUI mapped area and will be required to be reviewed under the IWUIC.					

Joint Housing Dept	APPROVED	7/28/2020	8/18/2020	8/3/2020	
Stacy Stoker					

Legal		7/28/2020	8/18/2020		
Lea Colasuonno					

Parks and Rec	NO COMMENT	7/28/2020	8/18/2020	8/11/2020	
Steve Ashworth					
(8/11/2020 3:35 PM STOL)					
No concerns from P&R on P20-140 Nelson Drive. Thanks.					

Pathways	NO COMMENT	7/28/2020	8/18/2020	8/19/2020	
Brian Schilling					
(8/19/2020 1:34 PM STOL)					
No comments from Pathways					

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Planning Tyler Valentine (9/2/2020 2:13 PM TV)	APPROVED W/CONDITI	7/28/2020	8/18/2020	9/2/2020	
Prior to recording the platm 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. This was a requirement of the Development Plan approval.					
Plat Review-Survey Ken Magrath (8/19/2020 9:33 AM STOL)	APPROVED W/CONDITI	7/28/2020	8/18/2020	8/19/2020	kmagrath@jorgeng.com
August 11, 2020					

Town of Jackson Planning & Building Department
P.O. Box 1687

Attn: Tiffany Stolte and Tyler Valentine

Re: P20-140 Teton Landing Addition Plat Review

Dear Tiffany and Tyler,

I have reviewed the plat submitted with the above-referenced subdivision application. I find the following errors and/or omissions for plat and application that fall under Surveyor purview:

1. CERTIFICATE OF SURVEYOR – Paragraph 9 contains a typo instead of the S89°30'26"W, the call should be Southeast.
2. CERTIFICATE OF OWNER – a. Paragraph 2 states “that the name of the subdivision shall be “the Teton Landing Addition”...I think it would be better to read shall be “Teton Landing Addition” without “the” so the title is not confused.
b. Paragraphs 4 refers to a “private road” and paragraph 5 states that “this subdivision is subject to a 30’ wide access and utility easement”. There is quite a bit of ambiguity in this language as follows:
It is not clear at all from graphic and Certificate of Owner exactly what is of record and what is possibly intended by this plat. What is shown as “30’ Wide Easement for Common Road” overlaps the existing 15’ wide utility easement. If it is the intent to create the 30’ wide easement for both access and utility by this plat it should state in the Certificate of Owner something to the effect that “A 30’ wide easement for access and utilities is hereby granted as shown hereon”. The words “subject to” usually refer to an existing condition such as the 15’ wide utility easement, correctly referred to in paragraph 7, not something being granted by the plat. In other words, a plat is not subject to something it is creating. In addition, the words in paragraph 4 should be consistent with what is being granted.
c. The last paragraph is not true as WS 31-12-106 refers to vacation of an existing subdivision. This is unplatted land of course, so this statute does not apply. WS 15-1-415 refers to platting within a city and the first paragraph in the Certificate of Owner states what land is being subdivided. This statute does not provide authority or instruction for vacation; therefore the last paragraph must be removed.
3. CERTIFICATE OF APPROVAL – There is a typo, the name of this subdivision is identified incorrectly.
4. GRAPHIC - The notes on the graphic pertaining to 30’ wide easement, should also add the words “hereby granted” if appropriate.
5. LEGEND - should also add the words “hereby granted” to the “Private Road Easement” if appropriate.
6. The boundary involves a rare situation and I like the inclusion of the Boundary Notes!

This review of submitted information is for general compliance with Town of Jackson and State of Wyoming subdivision requirements. I do not assume responsibility for correctness of dimensions or calculations. This review indicates only that an examination of the materials in the application has been made.

Thank you for the opportunity to perform this review.

Sincerely,

Kenneth Magrath Wyoming PLS #8469
Jorgensen Associates, P.C.

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes Plat Review-Title <none> (8/17/2020 8:33 AM STOL) TITLE 22 CONSULTANTS TETON LANDING PLAT REVIEW - Overview Proposed Plat: Teton Landing Addition to the Town of Jackson Platted From: 2 metes and bounds parcels in NE/NE/34/41/116 totaling 1.29 acres Located: Town of Jackson Owner/Subdivider: Teton Landing LLC, a Wyoming limited liability company Summary: Teton Landing is a proposed 7 lot residential subdivision immediately north of Daisy Bush, accessed via Nelson Drive to the east. Additional Documents to be Recorded Provided with Plat: 1) Covenants, Conditions and Restrictions 2-4) Affidavits of Acknowledgement and Acceptance (x3 – Lenz, Anthony, Muldoon) 5) Certificate of Mortgagee (BOJH) Title Report provided by Wyoming Title & Escrow Effective Date: July 7, 2020 Note: Title 22 Consultants has not prepared a title report or conducted a “patent to present” search of subject land; we are basing our review on the title report provided by the title company identified above. New documents filed of record subsequent to the effective date: ? N/A	APPROVED W/CONDITIONS	7/28/2020	8/18/2020	8/17/2020	nancy@title22consultants.com

PLAT REVIEW – Technical Review (Non Statutory)

ACCESS: Legal access is provided via Nelson Drive (public road) to a private 30' roadway established on the proposed plat

EASEMENTS/ENCUMBRANCES: All easements cited on the title report ? Are ? Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).

Comments: 1) Instruments in 6 of Photo, Page 15 and 6 of Photo, Page 30 are cited in the Certificate of Owner, but are not plotted or located on the face of the plat 2) Map T-76 does not appear to be relevant at this point, other than potentially in regard to the boundary discrepancy, but this is addressed in the Boundary Notes.

STREETS/ALLEYS:

? Dedicated to the public

? Private, with rights of way granted to each lot owner

? N/A, no streets or alleys within plat boundary

SIGNATURES/EXECUTION/ACKNOWLEDGEMENT:

PLAT REVIEW – Technical Review (Statutory)

LOT DIMENSIONS ? Are ? Are Not properly shown.

Lots ? Are ? Are Not PROGRESSIVELY NUMBERED.

The underlying land ? Is ? Is Not VACATED.

CERTIFICATES

Certificate of Owner(s) ? Included ? To be provided via separate Affidavit

Certificate of Surveyor ? Included ? Not included

Certificate of Acceptance from ? Town of Jackson ? Teton County ? Included ? Not Included ? To be provided via separate Affidavit

Certificate of Mortgagee(s) ? Included ? To be provided via separate Affidavit ? N/A

PLAT REVIEW – Conclusions

Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:

- 1) The Certificate of Approval references “Thompson Addition to the Town of Jackson.” Please correct this to read, “Teton Landing Addition to the Town of Jackson.”
- 2) The plat references “Certificate of Approval,” but all the Affidavits to be recorded reference the “Certificate of Acceptance as contained on said final plat.” Please make the appropriate corrections so the plat and affidavits utilize the same language.
- 3) Birdyshaw attestation: The affidavit should be changed from “Sandy Birdyshaw” to “Sandra P. Birdyshaw” as shown on the plat.
- 4) The vicinity map, identified as being the NE/NE/34/41/116, appears to actually show the entire NE quarter of Section 34, so the labelling should be changed to reflect this.

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
Comments/General Observations: For your review and consideration, may not require changes:					
1) The TOJ Recommendations/Conditions of Approval state: "...the applicant shall add a note on the plat requiring all habitable structures to be fire sprinkled as long as the private road does not include a fire turnaound." While we see this has been included in the CCRs (Article III, Section 19), we do not find this on the face of the plat.					
2) The Certificate of Owner does not include a statement that Covenants, Conditions, and Restrictions affecting the land are to be recorded concurrently with the plat. While not required, it is often helpful to include this information.3) Teton Landing LLC is in good standing in the State of Wyoming. It does not appear that Teton Landing Association, a Wyoming nonprofit corporation, has been formed yet.					
Next Steps:					
1. ENTITY DOCS – The owner should provide a copy of the LLC Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party.					
2. EXECUTION/ACKNOLWEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.					
3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.					
PLAT REVIEW – Disclaimer					
Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.					
Plat Review submitted by:					
Date: 8.16.20					
Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company					
Police		7/28/2020	8/18/2020		
Todd Smith					
Public Works					
Floren Poliseo	APPROVED W/CONDITI	7/28/2020	8/18/2020	8/17/2020	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
(8/17/2020 10:56 PM BTL)					
FINAL PLAT – APPROVED w CONDITIONS					
P20-140					
ADDRESS: 115 Nelson Drive					
OWNER: Teton Landing, LLC					
APPLICANT: Fodor Law, Stephan Fodor					
8/18/2020					
Brian Lenz, 733-3079					
DATE OF SUBMITTAL: July 28, 2020					
DATE OF MATERIALS: July 20, 2020					
REVISION NO.: 00					
BOND FOR MONUMENTATION: \$6,250 or 125% of a quote from the surveyor.					
Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor.					
The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above.					
PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:					
GENERAL					
1. Prior to plat recording, a Subdivision Improvements Agreement contract executed on a form provided by the Planning Director. The standard contract shall, among other things, specify that the required improvements be installed within the time stated, in accordance with the approved plans and the requirements of the Town Engineer, and, where applicable, the requirements of the Wyoming Department of Environmental Quality. The contract shall be reviewed and approved by the Town Attorney, and shall be recorded against the property by the subdivider. The Town shall record a release of the contract upon installation of the required subdivision improvements.					
2. Provide a statement that there are no fault lines on the property.					
3. Evidence that all parcels of land created by the subdivision will be subject to written and recorded covenants or other instruments creating an entity, binding on subsequent owners of the land within the subdivision. The entities that may be used include, but are not limited to, special improvement districts, homeowners associations and mutual benefit corporations. The board shall not mandate the creation of an entity with the ability to interfere with any owner's ability to use his private property, except to collect any assessment. The entity shall have the ability to address the following topics:					
1. (A) Maintenance and responsibility for common areas, roads and water supply systems and assessments against all parcels of land in the subdivision to defray the costs thereof;					
2. (B) Continued management of the entity.					
CERTIFICATE OF APPROVAL					
1. Reference the proper subdivision name, TETON LANDING ADDITION TO THE TOWN OF JACKSON.					
2. Affidavit for Town Signatures: references Certificate of Acceptance and plat calls out Certificate of Approval, reconcile the difference.					
3. Affidavit for Town Engineer: In the Notary witness Brian is misspelled.					
GENERAL NOTES					
1. Add a note that, NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM LOCATED OUTSIDE DEDICATED TOWN EASEMENTS					
2. Add a note that, NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM					
CERTIFICATE OF OWNER					
1. Add a note to the affect that, a non-exclusive easement, in, over and across said 30 feet wide Easement for Common Road, of the foregoing subdivision, is hereby granted to the Town of Jackson, their successors and assigns, for access to, and for the construction, maintenance and repair of the Town's utilities within the foregoing subdivision. The intent is that Town can use the road to access our sewer utility beyond the 15-foot easement that exists.					
2. Add the note: "that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson"; and,					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
3. If applicable add a note to the affect that, there are no water rights attached to said subdivision.					
4. Wyoming Statute 34-2-121: The plat must have a statement shall contain in substance the following words: “Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state”					
5. Revise notes to reflect any additional easements, SIAs, CCRs, etc.					
PLAT SHEETS					
1. Per the approved development plan, provide an additional 10 feet wide utility easement shall be provided to the south of the 30 feet access & utility easement.					
2. Provide notes that easements are provided for or noted to be recorded contemporaneously with the plat.					
3. Provide easements across lots for all power, gas, and communication utilities. LDRs 7.7.5.B: Where utilities are not provided within a dedicated road right-of-way, easements of not less than 30 feet shall be provided for accommodating water lines, sanitary sewers and stormwater drainage. Minimum width of easements for power lines, telephone lines, and other utilities shall be 15 feet.					
CCRS					
1. COMMON ROAD: Town is requesting an easement of the entire road for access and maintenance. Revise statement accordingly.					
2. COMMON UTILITIES: Revise as necessary to address utilities located in the Common Utility Easement per the Development Plan.					
.....					
START		7/28/2020	8/18/2020		
Darren Brugmann					

FODOR LAW OFFICE, PC

Stefan J. Fodor

P.O. Box 551 / Jackson, WY 83001

307.733.2880 (t) / 307.733.2890 (f)

stefan@fodorlaw.com

July 27, 2020

Via Email Only

Town of Jackson, Planning & Building Department
c/o Tiffany Stolte
Email: TStolte@jacksonwy.gov

RE: Teton Landing Subdivision Plat Application

Dear Tiffany:

Please find enclosed a subdivision plat application on behalf of our client, Teton Landing, LLC. The enclosed application includes the following:

- Application
- Letter of Authorization
- Property Deeds
- Subdivision Narrative
- Plat
- Draft Certificates of Acknowledgement
- Exaction Sheets
- Draft Covenants, Conditions & Restrictions for the Teton Landing Subdivision
- Affidavit of Publisher & Notice of Intent to Subdivide
- Title Report from Wyoming Title & Escrow

We confirmed with Brian Lenz on February 12, 2020 that no subdivision improvements agreement is required for this subdivision. I will be paying the \$1,000 application fee by check and will coordinate with you on delivery. Thank you and please contact me with any questions.

Regards,


Fodor Law Office, PC
Stefan J. Fodor

Encl.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: Teton Landing Subdivision
Physical Address: 115 Nelson Drive; Pt. NE 1/4NE1/4 Sec. 34, Twp. 41, Rng. 116
Lot, Subdivision: _____ PIDN: 22-41-16-34-1-00-030; 22-41-16-34-1-00-031

PROPERTY OWNER.

Name: Teton Landing, LLC Phone: 307-733-2880
Mailing Address: PO Box 1677, Jackson, Wyoming ZIP: 83001
E-mail: sdarwiche@hoteljackson.com

APPLICANT/AGENT.

Name: Fodor Law Office c/o Stefan Fodor Phone: 307-733-2880
Mailing Address: 120 E. Pearl Avenue, Jackson, Wyoming ZIP: 83001
E-mail: stefan@fodorlaw.com; jill@fodorlaw.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

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

Use Permit	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use	_____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	_____ LDR Text Amendment
_____ Administrative Adjustment	☒ _____ Subdivision Plat	_____ Map Amendment
_____ Variance	_____ Boundary Adjustment (replat)	Miscellaneous
_____ Beneficial Use Determination	_____ Boundary Adjustment (no plat)	_____ Other: _____
_____ Appeal of an Admin. Decision	_____ Development Option Plan	_____ Environmental Analysis

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

Pre-application Conference #: P18-224 Environmental Analysis #: _____
Original Permit #: P19-152 (Development Plan); Date of Neighborhood Meeting: 5/13/19
P19-285 (ZCV)

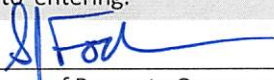
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type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

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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



Signature of Property Owner or Authorized Applicant/Agent
Stefan Fodor

Name Printed

7.23.20

Date
Attorney

Title

LETTER OF AUTHORIZATION

Teton Landing LLC, "Owner" whose address is: _____

PO Box 1677, Jackson, Wyoming 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Teton Landing LLC, as the owner of property

more specifically legally described as: _____

A portion of the NE1/4NE1/4, Sec. 34, Twp. 41N, Rng. 116W

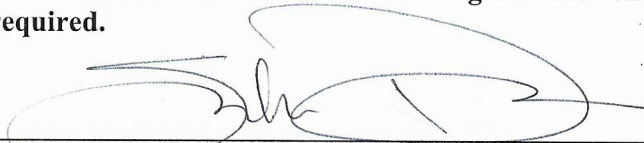
(full legal descriptions attached hereto)

(If too lengthy, attach description)

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

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

OWNER:



(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Managing Member

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

STATE OF Wyoming

)

)SS.

COUNTY OF Teton

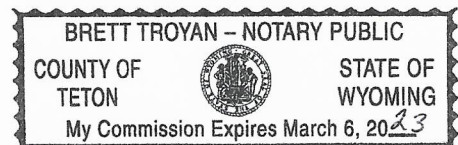
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The foregoing instrument was acknowledged before me by Sadek Darwiche this 7th day of April, 2020.

WITNESS my hand and official seal.

(Seal)


(Notary Public)
My commission expires: 03/06/2023



RELEASED	
INDEXED	
ABSTRACTED	✓
SCANNED	

QUITCLAIM DEED

Stage Stop, Inc., a Wyoming Corporation, GRANTOR, of Teton County, Wyoming, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby CONVEYS AND QUITCLAIMS TO Teton Landing LLC, a Wyoming limited liability company, GRANTEE, whose address is PO Box 1677, Jackson, WY 83001, all right, title and interest in and to the following described real estate situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

A portion of the NE1/4 NE1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described as follows

Parcel 1:

Beginning at corner Number One of the tract conveyed, which is the Northeast corner of said tract. This corner is 128 feet West and 660 feet South of the Northeast corner of Section 34, Township 41 North, Range 116 West. From Corner No. 1, proceeding West 382 feet to Corner No. 2;

thence South 114 feet to Corner No. 3;

thence East 382 feet to Corner No. 4;

thence North 114 feet to the place of beginning.

PIDN: 22-41-16-34-1-00-001

GRANTOR: STAGE STOP INC

GRANTEE: TETON LANDING LLC

Doc 0962961 Filed At 16:33 ON 01/08/19

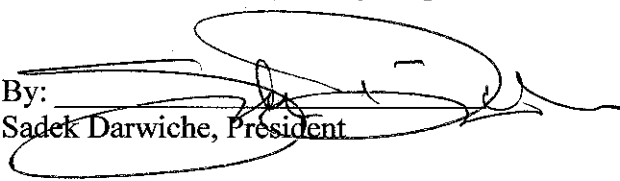
Sherry L. Daigle Teton County Clerk fees: 15.00

By Mary D Antrobus Deputy

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

WITNESS the due execution and delivery of this Quitclaim Deed this 7th day of ~~September, 2018~~ January, 2019.

Stage Stop, Inc., a Wyoming Corporation

By: 
Sadek Darwiche, President

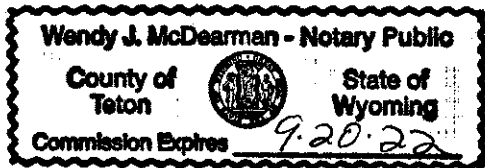
State of Wyoming)

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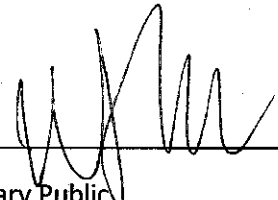
County of Teton

On this 7th day of ~~September, 2018~~ ^{W.M.} January, 2019, before me a Notary Public in and for the State of Wyoming, personally appeared Sadek Darwiche, President of Stage Stop, Inc., A Wyoming Corporation, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.



(SEAL)



Notary Public

My Commission Expires: 9.20.22

RELEASED	☐
INDEXED	☐
ABSTRACTED	☒
SCANNED	☐

QUITCLAIM DEED

Stage Stop, Inc., a Wyoming Corporation, GRANTOR, of Teton County, Wyoming, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby CONVEYS AND QUITCLAIMS TO Teton Landing LLC, a Wyoming limited liability company, GRANTEE, whose address is PO Box 1677, Jackson, WY 83001, all right, title and interest in and to the following described real estate situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

A portion of the NE1/4 NE1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described as follows

Parcel 2:

Beginning 660 feet South of the Northeast corner of Section 34, Township 41 North, Range 116 West;

thence running West 128 feet;

thence South 114 feet;

thence East 128 feet;

thence North 114 feet to the place of beginning.

PT NE1/4NE1/4 SEC 34, TWP 41, RNG 116.

PIDN: 22-41-16-34-1-00-001

GRANTOR: STAGE STOP INC

GRANTEE: TETON LANDING LLC

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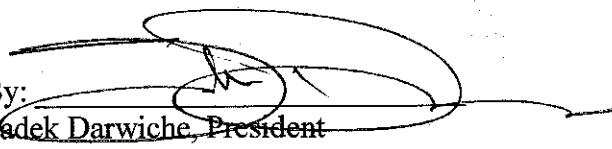
Sherry L. Daigle Teton County Clerk fees: 15.00

By Mary D Antrobus Deputy

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

WITNESS the due execution and delivery of this Quitclaim Deed this 7th day of ~~September 2018~~ January, 2019.
SD.

Stage Stop, Inc., a Wyoming Corporation

By: 
Sadek Darwiche, President

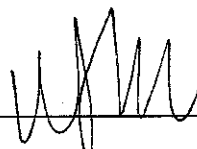
State of Wyoming)

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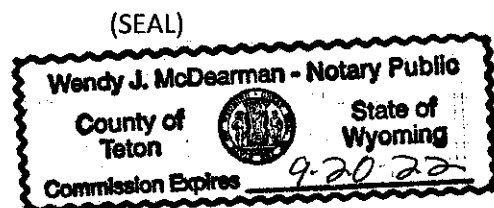
County of Teton

On this 7th day of January, 2019, before me a Notary Public in and for the State of Wyoming, personally appeared Sadek Darwiche, President of Stage Stop, Inc., A Wyoming Corporation, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public



My Commission Expires: 9-20-22



y2consultants.com
307 733 2999

CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

TETON LANDING SUBDIVISION 1ST FILING

SUBDIVISION PLAT LOTS 1-7

Prepared by:

Y2 Consultants, LLC
ATTN: Mark Fellermann
P.O. Box 2870
Jackson, WY 83001

Prepared for:

Teton Landing, LLC
ATTN: Sadek Darwiche
P.O. Box 1677
Jackson, WY 83001

March 5, 2020

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Contents

Introduction 1

Findings 1

 Is in substantial conformance with an approved development plan or development option plan or is
 a condominium or townhouse subdivision of existing physical development 1

 Complies with the standards of this Section 1

 Complies with the subdivision standards of Div. 7.2. 2

 Complies with all relevant standards of these LDRs and other County Resolutions 2

Appendix A : Development Plan for 115 Nelson Drive (P19-152)A-1

Appendix B : Zoning Compliance Verification for a Minor Deviation to an Approved Development Plan
(P19-258).....A-1

INTRODUCTION

Teton Landing, LLC currently owns two unplatted parcels, totaling 1.29 acres, located at 115 Nelson Drive within the Town of Jackson. Both parcels are zoned Neighborhood Medium-1 (NM-1) and are outside the Natural Resource Overlay and Scenic Resource Overlay. Access to the subdivision is provided via a 30' easement from Nelson Drive along the northern property boundary of Parcel 1. Parcel 2 is encumbered by Nelson Drive, steep slopes, and is therefore proposed to be combined with Lot 1.

Seven (7) lots are proposed with this subdivision, all approximately 6,200 sf and in harmony with the neighborhood character (See plat for proposed lot lines). Lot 1 is proposed to be 19,000 sf because it is combined with the entirety of Parcel 2. The minimum lot size in this zone is 3,750 sf for single-family lots. However, 3,750 sf lots would not match the surrounding neighborhood character. During the Development Plan stage, the applicant held an optional neighborhood meeting to take public comment and address any concerns.

The Development Plan associated with this application (P19-152) was approved by the Town Council on September 16, 2019. The original development plan (Appendix A) did not include Parcel 2 because the owner was not sure of the future of Parcel 2. However, in November of 2019, the applicant and the agent met with the Town of Jackson to discuss the inclusion of Parcel 2 in the Teton Landing Subdivision. The Town directed the applicant to submit a Zoning Compliance Verification for a Minor Deviation to an approved Development Plan (Item P19-258) to confirm that the inclusion of Parcel 2 within the Teton Landing Subdivision would still meet all applicable Land Development Regulations. P19-258 was approved December 31, 2019 (Appendix B).

This Subdivision Plat application and plat depict the same proposed lot lines as were approved under P19-258 as a Minor Deviation to an approved Development Plan.

FINDINGS

IS IN SUBSTANTIAL CONFORMANCE WITH AN APPROVED DEVELOPMENT PLAN OR DEVELOPMENT OPTION PLAN OR IS A CONDOMINIUM OR TOWNHOUSE SUBDIVISION OF EXISTING PHYSICAL DEVELOPMENT

Complies. This application and plat depict the same proposed lot lines as were shown in P19-258, approved December 31, 2019 (Appendix B). No physical development is proposed with this application.

COMPLIES WITH THE STANDARDS OF THIS SECTION

Complies. This subdivision complies with all standards of section 8.5.3, Subdivision Plat of the Town of Jackson LDRs.

COMPLIES WITH THE SUBDIVISION STANDARDS OF DIV. 7.2.

Complies. A land division is an allowed development option in the NM-1 zone. This subdivision seeks to subdivide two unplatted parcels into seven lots, all complying with the minimum lot size requirement.

COMPLIES WITH ALL RELEVANT STANDARDS OF THESE LDRS AND OTHER COUNTY RESOLUTIONS

Complies. This Subdivision Plat application is submitted in accordance with the standards of Section 7.2.3 and 8.5.3 Subdivision Plat of the Town of Jackson LDRs. The proposed subdivision complies with relevant standards, outlined in the NM-1 zone. The proposed subdivision lot sizes are in conformance with the minimum lot size requirements in the NM-1 zone.

APPENDIX A: DEVELOPMENT PLAN FOR 115 NELSON DRIVE (P19-152)



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 12, 2019
MEETING DATE: SEPTEMBER 16, 2019

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

SUBJECT: **ITEM P19-152:** DEVELOPMENT PLAN FOR A 7-LOT SUBDIVISION AT 115 NELSON DRIVE IN THE NEIGHBORHOOD MEDIUM DENSITY – 1 ZONING DISTRICT.

OWNER: TETON LANDINGS LLC

APPLICANT: Y2 CONSULTANTS - MELISSA RUTH

REQUESTED ACTION

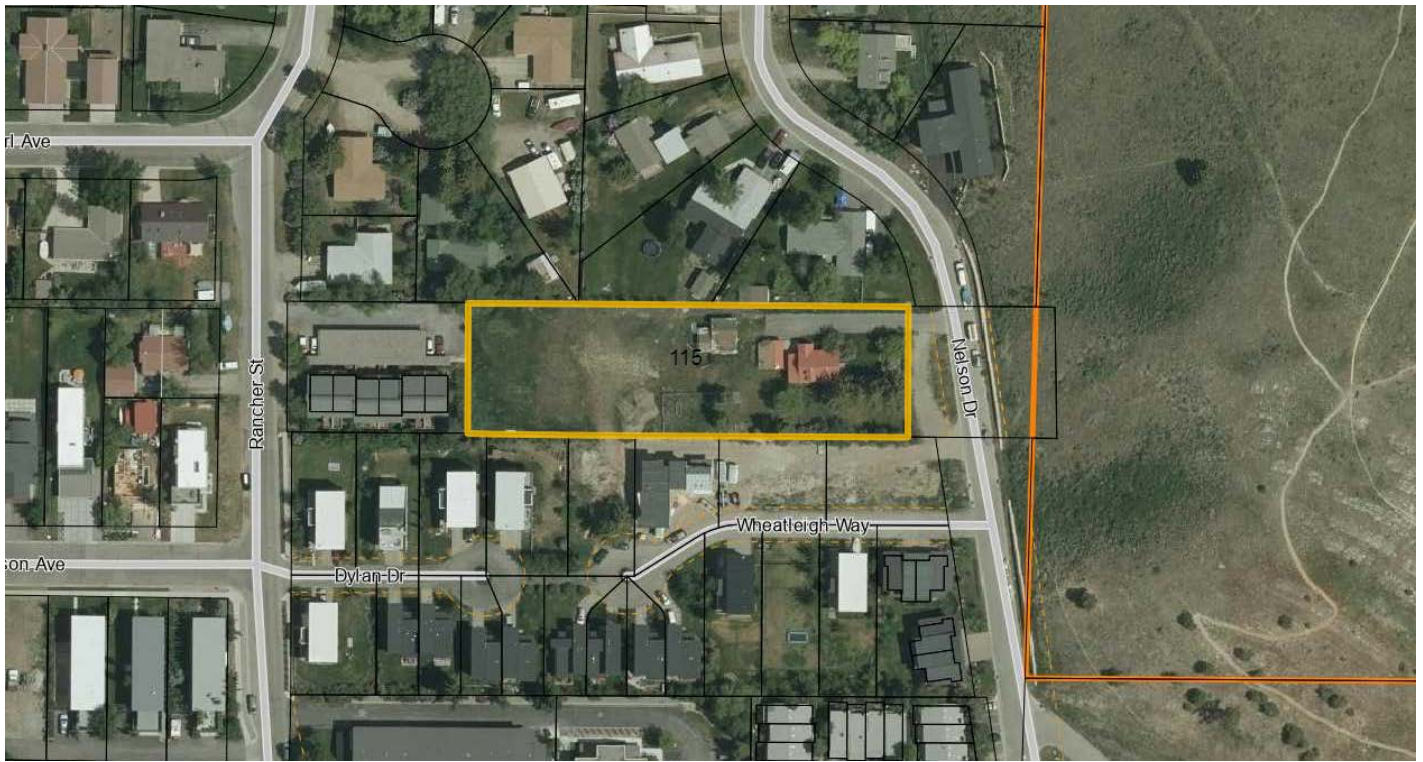
The applicant is requesting approval of a Development Plan for a 7-lot subdivision of a 1 acre parcel at 115 Nelson Drive in the Neighborhood Medium Density – 1 (NM-1) zoning district. This application is required prior to submitting a subdivision plat.

APPLICABLE REGULATIONS

Section 8.3.2. Development Plan

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). An aerial photo and zoning map are shown on the following page:



BACKGROUND

The subject property (Parcel 1) is a 1 acre (43,560 sf) parcel within the NM-1 zoning district. The parcel is rectangular with a width of approximately 113 feet and depth of approximately 380 feet. The surrounding zoning to the north is Neighborhood Low Density – 3 (NL-3), to the east, west and south is NM-1. The parcel immediately to the east (Parcel 2 – under same ownership) is bisected by Nelson Drive and just further east is

the Town limits abutting 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.

PROJECT DESCRIPTION

This Development Plan is being submitted for review prior to a Subdivision Plat request to subdivide the existing 1 acre property into a 7 lots. Each lot will be approximately 6,200 sf (55 feet wide by 113 feet deep) which exceeds the 3,750 sf minimum lot size for the NM-1 zoning district. Vehicular access will remain off of Nelson Drive. The applicant is proposing a 30 foot wide access easement which runs along the northern property line and includes a 20 foot wide private road with 5 feet on either side for utilities and snow storage. No sidewalks or physical development are proposed at this time. When developed, each new lot would allow approximately 2,500 – 3,000 sf of habitable above ground and a maximum 1 detached single-family home with 1 Accessory Residential Unit (ARU).

STAFF ANALYSIS

Staff has reviewed the proposed development for compliance with the dimensional limitations of the NM-1 zone. The dimensional limitations for each lot are listed below:

	Allowed / Required	Proposed	Complies?
Minimum Lot Size	3,750 sf	6,211 - 6,258 sf	Yes
Maximum FAR	0.40 plus 0.05 increase for each ARU	None at this time	Yes
Minimum LSR	0.45 – 0.50 plus 0.10 reduction for each ARU	None at this time	Yes
Street Setback (north)	20 feet from pavement	20 feet from pavement	Yes
Rear Setback (south)	10 feet	10 feet	Yes
Side Setback (east)	10 feet	10 feet	Yes
Side Setback (west)	10 feet	10 feet	Yes
Stories	2	None at this time	Yes
Building Height	26 – 30 feet	None at this time	Yes
Density	Max of 1 primary unit + 1 ARU per primary unit = 2 units max per lot	None at this time	Yes
Vehicular Access	Private Road – 30 foot easement w/ 20 foot wide road	Private Road – 30 foot easement w/ 20 foot wide road	Yes
Fire Turnaround	Required unless each building is fire sprinklered	Fire sprinkler all buildings	Yes
Building Envelop	n/a	2,036 sf – 2,067 sf	Yes

After reviewing the request, staff was able to make the required findings for a Development Plan and find the request to be consistent with the desired future character for this area as described in the Comprehensive Plan. The NM-1 zone allows for land division provided that all new lots meet the minimum lot size of 3,750 sf which this application does comply with. In addition, all lots have compliant vehicular access and reasonably sized building envelopes that will allow 2-story detached single-family home development similar to surrounding zoning and existing development. Because the proposed lots are smaller than 7,500 sf, each lot is limited to 1 detached single-family home and 1 ARU. Based on the minimum lot size for NM-1, no further land division will be allowed if this subdivision is approved.

Regarding road standards, a reasonable comparison of this subdivision is the Daisy Bush development immediately to the south. Similar to Daisy Bush, the proposed private road will be 20 feet wide allowing enough space for two-way traffic, but not for street parking. Since the Town does not have guest parking requirements and on-street parking on Nelson Drive is limited, staff encourages the applicant to consider the provision of guest parking, perhaps by providing ample parking on each lot as they individually develop and/or by including parking on the adjacent parcel (Parcel 2) just west of Nelson Drive. Also similar to Daisy Bush, no sidewalks are proposed or required. Snow plowing will be the responsibility of the private homeowners but the Town will eventually take ownership of the utilities through a Subdivision Improvement Agreement (SIA) that will be provided later with the Subdivision Plat. Unlike the Daisy Bush development, the proposed private road does not have a cul-de-sac or turnaround for the Fire Department. The reason for this is the owner plans to fire sprinkler all habitable structures and the Fire Department supports this proposal as noted in the Department Reviews. To ensure that all habitable structures are sprinklered, staff has added a condition of approval that the applicant provide a note on the plat requiring that all habitable structures be fire sprinklered as long as the private road remains without a compliant fire turnaround.

Staff has also added a condition of approval that at the time of Subdivision Plat submittal the applicant shall provide a 30 foot wide access and utility easement across Parcel 2 benefitting Parcel 1. There is a small portion of private land in the northwestern corner of Parcel 2 located between the Nelson Drive roadway easement and Parcel 1 that is currently unaddressed with regard to vehicular access and utilities. This condition is to ensure that if Parcel 2 is sold separately from Parcel 1 that the proposed subdivision has legal vehicular and utility access from Nelson Drive.

The applicant has submitted worksheets for Park and School Exaction estimations, however, the lot is not subject to exaction fees until the time of plat recordation. At this point in time, Park Exactions are calculated at \$18,900 and School Exactions are calculated at \$14,000. Housing mitigation fees will be paid at time of construction and will be based on the size of the detached single-family home.

If the applicant does not submit a Subdivision Plat application within 18 months of the Development Plan approval, the Development Plan will expire.

Planning Commission

The Planning Commission reviewed this item on September 4, 2019 and unanimously supported the proposal. All Commissioners felt it was the appropriate density for this area and consistent with the desired future character as described in the 2012 Comprehensive Plan. There were some concerns about guest parking and the lack of on-street parking along some portions of Nelson Drive. The Commission encouraged the applicant to consider parking each site sufficiently and to consider use of the adjacent parcel to the east to use as an amenity for the subdivision, perhaps for guest parking.

STAFF FINDINGS

Pursuant to Section 8.3.2 Development Plan of the Land Development Regulations, a development plan shall be approved upon finding the application:

1. ***Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.***

The proposed development is located within District 3 Town Residential Core and within Subarea 3.4 May Park Area of the 2012 Comprehensive Plan. Policy objectives for Subarea 3.4 May Park Area follow:

“This residential, STABLE Subarea currently provides a variety of housing types in a variety of building forms with a mix of rental and ownership units. Existing multifamily structures such as the Pioneer Homestead contain a significant number of units and serve a critical housing need in the community, which should be maintained and supported. The future character of this subarea will maintain the existing medium to high density development pattern with a mix of small lot single family, duplex, tri-plex, and multifamily structures. For all structures, the dominant building mass should be located near the street, with parking predominantly to the rear and screened from the view of the public right of way. The size and scale of multifamily structures will be predominantly two stories with three stories considered in specific cases with proper design. These structures should be broken into multiple smaller buildings when possible. Any opportunity to extend the adjacent gridded street network through this area would be beneficial. A primary feature of this area is the currently undeveloped May Park. The future use and development of this park will increase the livability of the area and support the existing and future medium to high density residential development.”

Complies. Staff finds that the proposed application is consistent with the described future character of this area by proposing single-family home lots which is one of the desired housing types for the NM-1 zone. The proposed lots meet the minimum lot size requirement of this zone and the remaining building envelopes will allow development that is similar in size, bulk and density with what surrounds it.

In addition, Staff has analyzed this application for consistency with the Policy Objectives of Character District 3: Town Residential Core as follows, finding that no other policies of the Jackson/Teton Comprehensive Plan are applicable.

Common Value 1: Ecosystem Stewardship

Not applicable.

Common Value 2: Growth Management

Policy 4.1.b Emphasize a variety of housing types, including deed-restricted housing.

Complies. The resulting lots will allow detached single-family homes which is the desired housing types according the Subarea 3.1.

Policy 4.3.a Preserve and enhance stable subareas.

Complies. This subdivision proposal is consistent with the character of the Neighborhood Medium Density - 1 zoning district (NM-1). The resulting lots are in keeping with the single-family character described by the stable Subarea 3.1 East Jackson and are of a similar lot size as surrounding properties.

Policy 4.3.b Create and develop transitional subareas.

Not applicable.

Policy 4.4.d Enhance natural features in the built environment.

Not applicable.

Common Value 3: Quality of Life

Policy 5.2.d Encourage deed-restricted rental units.

Not applicable.

Policy 5.3.b Preserve existing workforce housing stock.

Not applicable.

Policy 7.1.c Increase the capacity for use of alternative transportation needs.

Not applicable.

2. *Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

Complies. The proposed Development Plan is not located in the NRO or the SRO.

3. *Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.*

Complies. The development will mitigate park and school impacts through payment of exactions at the ratio required in the LDRs for residential development at the time of Subdivision Plat recordation. Staff finds that the proposed subdivision as conditioned will not have a significant impact on other public facilities and services as the development does not expand the anticipated growth within the NM-1 zone based upon allowable lot size.

4. *Complies with the Town of Jackson Design Guidelines, if applicable.*

Complies. Design Guidelines do not apply to this request.

5. *Complies with all relevant standards of these LDRs and other Town Ordinances.*

Complies. Staff finds that the Development Plan proposal is in compliance with all relevant LDR standards.

6. *Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. Not applicable.

ATTACHMENTS

Department Reviews
Applicant Submittal

PUBLIC COMMENT

Written public comment (attached) has been received by a property owner (Judd Grossman) who lives northwest of the proposed subdivision. The public comment expressed concerns over the density and felt that additional density in east Jackson is not appropriate and will increase traffic on local streets. Staff's general

response is that the proposed subdivision is consistent with the underlining zoning and the desired future character described in the 2012 Comprehensive Plan.

LEGAL REVIEW

Complete.

STAFF IMPACT

None at this time.

FISCAL IMPACT

None at this time.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director and Planning Commission recommend **approval** of a Development Plan for a 7-lot subdivision located at 115 Nelson Drive subject to the Land Development Regulations, the department reviews attached hereto and the following condition(s) of approval:

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

SUGGESTED MOTIONS

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

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

APPENDIX B: ZONING COMPLIANCE VERIFICATION FOR A MINOR DEVIATION TO AN APPROVED DEVELOPMENT PLAN (P19-285)



PLANNING & BUILDING DEPARTMENT

December 31, 2020

Y2 Consultants – Melissa Ruth
PO Box 2870
Jackson, WY 83001

Re: Item P19-285
Zoning Compliance Verification - Minor Deviation to P19-152
115 Nelson Drive (Parcel 1) & Parcel 2

Dear Ms. Ruth:

This letter is to confirm that on December 31, 2019, the Planning Director **approved** your request for a Minor Deviation to Item P19-152 a Development Plan (7-lot subdivision) for the property addressed at 115 Nelson Drive being able to make the following required findings pursuant to Section 8.2.13.B.2 Minor Deviations:

- a. Complies with the standards of the current LDRs; **Complies**
- b. Does not include reductions in the amount of open space set aside or required resource protection; and **Complies**
- c. Does not include increases in the amount of building floor area. **Complies**

Specifically, this Minor Deviation approves the following:

1. This minor deviation incorporates .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 will remain at 7, however the eastern-most lot (Lot 1) will increase in size from 6,268 sf to 19,000 sf. The designation of setbacks will remain the same: Front Setback (north) measured from pavement is 20 feet, Side Setback (east) measured from the roadway easement is 10 feet, Side Setback (west) is 10 feet and Rear Setback (south) is 10 feet. Although Lot 1 will result in a much larger building envelop and allowable square footage, this additional development potential already existed and is simply being included into Parcel 2. Vehicular access shall be taken from the newly created private roadway and not from Nelson Drive.

Please note that any further revisions to the Development Plan shall be reviewed and approved by the Planning Director. Approval of any changes to the Development Plan shall be in accordance with Section 8.2.13.B.2. Minor Deviations of the Jackson Land Development Regulations.

Should you have any questions or require further information on this matter, please contact me at 733-0440, Ext. 1305.

Respectfully,


Tyler Valentine
Senior Planner

CERTIFICATE OF OWNER

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

The undersigned owner and proprietor hereby certifies that the foregoing subdivision of those parcels described in Document No. 962961 and Document No. 962962 recorded in the Office of the Clerk of Teton County, Wyoming, lying within the NE1/4NE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Town of Jackson, Teton County, Wyoming as shown hereon is with their free consent and in accordance with their desire:

- that the name of the subdivision shall be the TETON LANDING ADDITION TO THE TOWN OF JACKSON;
- that this subdivision contains seven lots, LOT 1 through LOT 7, as shown hereon;
- that this subdivision is accessed from Nelson Drive and a private road as shown hereon;
- that this subdivision is subject to a 30' wide access and utility easement as shown hereon, for the benefit of Lots 1–7;
- that the TETON LANDING ADDITION TO THE TOWN OF JACKSON is in accordance with, and subject to the terms and conditions of the Final Development Plan for the Teton Landing Subdivision (P19–152), as approved by the Town of Jackson Town Council on September 16, 2019, and a Minor Deviation to said Final Development Plan (P19–285), and any subsequent amendments thereto, all of record in the Town of Jackson Planning and Building Department.
- that this subdivision is subject to a Utility Easement granted to the Town of Jackson, including terms and conditions contained therein, recorded as Document No. 617557 in the Office of the Clerk of Teton County, Wyoming;
- that this subdivision is subject to a Roadway and Utility Easement granted to the Town of Jackson, including terms and conditions contained therein, recorded as Document No. 617556 in the Office of the Clerk of Teton County, Wyoming;
- that this subdivision is subject to a Right of Way Easement, including terms and conditions contained therein, recorded in Deed Book 6, Page 15 in the Office of the Clerk of Teton County, Wyoming;
- that this subdivision is subject to a Right of Way, including terms and conditions contained therein, recorded in Deed Book 6, Page 30 in the Office of the Clerk of Teton County, Wyoming;
- that this subdivision is subject to a Map of Survey recorded as Map T–76 in the Office of the Clerk of Teton County, Wyoming;
- that no surface water rights are attached to this subdivision;
- that access across all roads, driveways, and parking areas located within said subdivision is hereby granted to emergency vehicles including police, ambulances, and fire department vehicles;
- that the undersigned owner hereby reserves unto itself, and its heirs, successors, and assigns, the right to perform all necessary construction activities in, under, over, upon, and across the foregoing subdivision to grade, install infrastructure, landscaping, utilities, and roadways, and to store materials thereon, and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;
- that this subdivision is subject to any other easements, restrictions, reservations, rights-of-way, and conditions of sight and/or record including, but not limited to those shown hereon;
- that the parcels of land described in Document No. 962961 and Document No. 962962 are hereby vacated pursuant to Section 34–12–106, Wyoming Statutes, being reconfigured as Lots 1–7 TETON LANDING ADDITION TO THE TOWN OF JACKSON, all in accordance with Section 15–1–415, Wyoming Statutes.

Sadek Darwiche, Managing Partner, Teton Landing LLC, a Wyoming Limited Liability Company

ACKNOWLEDGMENT

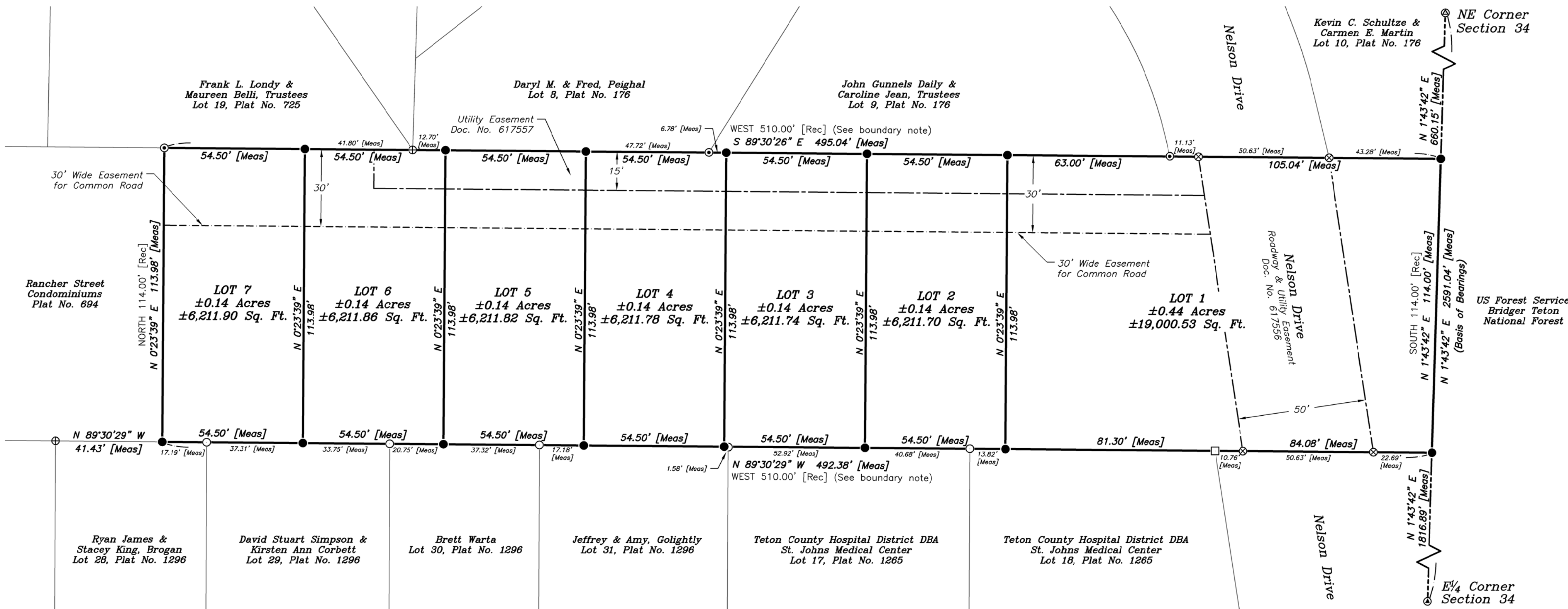
STATE OF WYOMING)
))ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sadek Darwiche, Managing partner, Teton Landing LLC a Wyoming Limited Liability Company, on this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My commission expires:



OWNER:
TETON LANDING LLC
P.O. BOX 1677
JACKSON, WYOMING 83001

SURVEYOR

Y2 CONSULTANTS
180 SOUTH WILLOW ST.
P.O. BOX 2870
JACKSON, WYOMING 83001
PHONE: 307-733-2999

NUMBER OF LOTS: 7
AVERAGE ACREAGE/LOT: 0.18 ACRES
TOTAL PROJECT ACREAGE: 1.29 ACRES

PREPARATION DATE: JANUARY 30, 2020
FINAL REVISION DATE: JULY 20, 2020

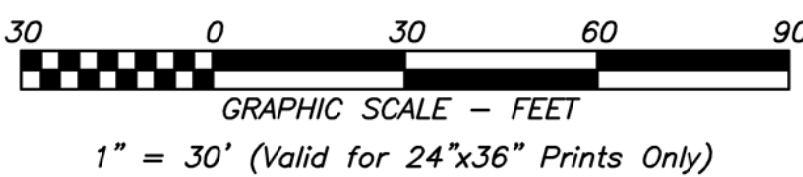
Project Number 18202
Project Path F:\2018\18202_Darwiche\Survey\ACAD\18202_190826_PLAT.dwg
Drawn By MNW
Reviewed By MNW
Drawing Date January 30, 2020
Revision Date July 20, 2020

LEGEND

- Indicates a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey
- Indicates an aluminum cap inscribed "PLS 4270" found this survey
- Indicates an aluminum cap inscribed "PLS 578" found this survey
- Indicates an aluminum cap with illegible markings
- Indicates a brass cap inscribed "RLS 164" with other appropriate markings found this survey
- Indicates BLM brass cap with appropriate markings found this survey
- Indicates a 5/8-inch diameter rebar found this survey

- Measured Property Boundary
- Adjoining Property Boundary
- Record Easement
- Private Road Easement
- Section Line

S 89°12'57" E 110.12' [Meas]
S 89°34'12" E 110.18' [Rec]



CERTIFICATE OF APPROVAL

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

The foregoing THOMPSON ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Town Council held on the _____ day of _____, 2020 in accordance with Section 15–1–415, Wyoming Statutes, and the Town of Jackson Land Development Regulations.

SIGNATURE BY SEPARATE AFFIDAVIT
Pete Muldoon, Mayor

Attest:
ATTESTATION INCLUDED ON MAYOR'S SEPARATE AFFIDAVIT
Sandra P. Birdshaw, Clerk

SIGNATURE BY SEPARATE AFFIDAVIT
Brian Lenz, Town Engineer

SIGNATURE BY SEPARATE AFFIDAVIT
Paul Anthony, Planning Director

CERTIFICATE OF MORTGAGEE

Consent of Mortgagee, Bank of Jackson Hole, by separate affidavit recorded contemporaneously.

GENERAL NOTES

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

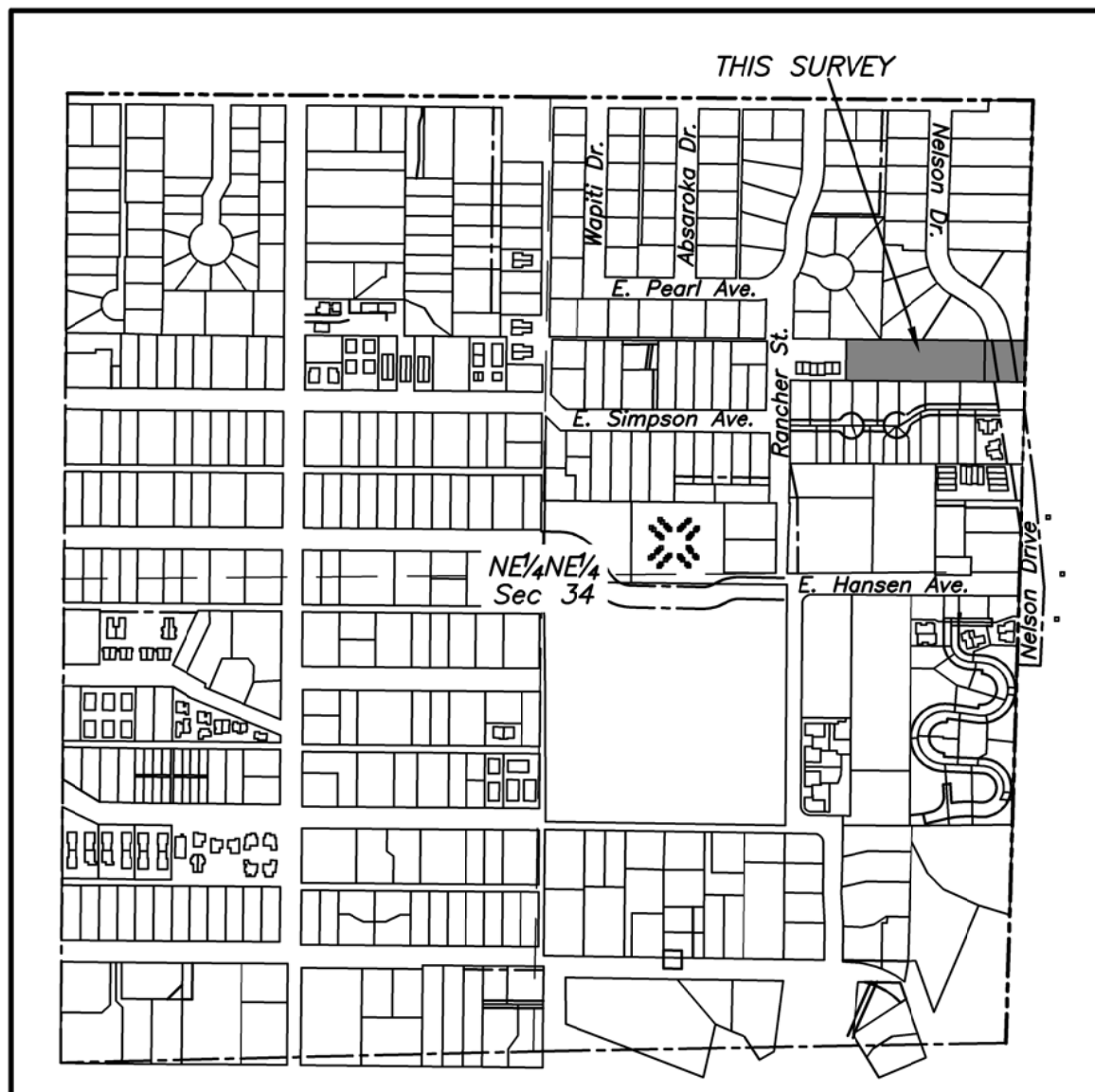
PUBLIC MAINTENANCE OF NELSON DRIVE. NO PUBLIC MAINTENANCE OF PRIVATE ROADS WITHIN THIS SUBDIVISION

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

BOUNDARY NOTES

The current legal descriptions for the parcels contained in Document No. 962961 and Document No. 962962 recorded in the Office of the Clerk of Teton County, Wyoming are based on an erroneously measured east line of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, resulting in a deeded overlap with United States Forest Service lands to the east of this subdivision. This Plat represents the correct location of said east line but results in a large discrepancy between the measured and record east–west dimensions of the subject property as shown hereon. Map T–76 illustrates the deeded overlap well.

VICINITY MAP



NE1/4NE1/4 of Section 34,
T. 41 N., R. 116 W., 6th P.M.,
Teton County, WY

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

I, Mark Fellermann, a Professional Land Surveyor of Jackson, Wyoming, hereby certify, to the best of my knowledge and belief:

that this plat was made from the notes of an actual survey conducted under my direction during October of 2018 and April of 2019, and from records on file with the Office of the Clerk of Teton County, and that it correctly represents the points and corners found at the time of said survey;

that this plat correctly represents the final plat of the TETON LANDING ADDITION TO THE TOWN OF JACKSON within the NE1/4NE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming;

that the TETON LANDING ADDITION TO THE TOWN OF JACKSON is IDENTICAL to that land described in Document No. 962961 and Document No. 962962 recorded in said Office, being more particularly described as follows:

BEGINNING at a point on the east line of said Section 34, said point lying S 1°43'42" W, 660.15 feet from the northeast corner of said Section 34, and marked by a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey;

THENCE S 1°43'42" W, 114.00 feet, along said east line to a point marked by a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey;

THENCE N 89°30'29" W, 492.38 feet, departing said east line to a point marked by a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey;

THENCE N 0°23'39" E, 113.98 feet to a point marked by an aluminum cap inscribed "PLS 578" found this survey;

THENCE S 89°30'26" W, 495.04 feet to the POINT OF BEGINNING;

Said parcel encompasses 1.29 acres, more or less.

Subject to easements, rights-of-way, reservation, and restrictions, of sight and/or record, including but not limited to those shown hereon.

The basis of bearings for this survey is referenced to a direct GPS measurement and is considered geodetic (geodetic north using WGS84 and NAD83), resulting in a bearing of N 01°43'42" E along the east line of the NE1/4NE1/4 of Section 34, as shown hereon.

Mark Fellermann
Wyoming Professional Land Surveyor No. 16012

ACKNOWLEDGMENT

STATE OF WYOMING)
))ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mark Fellermann on this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My commission expires:

FINAL PLAT
FOR
TETON LANDING ADDITION
TO THE TOWN OF JACKSON
Being a Portion of the
NE1/4NE1/4 Section 34
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING



we define, design & deliver
the places that you play, live & work



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
y2consultants.com
Ph: 307-733-2999

Affidavit of Acknowledgment and Acceptance of Final Plat

KNOW ALL MEN BY THESE PRESENTS:

Brian Lenz, Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Brian Lenz, Town Engineer for the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled Teton Landing Addition to the Town of Jackson dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of _____, 2020

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

Brian Lenz, Town Engineer

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by Brain Lenz as Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming this ____ day of _____, 2020. Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgment and Acceptance of Final Plat

KNOW ALL MEN BY THESE PRESENTS:

Paul Anthony, Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Paul Anthony, Director of Planning for the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled Teton Landing Addition to the Town of Jackson, dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of _____, 2020

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

By: Paul Anthony, Director of Planning

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by Paul Anthony, Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming this ____ day of _____, 2020. Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgment and Acceptance of Plat

KNOW ALL MEN BY THESE PRESENTS:

_____, _____, Bank of Jackson Hole, a Wyoming banking corporation, being first duly sworn, does hereby depose and say:

1. That Bank of Jackson Hole is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded as Document Number 0955047, recorded on August 17, 2018, which affects title to real property according to those quitclaim deeds recorded in said Office as Document Numbers 0962961 and 0962962 on January 8, 2019.
2. That I have examined a copy of the Final Plat of the Teton Landing Addition to the Town of Jackson, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____ to be recorded in said Office;
3. That I hereby consent to the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said Plat;
4. That I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said Plat.

Further affiant sayeth naught.

BANK OF JACKSON HOLE, a Wyoming banking corporation

By: _____

Its: _____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____ for Bank of Jackson Hole, a Wyoming banking corporation, and known to me, or proven by satisfactory evidence, to be the _____ of the banking corporation that executed the foregoing instrument and acknowledged said assignment to be the free and voluntary act and deed of the corporation, by authority of Statute, its articles of incorporation or its corporate bylaws, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the banking corporation.

Notary Public

Affidavit of Acknowledgment and Acceptance of Final Plat

KNOW ALL MEN BY THESE PRESENTS:

Pete Muldoon, Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Pete Muldoon, Mayor of the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled Teton Landing Addition to the Town of Jackson dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of _____, 2020

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

By: Pete Muldoon, Mayor

ATTEST

Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Pete Muldoon, Mayor for the Town of Jackson, Teton County, Wyoming, a Wyoming municipal corporation and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

Notary Public

**TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS**

DATE: 4/26/19

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: TETON LANDING SUBDIVISION
2. LOCATION: 115 NELSON DRIVE
3. PROJECT NUMBER: P18-224
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	<u> </u>		1.25	<u> </u>
1 BEDROOM	<u> </u>		1.75	<u> </u>
2 BEDROOM	<u> </u>		2.25	<u> </u>
3 BEDROOM	<u> 7 </u>		3.00	<u> 21 </u>
4 BEDROOM	<u> </u>		3.75	<u> </u>
5 BEDROOM	<u> </u>		4.50	<u> </u>
EACH ADDITIONAL BEDROOM	<u> </u>		0.50	<u> </u>
DORMITORY	<u> </u>		1 per 150 sf of net habitable area	<u> </u>
TOTAL	<u> </u>			<u> </u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{21} \text{ TOTAL PROJECTED POPULATION} \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \underline{0.189} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.189} \text{ REQUIRED ACRES} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{18,900} \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

**TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS**

DATE: 4/26/19

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: TETON LANDING SUBDIVISION
2. LOCATION: 115 NELSON DRIVE
3. PROJECT NUMBER: P18-224

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>7</u>		<u>0.14</u>
.015 ACRES PER UNIT MULTI-FAMILY		<u> </u>		<u> </u>

5. CALCULATE CASH IN-LIEU:

$$\frac{0.14}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$14,000 \text{ CASH-IN-LIEU}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TETON LANDING
SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made by Teton Landing LLC, a Wyoming limited liability company, its successors and assigns ("Declarant"), as owner of the subdivision known as the Teton Landing Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Clerk of Teton County, Wyoming on _____ day of _____, 2020 as Plat No. _____ ("Property").

NOW THEREFORE, the Declarant imposes this Declaration on the Property and the Property shall be held, sold and conveyed subject to the following Declaration, which is for the purpose of protecting the value and desirability of the Property, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I – Definitions

Association. The Teton Landing Association, a Wyoming nonprofit corporation, its successors and assigns, shall be charged with enforcing this Declaration. The "Articles" shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time. The "Bylaws" shall refer to those Bylaws adopted by the Association, as they may be amended from time to time. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Association and Board until the Declarant Termination, unless the Declarant delegates, in writing, certain rights to the Association prior to such time.

Board of Directors, or Board. The body responsible to the Members for operations of the Association selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the "Board". For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Board until the Declarant Termination, unless the Declarant delegates, in writing, certain rights to the Board prior to such time.

Common Road. The 30-foot easement along the northern boundary of the Property which provides access to the Lots, and as more particularly depicted on the Plat. All Owners, their guests, licensees, invitees, and tenants shall have a right and easement of access, use and enjoyment in and to the Common Road, which shall be appurtenant to and shall pass with the title to every Lot. The Association shall be responsible for the maintenance, repair and plowing of the Common Road, and these expenses shall be considered Common Expenses. The Common Road shall be a private road at all times. The Town of Jackson has an easement over a portion of the Common Road for public utilities, pursuant to a Utility Easement recorded on March 5, 2004 as Document Number 617557.

Common Utilities. The Declarant shall install, maintain and repair utilities within the Common Road. Maintenance and repair expenses associated with utilities within the Common Road shall be considered Common Expenses.

Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Property, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard shall be established initially by the Declarant and may be more specifically defined in the Design Guidelines, the Master Rules and Regulations, and in Board resolutions.

Declarant. Teton Landing, LLC, a Wyoming limited liability company, or any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights set forth in this Declaration until the Declarant Termination.

Declarant Termination. All of the Declarant's rights granted under this Declaration shall remain in full force and effect until 4 of the Lots are sold to Owners (other than Declarant). At the Declarant Termination, all powers, rights and responsibilities of the Declarant set forth in the Governing Documents shall be automatically terminated, relinquished, assigned and shall vest in the Association as forth herein. The Board is authorized to file an affidavit of the facts surrounding the Declarant Termination. Prior to the Declarant Termination, any reference herein to the Board or Association shall be deemed to be a reference to the Declarant as the Declarant shall exercise all such rights, unless delegated by a written instrument to the Board or Association as the case may be.

Design Guidelines. The architectural, design and construction guidelines and review procedures adopted by the Declarant, as they may be amended.

Governing Documents. A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles, the Design Guidelines, Community-Wide Standards, and the Master Rules and Regulations, as they may be amended.

Lot. All numbered, single-family residential lots depicted on the Plat.

Master Rules and Regulations. The Master Rules and Regulations applicable to the Property, which have been adopted by the Board.

Member. A Person subject to membership in the Association pursuant to this Declaration.

Mortgage. A mortgage, a deed to secure debt, or any other form of security instrument affecting title to any Lot or all or any portion of the Property. "Mortgagee" shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

Owner. One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

Plat. The Teton Landing Addition to the Town of Jackson, Teton County, Wyoming, which plat was recorded in the Office of the Clerk of Teton County, Wyoming on _____, 2020, as Plat No. _____.

Property. The real property shown on the Plat, together with all buildings and improvements thereon.

Article II – Property Rights in Common Road

Section 1. **Common Road Easement.** All Owners and their guests, licensees, invitees and tenants shall have an easement over the Common Road for access, use and enjoyment, and such easement shall be appurtenant to and shall pass with the title to every Lot. The Declarant reserves for itself and its assigns an easement over, under and through the Common Road for access, maintenance (which shall include snow removal and snow storage), and the installation and maintenance of underground utilities. The Common Road shall remain a private road at all times. Motor vehicles are prohibited from parking on the Common Road, except as specifically allowed in writing by Declarant for maintenance of the Common Road or the Lots. The Declarant reserves the right to impose rules and regulations on the use of the Common Road.

Section 2. **Delegation of Use of the Common Area.** Any Owner may delegate his or her right of enjoyment to the Common Road to the members of his or her immediate family, guests or tenants who reside on a Lot.

Article III—Development and Use Restrictions

All development and use of Lots within the Property shall conform to the following requirements, and to the rules and regulations and design guidelines promulgated hereunder:

Section 1. **Authorized Use.** Only single-family residential use shall be permitted.

Section 2. **Prohibited Uses.** No commercial, industrial or other non single-family residential use shall be permitted on any Lot with the exception of a “home business” use, provided the “home business” is (1) authorized by the Town of Jackson Land Development Regulations, (2) contained wholly within the dwelling unit on a Lot, (3) no employees regularly work on the Lot, (4) no clients or customers regularly visit the Lot, (5) no commercial deliveries (other than UPS, Fed Ex and the like) are made to the Lot, (6) no advertising is made upon the Lot or dwelling unit on the Lot, and (7) the activity does not create a nuisance or adversely impact the neighborhood, as determined in the sole discretion of the Declarant.

Section 3. **Development.** All buildings, accessory structures, and other authorized structures shall be constructed wholly within a Lot and in accordance with the established setbacks.

Section 4. **Construction.** No pre-cut, prefabricated or modular structures shall be permitted for the outside of the building without the written consent of the Declarant, which consent may be withheld in the Declarant’s sole discretion and may be based solely on aesthetic considerations. All construction must be completed within 18 months from the

commencement date of construction, unless the Declarant approves an extension for good cause, not to exceed 6 months.

Section 5. Materials; Colors. Exterior colors shall be neutral and earth-tone, and shall blend with the natural surrounding landscape. No reflective or glossy materials shall be used on the exterior of any structure, unless approved by the Declarant.

Section 6. Height Limitations; Floor Area Limitations. Height and floor area shall comply with the the Town of Jackson Land Development Regulations.

Section 7. Fencing. No boundary fences around the exterior Lot lines shall be permitted without the approval of the Board. The following fences are permitted on a Lot, provided the fencing complies with the Town of Jackson Land Development Regulations then in effect:

- a. Garden plots. On garden plots, a garden fence not greater than 3 feet in height, unless otherwise approved by the Declarant, and which shall be made of materials that are compatible with the primary structure on a Lot.
- b. Dog run. A dog run, which fence shall not exceed 4 feet in height unless otherwise approved by the Declarant, and which shall be made of materials that are compatible with the primary structure on a Lot.
- c. Construction fencing. Construction fencing shall be allowed to demarcate the area of construction disturbance or to prevent erosion into public areas. Construction fencing must be immediately removed upon completion of the construction project.
- d. Screening Fencing. Fencing to screen patios, gardens, or surface areas shall be of the same material and color as the primary structure on a Lot.

Section 8. Utilities. Declarant hereby reserves an easement over, under and through the Common Road for the installation and maintenance of power, telephone, TV cable and other utilities. Each owner is responsible for the installation and maintenance of (including the costs associated therewith) utilities outside of the Common Road on his or her respective Lot. All utilities shall be installed underground.

Section 9. Temporary Structures Prohibited. No temporary structures or facilities, such as trailers, tents, shacks or other similar buildings, shall be permitted on any Lot, except during construction.

Section 10. Maintenance. Each Lot and all improvements thereon shall be maintained in a clean, safe, sanitary and sightly condition. Boats, tractors, campers, snowmobiles, ATVs, and snow removal equipment shall be kept within an enclosed structure at all times, except when in use during the appropriate season. By way of example, an Owner is permitted to store a boat on his or her Lot from June to September, but boats must be placed within an enclosed structure from October to May. All vehicles and equipment on a Lot must be located on a paved surface and may not encroach upon landscaped areas of a Lot. Refuse, garbage and

trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view. No lumber, cut grass, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Lot.

Owners are responsible for the maintenance of their respective Lots. Should an Owner not properly maintain the elements which are its responsibility under these covenants then, following 30 days' notice from Declarant, Declarant or its designee may enter the Lot and may perform such maintenance or repairs, and the Owner shall be liable to the Declarant for the full cost of such entry, maintenance and repair.

Section 11. Pets. No livestock or pets shall be kept or maintained on any Lot except as provided in these covenants. "Invisible fencing" shall be permitted on any Lot. Cats, dogs or other domestic animals which are normally kept and maintained indoors shall be permitted on any Lot. No more than 2 dogs may be kept on any Lot, without the approval of the Declarant, provided however that a litter of puppies born to a dog owned by the Lot owner may be kept or maintained upon any Lot for a period not to exceed 5 months, provided that said puppies are maintained and restrained in accordance with the provisions of these covenants. If any pets are caught or identified chasing or harassing wildlife or people, the Declarant shall have the authority to penalize the owner of such animal not more than \$100.00 for a first offense, and \$200.00 for a second offense. The Declarant has the authority to impound the animal after a third offense, and the owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against Declarant.

Section 12. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of a Lot.

Section 13. Signs. No signs or advertising devices shall be erected or maintained on any Lot, except for (i) a single "For Sale" sign and (ii) a sign, of reasonable proportions, which identifies the owner and street address. Marketing signs may be placed on the Property by the Declarant.

Section 14. Snowmobiles Prohibited. No snowmobiles, "ATVs", or similar devices or vehicles shall be operated on any Lot for recreational purposes.

Section 15. Firearms/Fireworks. The discharge of rifles, pistols, and fireworks is prohibited on the Property.

Section 16. Landscaping; Mineral Activities. No mining or mineral extraction shall be permitted on any Lot. Excavation for landscape and home construction purposes is permitted. Owners shall be responsible for landscaping on their respective Lots. Landscaping shall be maintained in a sightly condition. The use of native trees, shrubs and grasses is encouraged on all Lots.

Section 17. Satellite Dishes. No satellite dishes other than small, DDS-type dishes are permitted on any Lot without Declarant approval. Dishes larger than the small, DDS-type dish must be screened.

Section 18. Subdivision. No Lot or Lots shall be combined or subdivided in any manner except that 2 contiguous Lots, if owned by the same record owner, may, if one Lot is vacant, be combined as 1 Lot. Each combined Lot shall be treated as 1 Lot for the purpose of applying this Declaration

Section 19. Fire Sprinklers. All habitable structures on a Lot shall have fire sprinklers.

Article IV – Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed of conveyance for the improvements on a Lot, whether or not it shall be stated in such deed, is deemed to covenant and agree to pay to Declarant: (1) Base Assessments or charges, (2) Special Assessments for capital improvements, and (3) Individual Assessments for damages caused by an Owner, his/her guests, tenants, and invitees (collectively "Assessments"). All Assessments together with interest, costs, fines, and reasonable attorney's fees as set forth below ("Costs"), shall be a charge on the each Owner's Lot and the Association may file a lien against any Lot, and improvements located thereon, within the Property for any delinquent Assessment.

Section 2. Purpose of Base Assessments. Base Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance, repair and replacement of the Common Road and Common Utilities.

Section 3. Special Assessments. Declarant may levy a Special Assessment to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Property. Special Assessments may be amortized over a five-year period, provided that the capital improvement work commences within one year of the initial imposition of the Special Assessment.

Section 4. Individual Assessments. Individual Assessments may be levied against less than all the Owners for expenses related to that Owner, its guests, invitees, and tenants. Individual Assessments may be levied to remedy any violation of this Declaration, subject to prior notice and at least 30 days' opportunity to cure, excepting that if such violation cannot be remedied during winter months, a reasonable time to cure shall be afforded.

Section 5. Uniform Rate of Assessment. Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis.

Section 6. Establishment of Assessment Due Dates. No Assessment shall be due until at least 30 days' notice of the Assessment has been provided by Declarant. Written notice of the annual Assessment shall be sent to every Owner at the mailing address included in the Tax Assessor's records, or at any other address provided to Declarant in writing by Owner at least 60 days prior

to imposition of the Assessment. The due dates for Assessments shall be established by Declarant. Declarant shall, upon demand, and for a nominal charge, furnish a certificate signed by an officer of Declarant setting forth whether the Assessments on a specified Lot have been paid.

Section 7. Annual Budget. The Declarant shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount of the Base Assessment based on this estimate. The budget estimate may include a reserve for future contingencies. Such annual budget shall be prepared and approved by the Board at least 30 days in advance of each annual assessment period.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum, or the maximum rate permitted by law. Declarant is authorized to sue, at law or in equity, the Owner once the amounts due exceed \$1,000, or foreclose a lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Road or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. Sale or transfer of any Lot shall not affect the Assessment lien unless extinguished in foreclosure.

Section 10. Foreclosure. In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Assessment lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the sheriff's sale.

Article V—Association

Section 1. Association. All Owners shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Lot is entitled to one vote, regardless of the number of Owners of a Lot. In the event multiple Owners of a lot file multiple votes, the vote of that Lot shall be nullified and of no force and effect. The Association shall have all of the powers set forth in the Governing Instruments.

Section 2. Board of Directors of the Association. The Board of Directors of the Association shall consist of 3 members. The term of each Board member shall be 3 years with staggered terms such that each year, one board member's term expires. Board members shall be elected by a majority vote of the Members.

- A. Authority and Duties of Board. Pursuant to the powers and authority vested in it by Wyoming law and the Governing Instruments, the Board shall be responsible for the hiring of employees, the enforcement and administration of this Declaration, shall contract for and supervise common services, enforce the development and use regulations and take all other actions necessary to administer this Declaration. Once

the Declarant Termination occurs, all rights of the Declarant shall be vested and automatically transfer to the Board.

- B. Meetings. The Board shall call and conduct an annual meeting of all Owners, at which time expiring or vacant Directors' terms shall be filled, and such other business shall be conducted as brought before the meeting by the Board or the Owners, and shall meet as necessary from time to time to administer this Declaration. The Board shall provide Owners with at least 30 days' notice prior to an annual meeting. The Board is also authorized to call special meetings.
- C. Limitation of Liability. No Board Member shall be liable to any party for any action or inaction with respect to any provisions of this Declaration, provided that such Board Member has acted in good faith. No member of the Board shall have any personal liability to an Owner or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association, so long as the member has acted in good faith.

Article VI – Architectural Control and Design Guidelines

Section 1. Approval of Exterior Improvements. No improvement shall be constructed or reconstructed on a Lot until the plans and specifications have been approved in writing by Declarant. In order to obtain approval for any improvements on a Lot, Owners must submit all plans and specifications required by Declarant, which plans and specifications must, at a minimum, include (i) renderings of the proposed structure, (ii) height of the proposed structure, (iii) a detailed description of the exterior materials to be used on the structure, (iv) a landscaping plan, and (v) a site plan showing the location of the proposed structure on the Lot. Declarant shall, utilizing reasonable discretion, determine if the construction or reconstruction plans are in harmony with surrounding structures. Declarant shall have 45 days from the date the plans and specifications are submitted to approve or deny the same. If Declarant fails to respond to a submittal within 45 days of submittal to Declarant, the plans and specifications shall be deemed approved. If Declarant denies the plans or specifications, an Owner shall be permitted to resubmit revised plans and specifications to Declarant.

Declarant is authorized to grant variances from any design guidelines contained within this Declaration.

Section 2. The Declarant is authorized, though not required, to create a Design Review Committee, which shall consist of at least 3 Members. The Design Review Committee, if created, shall assume the duties of the preceding section. Prior to Declarant Termination, the Declarant may appoint members to the Design Review Committee. After Declarant Termination, members of the Design Review Committee shall be elected or appointed by the Board.

Section 3. The Declarant shall be authorized to adopt Design Guidelines for the Property.

Article VII— General Provisions

Section 1. Violations-Enforcement-Costs. The Declarant or any Owner may take judicial action against any Owner to enforce compliance with this Declaration or to obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

Section 2. Indemnification. The Declarant and Association shall be indemnified from all costs related to any claim against the Declarant for its actions arising under this Declaration. The Costs shall include all costs to indemnify the Declarant or the Association and its officers and Board, their agents, successors and assigns, from all claims, suits, action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property, or arising out of the enforcement of this Declaration.

Section 3. Joint and Several Liability. In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 4. Approvals And Variances. Whenever a variance is requested by an Owner, the Declarant is authorized to grant variances from any provision within this Declaration in cases of special circumstances, practical difficulties not the fault of an Owner, or unnecessary hardship not caused by an Owner; provided, however, that no such variance shall have a material adverse effect on any other Lots and any such variance shall be in accordance with the purposes and intent of this Declaration and all such variances shall be the smallest deviation from this Declaration to achieve the desired effect sought by the variance.

Section 5. Severability. Invalidity of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Headings. Headings are for convenience and informational purposes only.

Section 7. Amendment. This Declaration may be amended by an instrument signed and acknowledged by Declarant prior to the Declarant Termination. After Declarant Termination, this Declaration may be amended by 5 of the 7 Lot Owners. Any amendment to this Declaration, or any subsequent supplements or amendments thereto, must be recorded with the Teton County, Wyoming Clerk.

Section 8. Binding Effect. This Declaration shall run with and bind the Property, and bind all present and future Lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such Lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 9. Duration. All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof. This Declaration shall be deemed to remain in full force

and effect for 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant effective on recordation hereof with the Clerk of Teton County, Wyoming.

Declarant:

Teton Landing, LLC, a Wyoming limited liability company

By: Sadek Darwiche
Its: Managing Partner

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Sadek Darwiche for Teton Landing, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Managing Partner of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Notary Public

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Wyoming Statutes § 18-5-306, Teton Landing LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 7 lots. The property is approximately 1.29 acres, is comprised of 2 parcels (one of which has a street address of 115 Nelson Drive), and is generally described as being a portion of the NE1/4 NE1/4 of Section 34, Township 41N, Range 116W. The parcel identification numbers for the 2 parcels which comprise the property are 22-41-16-34-1-00-030 and 22-41-16-34-1-00-031. The name of the proposed subdivision is Teton Landing Addition to the Town of Jackson.

Publish: 07/01, 07/08/20

Jackson Hole News & Guide
PROOF OF PUBLICATION

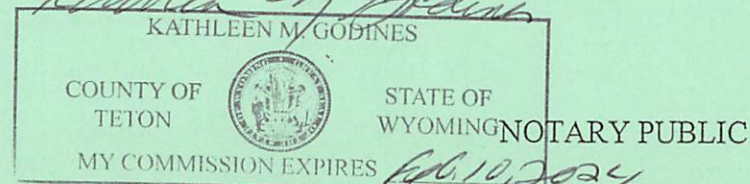
COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS & GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on July 1, 2020

Kevin Olson
Subscribed in my presence and sworn to before me this

13 Day of July, 2020



Fee for publication \$ 90.46 Charge to the following:

Account No: 44638 Name: Feder Law Office

Address: PO Box 551 Jackson WY 83001

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Fodor Law Office, PC
120 East Pearl Avenue
Jackson, WY 83001
(307)733-2880

Report No.: W-22595
Effective Date: June 12, 2020
Current Date: July 7, 2020
Cost: \$250.00

Project Reference: Teton Landing LLC

Property Address: 115 Nelson Drive, Jackson, WY 83001
TBD TBD, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Teton Landing LLC, a Wyoming limited liability company

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

A portion of the NE1/4 NE1/4 of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, more particularly described as follows:

Beginning at corner Number One of the tract conveyed, which is the Northeast corner of said tract. This corner is 128 feet West and 660 feet South of the Northeast corner of Section 34, Township 41 North, Range 116 West.

From Corner No. 1, proceeding West 382 feet to Corner No. 2;

thence South 114 feet to Corner No. 3;

thence East 382 feet to Corner No. 4;

thence North 114 feet to the Place of Beginning.

Parcel 2:

A portion of the NE1/4 NE1/4 of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, more particularly described as follows:

Beginning 660 feet South of the Northeast corner of Section 34, Township 41 North, Range 116 West;

thence running West 128 feet;

thence South 114 feet;

thence East 128 feet;

thence North 114 feet to the Place of Beginning.

PIDN: 22-41-16-34-1-00-030 (Parcel 1), 22-41-16-34-1-00-031 (Parcel 2)

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
2. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
3. General taxes for the year 2020 and subsequent years, a lien in the process of assessment, not yet due or payable.
4. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded February 15, 1939, as (instrument) 17398 (book) 6 (page) 15, Official Records:
Purpose: water pipeline [COPY](#)
5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the United States of America in a document recorded March 11, 1939, as (book) 6 (page) 30, Official Records:
Purpose: water pipeline [COPY](#)
6. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded March 5, 2004, as (instrument) 617556 (book) 543 (page) 320, Official Records:
Purpose: road and sidewalk [COPY](#)
7. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded March 5, 2004, as (instrument) 617557 (book) 543 (page) 324, Official Records:
Purpose: public utilities [COPY](#)
8. Record of Survey recorded as Map T-76. [COPY](#)
9. Gaps and/or overlaps as disclosed in Survey shown hereinabove as Map T-76, as a result of variations in the North-South section line which comprises the East Section line of Section 34. [COPY](#)
10. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$1,130,000.00, dated August 17, 2018, recorded August 17, 2018, as (instrument) 0955047, Official Records.
Mortgagor: Stage Stop, Inc., a Wyoming corporation
Mortgagee: Bank of Jackson Hole

***** End of Encumbrances *****

*** CHAIN OF TITLE REPORT

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

Parcel 1:

Quitclaim Deed from Stage Stop, Inc., a Wyoming Corporation, to Teton Landing LLC, a Wyoming limited liability company, recorded January 8, 2019, as (instrument) 0962961, Official Records.

Parcel 2:

Quitclaim Deed from Stage Stop, Inc., a Wyoming Corporation, to Teton Landing LLC, a Wyoming limited liability company, recorded January 8, 2019, as (instrument) 0962962, Official Records.

TAX NOTE:

Taxes, special and general, assessment districts and service areas for the year 2019.

Tax number pertains to both parcels.

Tax ID No.: OJ-001547

1st Installment: \$1,777.23 PAID

2nd Installment: \$1,777.23 PAID



Layers Info

Copy to Clipboard

Different map view v

- Aerial Photography Date: June 29, 2019
- Aerial Photography Date: July 02, 2019

2 Parcel(s)

Zoom to parcel(s)

- Parcel: 22-41-16-34-1-00-031
 - Clerks records
 - Parent Parcel
 - Account: R0021694 Property Detail
 - Owner: TETON LANDING LLC
 - MailAddr: PO BOX 1677
 - MailAddr: JACKSON, WY 83001-1677
 - Deed: 0962962
 - Location: PT NE1/4NE1/4 SEC 34, TWP 41, RNG 116, (Parcel 2)
 - TaxClass: Residential
 - Acreage: 0.33
 - Parcel: 22-41-16-34-1-00-030
 - Clerks records
 - Parent Parcel
 - Account: R0021693 Property Detail
 - Owner: TETON LANDING LLC
 - MailAddr: PO BOX 1677
 - MailAddr: JACKSON, WY 83001-1677
 - StAddr: 115 NELSON DRIVE
 - Deed: 0962961
 - Location: PT NE1/4NE1/4 SEC 34, TWP 41, RNG 116, (Parcel 1)
 - TaxClass: Residential
 - Acreage: 1.00
- Lat / Lon N: 43.47768°, W: 110.74289°
NAD83 UTM Zone 12 X: 520793,
Y: 4813894
Wyoming West NAD83 USft
N: 1413811, E: 2449604

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2020 by and between Teton Landing, LLC, hereinafter collectively referred to as “Subdivider”, and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the “Town”, provides as follows:

RECITALS

WHEREAS, Subdivider submitted a Final Development Plan for a seven (7) Lot Subdivision, which was approved by Town Council on September 16, 2019 (P19-152) subject to execution of this Agreement and submission of a Final Plat after completion of a survey; and

WHEREAS, The Subdivider is required to construct certain public improvements (the “Improvements”) as a condition of the approval of the final plat and associated Development Plan; and

WHEREAS, the Town of Jackson Land Development Regulations require that a Subdivision Improvement Agreement for public and private improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk and Recorder; and

WHEREAS, the Town Council approves of the terms and conditions of this Agreement for this Final Development Plan designated as the TETON LANDING SUBDIVISION.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid Recitals and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY:

Subdivider shall comply with all improvement requirements contained in Section 7.2.2.A.1.A. of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on September 16, 2019 and the conditions of the Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider’s own cost and expense except as noted below in Section 15 regarding over-sizing of utilities.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED:

The conditions of the Town Council, as set forth in its approval of any required Final Development Plan and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the subdivision is limited to that conveyed by the Final Plat and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS:

The proposed improvements required by this Agreement as designed by a professional engineer licensed in the State of Wyoming on behalf of the Subdivider, and as approved by the Town Engineer, are approximately 420 feet of water main and seven water services, 60 feet of sewer main and seven sewer services, and 420 feet of 20 feet wide roadway^[FP1], or as approved with the grading permit. All public improvement work required by Subdivider under this Agreement shall be in accordance with said improvement plans and Town of Jackson Construction Standards.

No construction of required public or private improvements shall commence until after approval of all design and construction drawings by appropriate grading permit.

4. ESTIMATED COST^[FP2] OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE:

The list of improvements and the total cost of improvements required by this Agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of the Subdivider, and as approved by the Town Engineer, is shown in Table 1 below.

TABLE 1 UTILITY	Quantity	Unit Price	Total
Water Main	420 Feet	\$60/Foot	\$13,500
Sewer Main	60	\$3500/Each	\$3,500
Roadway, 20 ft wide	420 Feet	\$135/Foot	\$25,650
Property Monumentation	1 Lump Sum	\$XXX.XX	\$X,XXX
		TOTAL	\$42,650
		125% TOTAL	53,312.50

Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125%, or fifty three thousand, three hundred twelve dollars and fifty cents (\$53,312.50) of the estimate approved by the Town Engineer and Planning Director.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE:

There is no Affordable Housing Obligation because the subdivision does not contemplate a residential component.

6. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES:

All electrical power, telephone, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the Development Plan. Further, the Subdivider agrees to provide any and all easements necessary to accommodate aforementioned utilities.

7. EXACTIONS:

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	\$ 18,900
School Exaction:	\$ 14,000
Affordable/Employee:	\$ None

8. TIME FOR COMPLETION:

Subdivider agrees to install all improvements as required and further agrees that all such work of improvements shall be fully completed prior to occupancy of the first development on any lot, unless said time upon written request of Subdivider made to the Town Engineer is extended by the Town, which extension shall not be unreasonably withheld.

9. WARRANTY:

All work and improvements required pursuant to this Agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of the grading permit sign off by Town Engineering..

10. LIABILITY:

Subdivider agrees to carry insurance as required by the encroachment permits for the work.

11. PERFORMANCE TESTING AND INSPECTION:

Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the existing Town standards. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

12. RELEASE OF SECURITY:

The proposed improvements are private utilities and will be considered complete with final sign off of the appropriate building permit at which time the financial security shall be released.

Prior to final sign off the following shall be provided:

Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS files with metadata required by the Town Engineer, and in any other format reasonably deemed suitable by the Town Engineer; and

Certification. The following certification by the project engineer shall appear on the face of the record drawings:

Records Plans Certificate

These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted.

(Engineer's Signature)

Date

(Engineer's Name, Printed)

Wyoming P.E. No. _____

13. DEVELOPMENT COORDINATION:

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Subdivider shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

14. ACCEPTANCE:

The proposed improvements are private utilities and will be considered complete with final sign off of the appropriate grading permit. There is no public ownership or maintenance of proposed improvements.

15. REIMBURSEMENT FOR INFRASTRUCTURE OVER-SIZING:

The Town agrees to reimburse Subdivider for infrastructure over-sizing generally described as follows:

The reimbursement shall be effected only after such time as the Town accepts the subdivision improvements, a written request for reimbursement is submitted to the Town by Subdivider, and the Town Council, acting on the advice and recommendation of the Town Engineer, authorizes the reimbursement.

16. NOTICES:

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Clerk
PO Box 1687
Jackson, WY 83001

Subdivider: Teton Landing, LLC
Attention: Managing Member^[FP3]
PO Box 167734
Jackson, WY 83001

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS:

This Agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

18. TITLE AND AUTHORITY:

Subdivider warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

19. SEVERABILITY:

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

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

By: _____
Pete Muldoon, Mayor

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson this _____ day of _____, 2020

Witness my hand and official seal.

Notary Public

My commission Expires:

Attest: _____
Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw as Town Clerk of the Town of Jackson this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My commission Expires:

APPROVED AS TO FORM:

By: _____
Lea Colasuonno, Town Attorney

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Lea Colasuonno as Town Attorney of the Town of Jackson this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My commission Expires:

APPROVED AS TO CONTENT:

SUBDIVIDER

By: _____
Sadek Darwiche

Its: _____

STATE OF WYOMING)

)ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sadek Darwiche its Managing Member as Planning Director of the Town of Jackson this ____day of _____, 2019.

Witness my hand and official seal.

Notary Public

My commission Expires:

STAFF REPORT



MEETING DATE & TITLE: October 19, 2020

SUBMITTING DEPARTMENT: Planning

PRESENTER: Brendan Conboy

AGENDA ITEM: Subdivision plat for a land division at 475 and 505 East Simpson Avenue in the Neighborhood Low Density – 3 (NL-3) zone.

PUBLIC COMMENT: Yes

PURPOSE & POLICY CONSIDERATIONS:

The Town Council approved a Development Plan (P20-062) for a 3-lot subdivision on July 20, 2020 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, co-representing 505 E Simpson, LLC (505 E. Simpson) and Lisa Elenz (475 E. Simpson), is requesting approval of a Subdivision Plat to subdivide 2 lots into 3 lots in the Neighborhood Low Density – 3 (NL-3) zoning district. The applicant intends to create a total of three new lots from two existing lots, resulting in one additional lot.

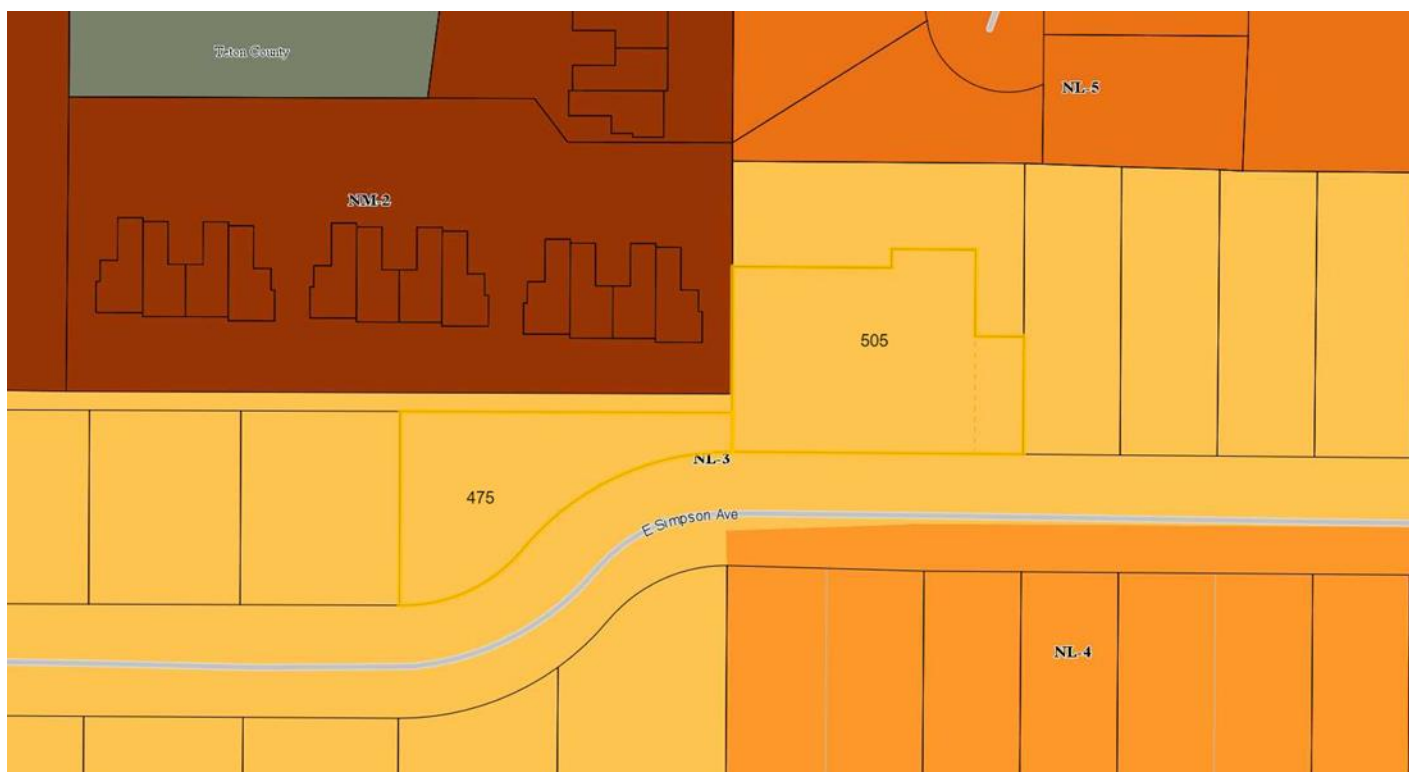
RECOMMENDATION:

The Planning Director recommends **approval** of a Subdivision Plat for a 3-lot subdivision for the property addressed at 475 and 505 East Simpson Avenue, subject to the departmental reviews attached hereto and following 4 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.
3. The applicant shall remove the existing detached single-family home from the property addressed as 505 East Simpson prior to recording a plat with the County Clerk.
4. The applicant shall provide a bond in the amount of 125% of the cost of sidewalk improvements, the cost of which to be determined by the Town Engineer, prior to recording a plat with the County Clerk. The Town shall hold the bond until such time that sidewalk improvements are made on East Simpson Avenue or for a period of no more than 5 years unless extended by Town Council.

BACKGROUND/PROJECT DESCRIPTION:

Location: The properties are located at 475 East Simpson Avenue and 505 East Simpson Avenue, legally known as LOT 7, BLK. 1, BRUCE PORTER 2ND FILING, and LOT 14, JOHN D. HALL, NINTH ADDITION, respectively. An aerial photo and zoning map are shown on the following page:



Background: The 505 East Simpson property is a 0.32-acre (13,939 SF) lot within the Neighborhood Low Density - 3 (NL-3) zoning district. The surrounding zoning to the north is Neighborhood Low Density – 5 (NL-5), NL-3 to the east, Neighborhood Low Density – 4 (NL-4) to the south, and NL-3 and Neighborhood Medium Density – 2 (NM-2) to the west. At present, one (1) single-family home, built in 1975, with 2,789 square feet of habitable floor area exists on the property.

The 475 East Simpson Avenue property is a 0.23-acre (10,018 SF) lot within the NL-3 zoning district. The surrounding zoning is NM-2 to the north, NL-3 to the east, south, and west. At present, one (1) single-family home, built in 1977, with 1,424 square feet of habitable floor area exists on the property.

Historically, 3 residential lots were approved for the lands now addressed as 505 and 507 E. Simpson Avenue by the John D. Hall Addition in 1947 as depicted by Plat 1168. On September 19, 2005, the Jackson Town Council voted to approve Item P05-075 Final Plat, to create 2 lots on the property for a total of .516 acres, where three lots described as Lots 10, 11 & 12, Block 2 of the John D. Hall Plat No. 131 to the Town of Jackson formerly existed.

The applicant held a pre-application conference with planning staff on February 12, 2020, regarding the proposed lot split. Initially staff had informed the applicant that prior to a Development Plan the applicant would need to submit an application for a Boundary Adjustment in order to adjust the lot lines with the neighboring property at 475 E Simpson. Upon further consultation the Planning Director determined that a Boundary Adjustment was not necessary as a new Subdivision Plat for the adjusted property lines of 475 and 505 E Simpson would need to be created which would include the adjusted boundaries. Therefore, the applicant applied for a Development Plan to demonstrate compliance with the Land Development Regulations (LDRs).

On July 20, 2020, the Town Council approved a Development Plan (Item P20-062) for a 3-lot subdivision for the subject property with the following 3 conditions:

1. The applicant shall remove the existing detached single-family home from the property addressed as 505 East Simpson prior to recording a plat with the County Clerk.
2. The applicant shall provide a bond in the amount of 125% of the cost of sidewalk improvements, the cost of which to be determined by the Town Engineer, prior to recording a plat with the County Clerk. The Town shall hold the bond until such time that sidewalk improvements are made on East Simpson Avenue or for a period of no more than 5 years unless extended by Town Council.

Proposed Lot 3 shall be required to share and take access from the existing access easement on the eastern portion of the lot. The existing drive aisle servicing the current residence at 505 East Simpson shall be removed and returned to greenspace. The access easement shall be improved with an impermeable surface.

Project Description: As shown on the proposed plat, the applicant proposes to subdivide the existing 13,939 SF lot (505 E Simpson) into two lots. In addition, in order to meet the minimum lot size of 7,500 SF in the NL-3 zone, the applicant is proposing to adjust the southwest corner of the lot line boundary to the west in order to add 1,125 SF to the property. This will bring the adjusted total to 15,064 SF for the 505 E. Simpson lot which will be divided into two 7,532 SF lots which meet the 7,500 SF minimum requirement. Similarly, the adjusted lot line will result in a reduction of 1,125 SF from Lot 7 (475 E Simpson) resulting in an 8,894 SF lot which still meets the minimum lot size requirement in the NL-3 zone.

To accomplish the proposed subdivision, the owners of Lot 14 (505 E Simpson) seek to vacate Lot 14 from Plat 1186. Concurrently, the owner of Lot 7 (475 E Simpson) seeks to vacate Lot 7 from Plat 278; together, the co-applicants seek to combine lands and divide said lands into 3 single-family lots with a Subdivision Plat, each with access from East Simpson Avenue. Please see the applicant's draft Subdivision Plat attached to this report. The existing dwelling at 507 E Simpson located to the north of 505 E Simpson and accessed via an access easement across 505 E Simpson will remain as part of Plat 1168 and is not a subject of this request.

The existing single family dwelling located at 475 E Simpson is proposed to remain. While the existing dwelling is nonconforming to side and rear yard setbacks, no new nonconformities will be created as part of the proposed subdivision and is therefore compliant with the LDRs. If and when the property is redeveloped, any new development will be subject to the LDRs in place at that time.

The existing single family dwelling located at 505 E Simpson will be required to be removed prior to the recording of the Subdivision Plat in order to comply with the newly created lot lines. If the applicant does not record a Subdivision Plat with the County Clerk within 18 months of the Development Plan approval, the Development Plan will expire and any future Development Plan submittals will be subject to the Land Development Regulations in place at that time.

ANALYSIS:

Staff finds that as conditioned, the proposed subdivision plat is in conformance with all past approvals and each lot meets the 7,500 sf minimum lot size for the NL-3 zoning district. In addition, the applicant has complied with the condition of approval of the Development Plan requiring Lot 3 share and take access from the access easement on the eastern portion of the lot. The applicant has submitted worksheets for Park and School Exactions: Park Exactions are calculated at \$2,700 and School Exactions are calculated at \$2,000 one newly created singly family lot. Per the Land Development Regulations (LDRs), the plat shall be recorded within 60 days of approval.

ALTERNATIVES (Optional):

N/A

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

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 P20-062).

- 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.

FISCAL IMPACT:

Park Exactions - \$2,700

School Exactions - \$2,000

STAFF IMPACT:

The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat is typical of that of a subdivision plat and is 5 hours.

ATTACHMENTS OR LINKS:

Applicant Submittal - Department Reviews - Applicant Response to Comments

SUGGESTED MOTION:

Based upon the findings as presented in the staff report and as made by the applicant for Item P20-161, 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 3-lot subdivision at the property addressed at 475 and 505 East Simpson Avenue subject to the departmental reviews attached hereto, this staff report dated October 5, 2020, and the following 4 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.
3. The applicant shall remove the existing detached single-family home from the property addressed as 505 East Simpson prior to recording a plat with the County Clerk.
4. The applicant shall provide a bond in the amount of 125% of the cost of sidewalk improvements, the cost of which to be determined by the Town Engineer, prior to recording a plat with the County Clerk. The Town shall hold the bond until such time that sidewalk improvements are made on East Simpson Avenue or for a period of no more than 5 years unless extended by Town Council.



JORGENSEN
It's About People, Trust and Know How

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

August 17, 2020

Mr. Brendan Conboy
Town of Jackson Planning Dept.
P.O. Box 1687
150 E. Pearl Avenue.
Jackson, WY 83001
-Digitally Delivered-

RE: Behome Addition to the Town of Jackson Subdivision Plat (S/D)

Dear Brendan,

Attached for sufficiency review, please find one copy of the Subdivision Plat Application for the Behome Addition to the Town of Jackson (**Behome Addition**) that we are submitting on behalf of co-applicants 505 Simpson, LLC and Lisa Elenz. This subdivision application involves vacating two lots from their respective subdivisions to create three lots with a new plat. The project is located on approximately 0.55 acres, and will vacate Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson and Lot 7 of the Bruce Porter Subdivision 2nd Filing. Said Lot 14 and a portion of said Lot 7 will be reconfigured as the Behome Addition. This property is not located near any known fault lines.

- Planning Permit Application and Response to Checklist
- Jorgensen Associates, Inc. Check No. 11429 for application fees.
- Application Materials
- Title Reports
- Draft Recordable Documents
- Draft Plat Map

Posted Notice will be erected and maintained on the land subject to this application once the meeting dates have been scheduled.

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call me if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Ron Levy, Land Use Planning

Narrative: Behome Addition to the Town of Jackson Subdivision Plat

Subdivision Summary

This Subdivision Plat (S/D) application is for the Behome Addition to the Town of Jackson. Historically, Lots 10, 11 and were vacated from the John D. Hall Plat 131; these three lots were reconfigured into two lots by the John D. Hall Ninth Addition Plat 1168 in 2005. The project is located on approximately 0.55 acres, and will vacate Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson and Lot 7 of the Bruce Porter Subdivision 2nd Filing. Said Lot 14 and a portion of said Lot 7 will be reconfigured in to three lots as the Behome Addition.

A. FINDINGS FOR APPROVAL

Division 8.5.3 Subdivision Plat Findings for Approval

1. *Is in substantial conformance with an approved development plan or development option plan.*

This Subdivision Plat application for the Behome Addition is in substantial conformance to the Development (**P20-062**) Approved by the Town Council on July 20th, 2020. **Complies.**

2. *Complies with the standards of the Section.*

This Subdivision Plat complies with all the standards required by Division 8.5.3. of the Town of Jackson Land Use Development Regulations (LDRs). **Complies.**

3. *Complies with the subdivision standards of Division 7.2..*

This Subdivision Plat complies with the development standards required by Division 7.2. Subdivision Standards of the LDRs, such as requirements for: new sidewalks; water and sewer infrastructure; utilities; parks; and other physical improvements necessary to safely serve newly subdivided property and to minimize impacts on existing community services and infrastructure. This Subdivision Plat reflects the guidance of the Applicant's Design Team, the ToJ Staff and acceptance by Town Council. **Complies.**

4. *Complies with all other relevant standards of these LDRs and other Town Ordinances.*

This Subdivision Plat is in compliance with all relevant standards of the LDRs and Town Ordinances; it is important to note that this Plat has benefited from a public review at a sufficient level of detail to determine compliance with these LDRs prior to preparation of plat documents. **Complies.**

B. GENERAL INFORMATION

Title Report – Complete Title Reports for all relevant lots is included in this application.

C. INITIAL SUBMITTAL

This application is for one new Subdivision Plat: Behome Addition to the Town of Jackson.

1. **Draft Plat Map** – Draft subdivision plats or maps of survey prepared in association with a Subdivision Plat or application shall contain the information required by State statute and Section 8.5.3 Subdivision Plat.
2. **Notice of Intent** – Applicant has published “Notice of Intent to Subdivide” in the Jackson Hole News and Guide, once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended. Evidence of Notice of Intent is included with this application.
3. **Documents to be Recorded** – Applicant has included draft copies of the following documents to be recorded concurrently with this application:
 - a. Grant of Access and Utility Easement



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: 505 East Simpson Ave.
Physical Address: 475 & 505 East Simpson Avenue, Jackson, Wyoming
Lot, Subdivision: Lot 7, Plat 278 & Lot 14, Plat 1186 PIDN: 22-41-16-34-1-88-002 & 22-41-16-34-2-11-001

PROPERTY OWNER.

Name: 505 Simpson, LLC & Lisa Elenz Phone: 307-734-5245
Mailing Address: P.O. Box 642 Jackson ZIP: 83001
E-mail: _____

APPLICANT/AGENT.

Name: Jorgensen Associates, Inc. c/o Ron Levy Phone: 307-733-5150
Mailing Address: P.O. Box 9550, Jackson, Wyoming ZIP: 83002
E-mail: rlevy@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

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

Use Permit	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use	_____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	_____ LDR Text Amendment
_____ Administrative Adjustment	☒ _____ Subdivision Plat	_____ Map Amendment
_____ Variance	_____ Boundary Adjustment (replat)	Miscellaneous
_____ Beneficial Use Determination	_____ Boundary Adjustment (no plat)	_____ Other: _____
_____ Appeal of an Admin. Decision	_____ Development Option Plan	_____ Environmental Analysis

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

Pre-application Conference #: P20-012 Environmental Analysis #: _____
Original Permit #: P20-062 Date of Neighborhood Meeting: _____

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

Have you attached the following?

- X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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

Garon M. Levy
Signature of Property Owner or Authorized Applicant/Agent
Ron Levy
Name Printed

August 17, 2020
Date
Land Use Planning
Title

Jackson Hole News&Guide

Public

NOTICES

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
Jackson, WY 83002 • (307) 733-2047

Rate: \$10.05 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typesetting fee of \$10.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

AUGUST 12, 2020

TETON COUNTY NOTICES

Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, August 17, 2020, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 08/12/20

• OFFICIAL PROCEEDINGS •

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING
The Teton County Board of Commissioners met in regular session on July 20, 2020 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:03am.

Commission present: Natalia Macker Chair, Greg Epstein Vice-Chair, Mark Barron, and Luther Propst were present. Mark Newcomb arrived at 9:07am.

ADOPT AGENDA

A motion was made by Commissioner Epstein and seconded by Commissioner Barron to adopt the agenda as it stands. Chair Macker called for a vote. The vote showed all in favor and the motion carried.

PUBLIC COMMENT

Public comment was given by Jared Baecker, Snake River Fund regarding BLM Parcel Transfers.

ACTION ITEMS

1. Consideration of Payment of County Vouchers

A motion was made by Commissioner Propst and seconded by Commissioner Barron to approve the July 20, 2020 county voucher run in the amount of \$424,662.46 Chair Macker called for a vote. The vote showed all in favor and the motion carried.

2. Consideration of Administrative Items

a. 24-Hour Liquor Permit

i. C&C Chefs dba Provisions, Private Event at JH Winery, July 31, 2020
There was no public comment.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to approve the malt beverage picnic permit submitted by C&C Chefs dba Provisions for a private event to be held at Jackson Hole Winery, 2800 Boyles Hill Road, Jackson, WY on July 31, 2020 with the permit being valid for a 24-hour period. Chair Macker called for a vote. The vote showed all in favor and the motion carried.

b. SLIB Drawdowns

c. Tax Corrections

d. Human Service/Community Development Contracts for Service

e. Special Events Permits – Applications Pending (for informational purposes, no action taken)

i. Lotoja – September 12th; Cyclists enter Teton County via US-89 (Snake River Canyon), ride through the Jackson area via South Park Loop Road, and finish at the base of Jackson Hole Mountain Resort in Teton Village; Attendees – 1400

ii. Jackson Hole Ultra – September 5th, 50K race consists of a 6.5 mile out and back and then a 9 mile out and back. The shorter distance races will contain the 6.5 mile out and back and then a 1 mile out and back and a 6.5 mile out and back and a 6.8 mile out and back; attendees – 250
Commissioner Newcomb joined the meeting at 9:07am.

3. Consideration of Approval of Face Covering Recommendation Resolution

Keith Gingery, Deputy County Attorney, presented to the Board for consideration of approval a Face Covering Recommendation Resolution.

Public comment was given by Candra Day.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to approve the resolution as presented.

A friendly amendment was proposed by Commissioner Propst to add “The Teton County Board of County Commissioners supports the Teton District Health Officer’s request to the State Health Officer to enact an Order requiring the wearing of face coverings in public, including any exceptions the state deems necessary.” Commissioner Barron and Commissioner Epstein approved the amendment. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS
TETON COUNTY, WYOMING

RESOLUTION NO. 20-034

FACE COVERING RECOMMENDATION RESOLUTION

WHEREAS, on March 16, 2020, at 9:00 a.m., the Board of County Commissioners of Teton County, Wyoming, met in regularly scheduled and public meeting of the Board of County Commissioners at the Teton County Administration Building, located at 200 S. Willow Street, in Jackson, Wyoming, and declared a state of emergency for Teton County, Wyoming due to the coronavirus disease (COVID-19) pandemic; and WHEREAS, Travis Riddell, M.D., the Teton District Health Officer, issued a recommendation on April 6, 2020, that is still

in effect, recommending that all individuals in public settings wear face coverings; and WHEREAS, Travis Riddell, M.D., the Teton District Health Officer, submitted on July 6, 2020 a proposed order for approval to the State Health Officer, requiring individuals to wear face coverings in certain public settings with exceptions, to be applicable throughout the Teton Health District, which includes all of Teton County including the City of Jackson. In Dr. Riddell’s proposed order, he stated numerous findings in support of the proposed order including that respiratory droplets from infected individuals are a major mode of SARS-CoV-2 transmission. Droplets do not only come from coughing or sneezing; in a-/pre-symptomatic individuals, droplets are generated via talking and breathing. SARS-CoV-2, the virus that causes novel coronavirus disease (COVID-19), may be broadcast in respiratory droplets “from normal breathing;” Dr. Riddell’s findings also stated that face coverings reduce droplet dispersal and wearing a face covering will slow the spread of COVID-19. NOW THEREFORE BE IT RESOLVED, that having duly met on July 20, 2020, at a regularly scheduled meeting, which was properly noticed and open to the public, and having fully considered the matter at hand,

1. It is recommended that individuals wear a face covering in public settings, combined with practicing social distancing and washing hands often.

2. The recommendation to wear a face covering does not apply to children that are 2 years old or younger, or a person who has a medical condition, mental health condition, or disability that prevents wearing a face covering, or persons who are hearing impaired, or communicating with an individual who is hearing impaired, where the ability to see the mouth is essential for communication.

3. The Teton County Board of County Commissioners supports the Teton District Health Officer’s request to the State Health Officer to enact an Order requiring the wearing of face coverings in public, including any exceptions the state deems necessary.

RATIFIED AND AFFIRMED ON THIS 20th day of July 2020.
Natalia D. Macker, Chairwoman, Teton County Board of County Commissioners

Seal

Attest: Maureen E. Murphy, Teton County Clerk

4. Consideration of Proposed Outgoing Commissioner Correspondence

a. Letter to Senator John Barrasso Regarding the Transfer of BLM Lands

There was no public comment.

A motion was made by Commissioner Propst and seconded by Commissioner Newcomb to approve the letter dated July 20, 2020 to the Honorable John A. Barrasso, MD, US Senate, with the revisions discussed this morning. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

DISCUSSION ITEMS

1. Known Matters for Discussion

a. Identify Consent Agenda

The agenda for July 21, 2020 was reviewed and items for the consent agenda were pulled.

b. River Access from the County’s Land in Hoback Junction Alyssa Watkins, Board of County Commissioners Administrator, addressed the Board regarding the quickest way to move forward with the most effective way to restrict vehicle access.

c. Teton Pass Trail Improvement Project

Heather Overholser, Director of Public Works, addressed the Board regarding the budgeting for this project. This project was budgeted in FY20, not FY21, however the work was not able to be done until July 2020. The funds are currently in the capital funds and there is a request to budget amend the funds for the work done.

2. Other Matters for Discussion

A. Commissioner Epstein brought up discussion on contact tracing and what are the next steps to make this a more efficient, robust system with automation through an app.

MATTERS FROM COMMISSIONERS

1. Calendar review - The Board reviewed their weekly calendar.

2. BCC Administrator – Alyssa Watkins, Board of County Commissioners Administrator, gave updates via email on Water Quality, Housing, Transportation, Culture of Leadership, LDRs, and Areas of Focus.

3. Liaison reports / Commission updates

A. Commissioner Macker had no updates.

B. Commissioner Epstein asked Keith Gingery to give an update on the Teton County School Board and what the plans are for school restarting in the fall.

C. Commissioner Barron had no updates.

D. Commissioner Newcomb gave an update on the Teton County Historic Preservation Board regarding the historic Mercill building being moved to a new site.

E. Commissioner Propst had no updates.

EXECUTIVE SESSION

There was no executive session.

The meeting was recessed at 9:45am and reconvened at 10:02am.

WORKSHOPS

445 E. KELLY DEVELOPMENT OPTIONS

April Norton, Housing Director, presented to the Board this workshop to discuss development options at 445 E. Kelly Avenue. An overview of the property as it currently sits was shown. Development options: 1) Teton Habitat for Humanity (3/5 units), 2) RFP; 3) Hybrid – RFP including an opportunity for Teton Habitat to participate. There is the possibility to

partner with Parks & Recreation to extend parking, reduce curb cuts, and provide safer pedestrian amenities at Mike Yokel Park.

Staff is looking for direction on the Board’s priorities related to Affordability, Own/Rent, Historic Preservation, Enhanced connectivity to Mike Yokel Park, Improved access to water, pedestrian amenities, and the process: Teton Habitat partnership, RFP for development, or hybrid.

The meeting was recessed at 10:50am and reconvened at 11:04am.

INDIAN SPRINGS / TETON SCIENCE SCHOOL INTERSECTION

Heather Overholser, Director of Public Works and Amy Ramage, County Engineer, presented to the Board this workshop to discuss Indian Springs Ranch and Teton Science Schools (Coyote Canyon) intersection with WY-22. The purpose of this workshop is for the Board to provide direction to staff on preferred level of county involvement in the planning for intersection improvements of two private roads (Indian Springs Ranch Road and Coyote Canyon Road) with WY-22, if welcomed by the private landowners and WYDOT.

The Indian Springs/Coyote Canyon intersection was included in the Tribal Trail Connector study area due to the plat and WYDOT access permit requirements to abandon the Indian Springs access to WY-22 if and when the Tribal Trail Connector (TTC) is constructed. Additionally, this intersection is difficult to navigate and left-turn movements onto WY-22 are time-consuming and dangerous. To improve safety, preliminary design work was done to consolidate the Indian Springs/Coyote Canyon and Tribal Trail intersections. The plat includes an easement for Indian Springs Drive to connect with the potential future TTC; however, a fen wetland was identified in the easement vicinity during the wetland delineation for the TTC project. So as not to cause unmitigatable impacts to the fen, the planned use of the easement was eliminated from consideration.

The TTC study then looked at several options for a frontage road on the north and south sides of WY-22 to connect all three intersections. Due to the fen wetland on the south side and the need for significant hillside cuts and large retaining walls on the north side, all frontage road alternatives were ultimately eliminated from consideration. Since the two intersections cannot feasibly be combined and hence improve safety at the Indian Springs/Coyote Canyon intersection, both preferred alternatives for TTC include the construction of a separate underpass at that location to allow for all turning movements using right on/right off access. Below is one of the two TTC preferred alternatives showing a possible Indian Springs-Coyote Canyon underpass intersection design.

It is possible that the other TTC preferred alternative (interchange) may need to overlap with these approaches to accommodate weaving and lane taper distance; however, efforts would be made to avoid this.

Accommodating wildlife permeability through a possible underpass at the Indian Springs/Coyote Canyon location would be an added benefit of the intersection improvement project. A wildlife overpass to the west near the Bar Y area is recommended within the WYDOT PELS and the Teton County Wildlife Crossing Master Plan; however, allowing additional wildlife crossing opportunities by enlarging the Indian Springs/Coyote Canyon underpass structure, along with appropriate fencing, would enhance the overall wildlife permeability of the WY-22 corridor. That said, providing only the underpass to accommodate wildlife movements, which would also have vehicular use, in lieu of a wildlife overpass is not the most desirable or effective solution.

Because the Indian Springs/Coyote Canyon intersection and potential future TTC intersection will be in close proximity, and providing wildlife crossing connectivity is important at the identified Bar Y wildlife crossing, close coordination between the county, WYDOT and the private landowners will be critical throughout the permitting, design and construction process for TTC. As Coyote Canyon and Indian Springs are private roads, an agreement on implementing their intersection project, including funding, must be negotiated between private landowners and WYDOT, and the preliminary design must also be approved through WYDOT’s access permitting process. Teton County is not responsible for the planning, design, or construction of this private intersection, unless the Commissioners choose to direct staff to play a more active role in providing technical assistance on the project, and the private landowners and WYDOT are open to this involvement.

Dave Schuler, Senior Manager of Assets at Teton Science School, addressed the Board regarding issues and safety of the Coyote Canyon Road/Highway 22 intersection.

Christine Watkins, President of Indian Springs Homeowners Association, addressed the Board regarding issues of the intersection at Indian Springs and Highway 22. Mike Halpin spoke on behalf of Indian Springs HOA.

ADJOURN

A motion was made by Commissioner Epstein and seconded by Commissioner Barron to adjourn. Chair Macker called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 11:57am.

Respectively submitted: sdf

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Natalia D. Macker, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

AIRGAS USA LLC 723.43 / AIRPRO INC 679.60 ALLEGANCE BENEFIT PLAN MGMT 149,518.20 / ALBERTSONS/SAFEWAY 146.60 ALLEGANCE BENEFIT PLAN

MANAGEMENT 99.75 / AMAZON CAPITAL SERVICES, INC. 120.14 AMERICAN SECURITY CABINETS 2,654.00 / APPARATUS EQUIPMENT & SERVICES INC 51.02 ASCENTIS CORPORATION 50.00 / BOUND TREE MEDICAL, LLC 2,122.67 CENTURYLINK 2,007.01 / CONVERGEONE INC. 20,270.40 CURRAN-SEELEY FOUNDATION 5,321.25 / DELTA DENTAL 16,081.60 / ECOLAB INC. 584.19 ELECTION SYSTEMS & SOFTWARE LLC 7,701.42 EMERGENCY MEDICAL PRODUCTS, INC. 116.59 / ERC WIPING PRODUCTS INC 383.00 E.R. OFFICE EXPRESS INC. 1,228.80 / FORSGREN ASSOCIATES INC. 15,000.00 FSI 4,500.00 / GOLDER ASSOCIATES INC 28,955.15 GORDON ENVIRONMENTAL PSC 9,346.75 / GRAINGER 1,166.20 / GREG EPSTEIN 60.00 ISWR - PETTY CASH 5.75 / JACKSON CURBSIDE, INC. 1,971.00 JACKSON PEDIATRICS, P.C. 2,532.50 / JAMES C. PHILLIPS 1,842.09 JACKSON WHOLE FAMILY HEALTH 380.00 / JH20 WATER CONDITIONING & FILTRATIO 357.90 JH COMMUNITY COUNSELING CENTER 261.00 / LONG BUILDING TECHNOLOGIES, INC. 168.15 LOWER VALLEY ENERGY 19,796.72 / LUTHER PROPT 60.00 / MARILU HERNANDEZ 16.94 MOUNTAIN ALARM/WATCHGUARD 960.00 / NATALIA D. MACKER 60.00 PLAINSMAN PRINTING & SUPPLY 911.12 / PORTERS OFFICE PRODUCTS 546.10 HAL JOHNSON JR. PROFESSIONAL EXPRESS 285.63 / PRIORITY HEALTHCARE DIST 1,995.00 QUICK MED CLAIMS LLC 3,504.39 / ROCKY MOUNTAIN COMPETITIVE SOLUTION 248.85 RTR SERVICES LLC 219.50 / SETON 254.40 / SHERVIN'S INDEP. OIL 212.49 SILVER STAR COMMUNICATIONS 4,132.24 / STANDARD DRYWALL INC 600.00 ST JOHN'S MEDICAL CENTER 306.00 / ELJOR INC. 2,519.25 TETON COUNTY TREASURER 46,672.60 / TETON CO. WEED & PEST 2,101.64 THOMSON REUTERS-WEST 1,303.98 / TIAA COMMERCIAL FINANCE INC 230.63 TORMACK CUSTOM SCREEN PRINTING, INC 510.00 / TOWN OF JACKSON 12,979.25 TOWN OF JACKSON 2,265.73 / TOWN OF JACKSON 13,803.13 / TREES INC. 1,400.00 TYLER TECHNOLOGIES INC. 1,004.67 / UNIFORMS 2 GEAR 164.12 LOCAHAN LLC dba VALLEY OFFICE SYST 161.07 / VICKI ROSENBERG, PHN 385.00 VISA 2,204.69 / VOTEC CORPORATION 3,480.00 / WESTERN LAND GROUP INC 19,388.91 WEST BANK SANITATION 168.83 / WEST GROUP 1,248.00 WYOMING LAW ENFORCEMENT ACADEMY 682.60 / WYOMING SECRETARY OF STATE 30.00 XEROX FINANCIAL SERVICES 44.90 / XEROX CORPORATION 1,397.92

Publish: 08/12/20

OFFICIAL SUMMARY PROCEEDINGS

OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING

The Teton County Board of Commissioners met in regular session on July 21, 2020 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:03am and the Pledge of Allegiance was recited.

ROLL CALL

County Commission: Natalia Macker Chair, Greg Epstein Vice-Chair, Mark Barron, Mark Newcomb, and Luther Propst were present.

ADOPTION OF AGENDA

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to adopt today's agenda as presented. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

MINUTES

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the 07/06/2020, 07/07/2020, and 07/13/2020 minutes. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

CONSENT AGENDA

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to place the following Matters from Staff on a Consent Agenda:

1. Consideration of Approval of a Contract for Phone System Upgrade
2. Consideration of Approval of a Contract with CenturyLink for Phone Service
3. Consideration of Approval of the Purchase of Additional Hardware to Support Virtual Desktops on Premise
6. Consideration of Approval of a Contract with Golder Associates, Inc. for Groundwater Monitoring Well and Methane Probe Installation at the Transfer Station
9. Consideration of Approval of Community Juvenile Services Grant from Wyoming Department of Family Services
11. Consideration of Approval of MOU with State of Wyoming for UW Extension Service
12. Consideration of Approval of Agreement with University of Wyoming for Clerical Staff at Extension Office
13. Consideration of Approval of Agreement with University of Wyoming for 4-H Educator at Extension Office
14. Consideration of Approval of Treatment Court Contract with the State of Wyoming
15. Consideration of Approval of Online Learning Management System

Chair Macker called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Commissioner Epstein and seconded by Commissioner Propst to approve the items on the Consent Agenda with the motion as stated in their respective staff report. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

MATTERS FROM COMMISSION AND STAFF:

1. Consideration of Approval of a Contract for Phone System Upgrade
- To approve the proposal for the County Phone System Upgrade from ConvergeOne in the amount of \$30,236.22.
2. Consideration of Approval of a Contract with CenturyLink for Phone Service
- To accept the SIP phone contract with CenturyLink for 36 months.
3. Consideration of Approval of the Purchase of Additional Hardware to Support Virtual Desktops on Premise
- To approve the proposal from Worldwide Technology for Virtual Desktop Infrastructure in the amount of \$41,623.68.
6. Consideration of Approval of a Contract with Golder Associates, Inc. for Groundwater Monitoring Well and Methane Probe Installation at the Transfer Station
- To approve a sole-source contract with Golder Associates for engineering and installation of landfill monitoring infrastructure and for assistance with post closure monitoring procurement for the Little Horse Thief Canyon Landfill in an amount

not to exceed \$156,806.00, and the addition of a force account in the amount of \$15,680.00, for a total project cost not to exceed \$172,486.00.

9. Consideration of Approval of Community Juvenile Services Grant from Wyoming Department of Family Services

To approve the grant agreement contract with the Wyoming Department of Family Services on behalf of the Community Juvenile Services Board in the amount of \$22,500 for FY2021.

11. Consideration of Approval of MOU with State of Wyoming for UW Extension Service
- To approve the MOU with the University of Wyoming for the Extension Office.

12. Consideration of Approval of Agreement with University of Wyoming for Clerical Staff at Extension Office
- To approve the Annual Compensation Agreement with the University of Wyoming for the UW Extension Clerical position.

13. Consideration of Approval of Agreement with University of Wyoming for 4-H Educator at Extension Office
- To approve the Annual Compensation Agreement with the University of Wyoming for the 4-H Educator position.

14. Consideration of Approval of Treatment Court Contract with the State of Wyoming
- To approve the Contract between the Wyoming Department of Health and Teton County for the Teton County Court Supervised Treatment Program and accept state funding in the amount of \$46,193.05.

15. Consideration of Approval of Online Learning Management System
- To approve the Order from for annual subscription to Learning Management System with Ascentis.

DIRECT CORRESPONDENCE

1. Rebecca Hawkins 6/30/2020 email regarding COVID-19
2. Charlie Ross 7/1/2020 email regarding COVID-19
3. Kathy Karahadian 6/30/2020 email regarding COVID-19

4. Drew Myers 6/30/2020 email regarding Rec Center Expansion

5. Peri Sasnett 7/1/2020 email regarding COVID-19
6. Alex Stevens 7/1/2020 email regarding COVID-19
7. Timothy Day, Ninth Judicial District Court 7/1/2020 email regarding COVID19

8. Todd Seeton 7/1/2020 email regarding Planning Commission

9. Hal Hutchinson 7/1/2020 email regarding Northern South Park
10. Sandy Shuptrine 7/1/2020 email regarding Fwd: Jackson Hole/Teton County Receive Earthcheck Silver Sustainable Destination Certification
11. Andrea Riniker 7/2/2020 email regarding AMD2020-0001

12. Si Matthias 7/2/2020 email regarding AMD2020-0001
13. Chuck Parquet 7/2/2020 email regarding COVID19
14. Erin Abel 7/2/2020 email regarding AMD2020-0001
15. Mickey Babcock 7/2/2020 email regarding AMD2020-0001

16. Perrin Rutter 7/2/2020 email regarding AMD2020-0001
17. Elizabeth Kelleher 7/2/2020 email regarding COVID19
18. Trent Abel 7/3/2020 email regarding AMD2020-0001
19. John Miller 7/3/2020 email regarding AMD2020-0001
20. Jamie Young 7/3/2020 email regarding AMD2020-0001
21. Grace Barca 7/3/2020 email regarding COVID19
22. Heather Rogers 7/3/2020 email regarding COVID19
23. Lorna Miller 7/3/2020 email regarding Wildlife Crossings

24. Karen Etchandy 7/3/2020 email regarding AMD2020-0001

25. Ann Smith 7/3/2020 email regarding AMD2020-0001
26. Ross MacIntyre 7/3/2020 email regarding Wildlife Crossings

27. Jane Folgeman 7/3/2020 email regarding AMD2020-0001
28. Robert Aland 7/3/2020 email regarding AMD2020-0001
29. Virginia Lynch Dean 7/3/2020 email regarding AMD2020-0001

30. Gloria Polis 7/3/2020 email regarding AMD2020-0001
31. Dick Beck 7/4/2020 email regarding AMD2020-0001
32. Len Carlman 7/4/2020 email regarding AMD2020-0001
33. Sarah Kraemer 7/5/2020 email regarding AMD2020-0001

34. Stephanina Conrad 7/5/2020 email regarding AMD2020-0001

35. Roger Altman 7/5/2020 email regarding AMD2020-0001
36. Judd Grossman 7/5/2020 email regarding 2020-2025 START Route Plan

37. Debra Patla 7/5/2020 email regarding AMD2020-0001
38. Dean Erickson 7/5/2020 email regarding 2020-2025 START Plan

39. Lisa Robertson 7/6/2020 email regarding AMD2020-0001
40. Kristina Nealis 7/6/2020 email regarding AMD2020-0001

41. Ernest Cockrell 7/6/2020 email regarding AMD2020-0001

42. Jared Baecker, Snake River Fund 7/6/2020 email regarding Wilson Boat Ramp/R Park Hold Harmless Agreement County Road Access/Flat Creek Restoration

43. Joe Larrow 7/6/2020 email regarding Detrimental erosion to a beautiful beach and entry road
44. Maggie Fellner Hunt 7/6/2020 email regarding AMD2020-0001

45. Tim Young 7/6/2020 email regarding Wildlife Crossings
46. Anne Cresswell, Jackson Hole Community Housing Trust 7/6/2020 email regarding LDR Cleanup

47. Elizabeth Wright-Clark 7/6/2020 email regarding AMD2020-0001
48. Jon Stuart 7/6/2020 email regarding COVID19

49. Sonia Reid 7/6/2020 email regarding AMD2020-0001
50. Gloria Courser 7/6/2020 email regarding COVID19

51. Kaitlin Doolittle 7/7/2020 email regarding Budget
52. Pete Jorgensen 7/8/2020 email regarding COVID19

53. Paul Hansen 7/8/2020 email regarding COVID19
54. Jean Barash 7/8/2020 email regarding COVID19

55. Yves Desgouttes 7/8/2020 email regarding COVID19
56. Paul Beaupre, St. Johns Health 7/8/2020 email regarding COVID19

57. Phil Stevenson 7/8/2020 email regarding COVID19
58. Alexandra Altman 7/8/2020 email regarding AMD2020-0001

59. Jim Lewis 7/8/2020 email regarding COVID19

60. Susan Berger 7/8/2020 email regarding COVID19
61. Brian King 7/9/2020 email regarding Budget
62. Devra Davis 7/9/2020 email regarding COVID19
63. Chris Colligan, Greater Yellowstone Coalition 7/9/2020 email regarding Wildlife Crossings
64. Jackson Hole Masons 7/9/2020 email regarding Budget
65. Anton Wahlman 7/9/2020 email regarding COVID19
66. Mary Bergeron 7/10/2020 email regarding COVID19
67. Melissa Shinkle, County Assessor 7/10/2020 email regarding 2020 State Abstract
68. Dolores Bernardo 7/10/2020 email regarding COVID19
69. Mary Bergeron 7/12/2020 email regarding COVID19
70. Candra Day 7/12/2020 email regarding COVID19
71. Annette Osos 7/12/2020 email regarding COVID19
72. Bonny Hershberger 7/13/2020 email regarding COVID19

73. Shelby Shields, Legislative Assistant, Senator John Barrasso 7/13/2020 email regarding BLM Parcels / Snake River Corridor Management Ownership Transfer Plan

74. Nancy Shea 7/13/2020 email regarding COVID19
75. Amanda Flosbach 7/13/2020 email regarding COVID19

76. Kathy Tompkins 7/13/2020 email regarding Comp Plan
77. Amberley Baker 7/13/2020 email regarding Northern South Park

78. Joe Larrow 7/14/2020 email regarding Hoback Beach
79. Director Luke Reiner, Wyoming Department of Transportation 7/6/2020 letter regarding WYDOT Funding - Strategic Redirection

80. Evie Lewis 7/14/2020 email regarding COVID19
81. William Rode 7/14/2020 email regarding Concerns in Hoback Junction

82. Pam Winters 7/14/2020 email regarding COVID19
83. Sarah Platt 7/14/2020 email regarding Additional Special Events

84. PUBLIC COMMENT
- There was no public comment.

85. MATTERS FROM COMMISSION AND STAFF:
4. Consideration of Approval of a Contract for Courthouse Architect

- Paul Cote, Facilities Manager, presented to the Board for consideration of to award and approve an agreement for architectural services for the Teton County Courthouse. The Facilities Division opened a Request for Qualifications (RFQ) for Architectural Design Services on February 12, 2020, in adherence to County procurement procedures for professional services. Five firms submitted proposals for evaluation.

- Six members from the Court Security Management Committee (CSMC) formed a subcommittee to review and rank the written proposals and live presentations.

- The firms submitting proposals were:
1. AndersonMasonDale/CLB
2. Dubbe Moulder/Lombard Conrad
3. RATIO/GYDE
4. TreanorHL/Hoyt
5. Ward & Blake/JRCA

- The firm rating the highest in Level 1 review is AMD/CLB.
- The firm rating the highest in Level 2 review is AMD/CLB.
- The firm with the highest combined ranking in both Levels 1 and 2 is AMD/CLB.

- Subsequent to the ratings, Facilities negotiated with the highest rated firm, AMD/CLB, for a scope of services for FY2021 that would pair with the available funding in the FY2021 capital project account (\$250,000.00) as well as Energy Mitigation Program (EMP) funding.

- There was no public comment.
- A motion was made by Commissioner Barron and seconded by Commissioner Epstein to approve the contract for Phase 1 and 2 architectural services for the Teton County Courthouse with AndersonMasonDale/CLB in the amount of \$77,940.00. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

5. Consideration of Approval of EMP Funding for Courthouse Planning

- Paul Cote, Facilities Manager, presented to the Board for consideration of approval to utilize EMP funds for architectural services for the Teton County Courthouse.

- There was no public comment.
- A motion was made by Commissioner Barron and seconded by Commissioner Newcomb to approve the EMP funding request for the as-built drawings and Revit model of the County Courthouse in the amount \$44,400.00. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

7. Consideration of Approval of a Contract Between the Wyoming Department of Health, Public Health Division and Teton County for Public Health Emergency Preparedness and Response Services

- Jodie Pond, Health Director, presented to the Board for consideration of approval a contract to develop public health emergency preparedness and response capabilities in Teton County and to perform response activities by implementing the Centers for Disease Control and Prevention Public Health Preparedness and Response Capabilities from July 1, 2020 - June 30, 2021.

- There was no public comment.
- A motion was made by Commissioner Epstein and seconded by Commissioner Propst to approve the Contract between the Wyoming Department of Health, Public Health Division and Teton County for Public Health Emergency Preparedness and Response services for the period July 1, 2020 - June 30, 2021. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

8. Consideration of Approval of a New County Malt Beverage Permit for Astoria, LLC

- Shelley Fairbanks, Deputy County Clerk, presented to the Board for consideration of approval a new County Malt Beverage Permit by Astoria LLC. Applicant is requesting the approval of a new County Malt Beverage Permit for Astoria LLC at Astoria Hot Springs. County Malt Beverage Permits are for the unincorporated area of Teton County and are issued pursuant to Wyoming Statute §12-4-201 by the Board of County Commissioners of Teton County. An applicant must be located beyond a five (5) mile zone around incorporated cities and town, which the applicant is. Population formulas have no applicability to issuance of malt beverage permits.

- Todd Seeton, on behalf of Astoria LLC, addressed the Board regarding processes that will be used to monitor sales, plans for COVID social distancing, and the plans for opening only to locals (Teton, Lincoln, Sublette Counties and Teton County Idaho).

- There was no public comment.

A motion was made by Commissioner Epstein and seconded by Commissioner Barron to approve the issuance of a County Malt Beverage Permit to Astoria LLC for the time period of July 22, 2020 through January 6, 2021. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

10. Consideration of Approval to Begin Public Comment Period for Amendments to Title 3, Chapter 3

Regarding Small Wireless Facilities in County Right of Way

Keith Gingery, Deputy County Attorney, presented to the Board for consideration of approval to authorize to begin 45-day comment period to potentially amend pursuant to the Wyoming Administrative Procedures Act (Wyo. Stat. §16-6-103) Title 3 Chapter 3 regarding Use of County Right Way for Small Wireless Facilities.

There was no public comment.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to authorize to begin the 45-day comment period to potentially amend Chapter 3 to Title 3 regarding Use of County Right of Way for Small Wireless Facilities. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

The meeting was recessed at 9:40am and reconvened at 9:45am.

MATTERS FROM PLANNING & DEVELOPMENT:

1. Findings of Fact and Conclusions of Law: VAR2020-0002

Prodean, Robert L.

John Graham, Deputy County Attorney, presented to the Board for consideration of approval the Findings of Fact, Conclusions of Law and Order granting approval of a Variance (VAR2020-0002) upon the application of landowner Robert Prodean to vary Section 5.1.1.D.2.a for a reduction to the 150-foot river setback to 110' to permit the construction of a 215 square foot habitable addition and a 100 square foot covered deck.

There was no public comment.

A motion was made by Commissioner Epstein and seconded by Commissioner Barron to approve the Findings of Fact, Conclusions of Law and Order granting approval of a Variance (VAR2020-0002). Chair Macker called for the vote. The vote showed all in favor and the motion carried.

2. Applicant: AJL DUERSCH, LLC
Presenter: Chandler Windom
Permit No.: DEV2016-0002

Request: Request for a 4-Unit Subdivision Planned Residential Development pursuant to Section 2320 of the 4th Printing of the 1994 LDRs.

Location: The subject property is located east of N State Line Road in Alta. The land is zoned Rural and is not within any overlays.

Chandler Windom, Planning Staff, presented to the Board for consideration of approval a Development Permit pursuant to Section 2320 of the 2015 Teton County Land Development Regulations (LDRs) for a 4-unit Subdivision Planned Residential Development. The applicant, Y2 Consultants, on behalf of the property owners, AJL Duersch, LLC and PWD Duersch, LLC, are requesting a Development Permit to subdivide a 48.03-acre parcel into 4 lots using the Planned Residential Development (PRD) option. This original application was submitted in March of 2016. It was put on hold in February of 2017 in order for the applicant to work on outstanding requirements and to collaborate with neighbors to address their concerns. It was deemed that the applicant was not unresponsive, and instead was actively working on resubmittal requirements. The applicant waived the timeline for review of the application as outlined in the LDRs. Since this application was deemed sufficient on March 26, 2016 the project is to be reviewed under the PRD standards effective at that time. This was prior to the adoption of the most recent Teton County Land Development Regulations on April 1st, 2016.

The applicant is proposing 4 lots, three of which will be 13 acres and a fourth lot of 9.05 acres. The open space proposed is a majority of each lot, totaling 35.24 acres or 74.68% of the base site area. The applicant has requested a new conservation easement from the Teton County Scenic Preserve Trust, EAS2019-0002, which will be brought before the Board of County Commissioners concurrent with this application. The open space is valued for its agricultural activities and scenic views.

The recommended findings, pursuant to Section 5100 of the Land Development Regulations:

1. The proposed Development Plan shall be consistent with the purposes, goals, objectives, and policies of the Comprehensive Plan, including standards for building and structural intensities and densities, and intensities of use. – Can be made.
2. The proposed Development Plan shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities. – Can be made.
3. The proposed Development Plan shall achieve the standards and objectives of both the NRO, pursuant to Division 3200, Natural Resources Overlay (NRO), and the SRO, pursuant to Division 3300, Scenic Resources Overlay (SRO) District. – Can be made.

4. The proposed Development Plan shall comply with all standards imposed on it by all other applicable provisions of these Land Development Regulations for use, layout, and general development characteristics. – Can be made.

5. The proposed Development Plan shall comply with the conditional or special use standards, as applicable, pursuant to Section 5140.b, Conditional Use Standards, if the proposed use is specified as a Conditional or Special use in Table 2200, Use Schedule. – Not applicable.

Hal Hutchinson, on behalf of the applicant, addressed the Board regarding the application. Public comment was given by Michael Scheller, Greg Such, and Allen Lynch.

Chris Neubecker, Director of Planning and Building Services, addressed the Board regarding past and current regulations and how they pertain to the application.

Stacy Stoker, Housing Manager, addressed the Board regarding past and current regulations and how they pertain to the housing fees-in-lieu.

A motion was made by Commissioner Epstein and seconded by Commissioner Barron to continue DEV2016-0002 and EAS2019-0002 to the August 25, 2020 regular meeting. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Commissioner Epstein and seconded by Commissioner Barron to direct staff to look into other solutions regarding the access from Targhee Towne at Table Rock West to the actual property. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

3. Applicant: AJL DUERSCH, LLC & PWD
DUERSCH, LLC

Presenter: Chandler Windom
Permit No.: EAS2019-0002

Request: Request to accept a new easement to the Teton County Scenic Preserve Trust to allow approval of a Planned Residential Development

Location: The subject property is located east of N State Line Road in Alta. The land is zoned Rural and is not within any overlays.

This item was continued to the August 25, 2020 BCC hearing. The meeting was recessed at 12:12pm and reconvened at 1:30pm.

4. Applicant: HARRIS, SCOTT
Presenter: Andrew Bowen
Permit No.: CUP2020-0001

Request: Conditional Use Permit pursuant to Section 8.4.2 of the Teton County Land Development Regulations, to permit a paragliding landing zone.

Location: Teton County Village Exaction Parcel, bordering State Highway 390 and accessed from Apres Vous Road. The property is zoned Public/Semi-Public and is located within the Scenic Resources Overlay.

Andrew Bowen, Planning Staff, presented to the Board for consideration of approval of a Conditional Use Permit pursuant to Section 8.4.2 of the Teton County Land Development Regulations (LDR), to permit a paragliding landing zone that will be a termination point for all Jackson Hole Mountain Resort (JHMR) private and commercial flights. Note: Jackson Hole Paragliding is not a commercial venture of JHMR.

The proposed paragliding zone is Open Space Uses/Outdoor Recreation Use un LDR Section 6.1.3.C, as it is a passive use of land that requires no permanent and/or physical development. The only physical impacts on the property that will result from the proposed use will be grass mowing when required for safety purposes.

The proposed use would involve silent, non-motorized paragliders touching down on the grass surface of the field, then walking clear of the field to Apres Vous Rd once the paraglider materials have been folded and stowed into backpacks. The specified flight path is high over Teton Village, with the paragliders only descending to landing altitude once clear of all residential areas and over unpopulated land east of Moose-Wilson Rd. There are no obstacles, hazards, or overhead utilities along the flight corridor or landing approach.

Pursuant to Section 8.4.2.C of the Land Development Regulations, a Conditional Use Permit shall be approved upon finding the application complies with the following:

1. Is compatible with the desired future character of the area – Can be made.
2. Complies with the use specific standards of Div. 6.1. and the zone – Can be made.
3. Minimizes adverse visual impacts – Can be made.
4. Minimizes adverse environmental impacts – Can be made.
5. Minimizes adverse impacts from nuisances – Can be made.
6. Minimizes adverse impacts on public facilities – Not applicable.
7. Complies with all other relevant standards of these LDRs and all other County Resolutions – Can be made.
8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals – Not applicable.

Scott Harris, Jackson Hole Paragliding, addressed the Board regarding the application.

There was no public comment.

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve Conditional Use Permit CUP2020-0001 for an Outdoor Recreation Use to permit a paragliding landing zone as set forth in the application dated May 1, 2020 being able to make all eight (8) findings of Section 8.4.2.C of the Teton County Land Development Regulations, with one condition of approval as reflected below and in the applicable staff report dated July 21, 2020.

1. The applicant shall obtain a new letter from Four Shadows LLC (or current holder of reverter interest), that extends their non-use of the reverter clause as referred to in this staff report for every year of operation on the subject property. A copy of said letter shall be provided to the Teton County Planning Director no less than one month prior to the initiation of operations for that calendar year.
2. This conditional Use Permit shall not take effect unless and until a lease for the use of this landing site is fully executed by the Teton County Board of County Commissioners (BCC) and the Applicant.
3. This Conditional Use Permit shall expire if a lease for the property is not executed on or before June 1, annually. Chair Macker called for the vote. The vote showed all in favor and the motion carried.

5. Consideration of the Comprehensive Plan Work Plan Kristi Malone, Senior Long-Range Planner, presented to the Board for consideration of approval of the proposed FY2021 Implementation Work Plan dated June 29, 2020.

Discussion included Northern South Park, Outdoor Reception Sites, and Natural Resource Regulations.

A motion was made by Commissioner Newcomb and seconded by Commissioner Barron to approve the proposed FY21 Implementation Work Plan dated June 29, 2020 with the following amendments:

- To remove the Neighborhood Plans item for now and replace it with a Neighborhood Plan for Northern South Park only, with the details of process, timeframe, and lead agency(ies) to be decided.
- To continue analysis of Outdoor Reception Sites, review and permitting.
- To provide a status update and resource inventory for the Natural Resource Regulations update.

Chair Macker called for the vote. The vote showed 4-1 in favor with Commissioner Epstein opposed and the motion carried.

A motion was made by Commissioner Barron and seconded by Commissioner Newcomb to direct staff to prepare a scope of work and request for proposals for a Neighborhood Plan for Northern South Park to be presented to the County Commission and Town Council for review and comment and at a Joint Information Meeting for final consideration. The proposed

scope of work may include:

- Defined Project Goals and Objectives
- Density and land use options with complete neighborhood zoning, such as the new Town zoning
- Affordability Options and Analysis
- Job Generation Analysis
- Market Analysis and Projected Population
- Fiscal Impacts to the County, Town, and future residents
- Site design and general bulk and scale characteristics
- Multi-modal transportation connectivity and traffic impacts
- Community amenities and services (parks, schools, playgrounds, open space, etc.)
- Infrastructure (drinking water, sewer, drainage, electricity, etc.)
- Environmental impacts
- Implementation of Comprehensive Plan values
- Community and stakeholder engagement and participation

Chair Macker called for the vote. The vote showed 4-1 in favor with Commissioner Epstein opposed and the motion carried.

EXECUTIVE SESSION

There was no executive session today.

MATTERS FROM COMMISSION

ADJOURN

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to adjourn. Chair Macker called for a vote. The vote showed all in favor and the motion carried. The meeting adjourned at 2:37pm.

Respectively submitted: sdf

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Natalia D. Macker, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

Publish: 08/12/20

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING

The Teton County Board of Commissioners met in regular session on July 27, 2020 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:00am.

Commission present: Natalia Macker Chair, Greg Epstein Vice-Chair, Mark Barron, and Luther Propst were present. Mark Newcomb arrived at 9:08am.

ADOPT AGENDA

A motion was made by Commissioner Epstein and seconded by Commissioner Barron to adopt the agenda as presented. Chair Macker called for a vote. The vote showed all in favor and the motion carried.

PUBLIC COMMENT

Public comment was given by Nicole Krieger regarding the Water Resource Development Act.

Julianne Fries, Director of Human Resources, introduced Oscar Gittemeier, the new Director of the Teton County Library.

ACTION ITEMS

1. Consideration of Payment of County Vouchers

A motion was made by Commissioner Propst and seconded by Commissioner Barron to approve the July 27, 2020 county voucher run in the amount of \$1,217,863.74. Chair Macker called for a vote. The vote showed all in favor and the motion carried.

2. Consideration of Administrative Items

a. 24-Hour Liquor Permit

b. SLIB Drawdowns

i. Horsethief Canyon Landfill Closure Project

There was no public comment.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to approve the drawdown requests for the Horsethief Canyon Landfill Closure Project as presented. Chair Macker called for a vote. The vote showed all in favor and the motion carried.

c. Tax Corrections

d. Human Service/Community Development Contracts for Service

e. Special Events Permits – Applications Pending (for informational purposes, no action taken)

i. Lotoja – September 12th; Cyclists enter Teton County via US-89 (Snake River Canyon), ride through the Jackson area via South Park Loop Road, and finish at the base of Jackson Hole Mountain Resort in Teton Village; Attendees – 1400

ii. Jackson Hole Ultra – September 5th, 50K race consists of a 6.5 mile out and back and then a 9 mile out and back. The shorter distance races will contain the 6.5 mile out and back and then a 1 mile out and back and a 6.5 mile out and back and a 6.8 mile out and back; attendees – 250

3. Consideration of Approval of Paragliding Lease with Jackson Hole Free Flight Club and Lease with Jackson Hole Paragliding, LLC

John Graham, Deputy County Attorney, presented to the Board for consideration of approval a lease agreement with Jackson Hole Free Flight Club and a lease agreement with Jackson Hole Paragliding, LLC. These two proposed leases would allow paragliders who use the Jackson Hole Mountain Resort as a takeoff point to land on the parcel Teton County owns at Teton Village. This item is being considered in conjunction with a Conditional Use Permit for the Jackson Hole Free Flight Club (JHFFC) and Jackson Hole Paragliding, LLC (JHPG) to use the property as a landing site. As part of the lease, JHFFC and JHPG are required to maintain adequate insurance levels and indemnify Teton County for any claims brought as a result of either entity's use of the property. The lease also provides for immediate termination with notice which means this use would not interfere with any future potential development.

Scott Harris, Jackson Hole Paragliding, addressed the Board regarding the cost of the lease, winter use and snow packing, and the lease term. Bob McLaurin, Jackson Hole Free Flight Club, addressed the Board regarding a letter from the Jackson Hole Land Trust.

There was no public comment.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to approve the lease with the Jackson Hole Paragliders subject to a few amendments:

- a. The date for the lease termination will be on February 19, 2021 to coincide with Four Shadows;
 - b. The lease amount will \$500 a month; and
 - c. There will be no winter landing in the conservation land without specific permission from the Jackson Hole Land Trust.
- Chair Macker called for a vote. The vote showed all in favor and the motion carried.

A motion was made by Commissioner Barron and seconded

• PUBLIC NOTICE •

by Commissioner Epstein to approve the Jackson Hole Free Flight Club lease being annual for February 19, 2020 and no winter landing in the conservation land without specific permission from the Jackson Hole Land Trust. Chair Macker called for a vote. The vote showed all in favor and the motion carried.

4. Consideration of Proposed Outgoing Commissioner Correspondence

There was no outgoing correspondence.

DISCUSSION ITEMS:

Matters for Discussion / Updates

1. Known Matters for Discussion

A. Monthly Updates

i. Health Department – COVID 19 Response

Jodie Pond, Health Director, gave an update on COVID-19 testing, the number of cases in Teton County, and Teton County's 7-Point Plan.

ii. START

Darren Bruggmann, START Manager, gave updates on Route Match, Ridership, Route Plan, Mask Mandate on buses, Electric buses, Ski Passes, and commuter buses.

iii. Attorney

The Attorney's Office gave updates through a confidential and privileged letter.

iv. Planning

Chris Neubecker, Director of Planning and Building Services, gave updates on Comp Plan Public Comment period, upcoming meeting items and dates, and personnel vacancies

v. Engineering

Heather Overholser, Director of Public Works, gave updates on Northern South Park / Transportation, Tribal Trail Connector Road, Indian Springs Ranch / Teton Science School Intersection, BUILD Grant, Highway 22 / 390 Project, Septic Regulations, Water Quality Planning, and Gros Ventre Road.

vi. Fire/EMS – Station 1 Construction

Joseph Bolton, Forsgren Associates LLC, gave updates via email on Fire Station 1 regarding financials

and construction progress.

The meeting was recessed at 10:43am and reconvened 10:50am.

B. Housing Department – Mid-Year Report Update

April Norton, Housing Director, addressed the Board regarding the Mid-Year Report. It was reported on the number of ownership units, compliance violations, compliance rate, weekly drawings and number of units sold, employee housing leases, capital projects, and COVID-19.

C. Law Enforcement / Human Services / Public Safety Task Force

The Board discussed a Stakeholder Group, support from staff regarding diverse constituency representatives, an assessment to define scope of work and an RFP.

D. NRTAB / Natural Resource LDRs

Chris Neubecker, Director of Planning and Building Services, addressed the Board regarding what type of potential projects and protections the Board is looking for, goals of the Board and what needs to be accomplished, where the process was left off in 2018 and what steps need to be taken to continue the process.

2. Other Matters for Discussion

A. Commissioner Propst brought up discussion regarding a possible workshop possible federal legislation on levees.

MATTERS FROM COMMISSIONERS

A. Calendar review - The Board reviewed their weekly calendar.

B. BCC Administrator – Alyssa Watkins, Board of County Commissioners Administrator, gave updates via email on Water Quality, Housing, Transportation, Culture of Leadership, LDRs, and Areas of Focus.

C. Liaison reports / Commission updates

A. Commissioner Macker had no updates.

B. Commissioner Epstein had no updates.

C. Commissioner Barron had no updates.

D. Commissioner Newcomb gave an update on camping in non-allowed areas in the forest.

E. Commissioner Propst gave an update regarding FLAP Grant for transportation.

EXECUTIVE SESSION

There was no executive session.

WORKSHOPS

ADJOURN

A motion was made by Commissioner Epstein and seconded by Commissioner Barron to adjourn. Chair Macker called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 11:55am.

Respectively submitted: sdf

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Natalia D. Macker, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

AIRGAS USA LLC 43.92 / ALPHAGRAPHICS 288.46 AMAZON CAPITAL SERVICES, INC. 3,492.62 / ARCHITECTURAL BUILDING SUPPLY 130.00 ARLEEN WERMUTH 52.50 / ASD HEALTHCARE 1,245.00 / AT&T MOBILITY 1,468.83 BAHLEN MANUFACTURING CO. 9,921.00 / BIG R RANCH & HOME 262.46 BIOTA RESEARCH & CONSULTING, INC. 1,396.14 / BOUNDTREE MEDICAL 446.31 CATOR, RUMA & ASSOCIATES 27,207.51 / CANYON TRUCKING 1,795.00 CDW GOVERNMENT, INC. 176.29 / CENTURY-LINK 1,219.56 / CIVIC PLUS INC. 716.63 CURRAN-SEELEY FOUNDATION 1,029.48 / DCI 39.00 DEPARTMENT OF THE TREASURY 1,762.76 / EDITH LOPEZ 910.00 ELECTRICAL WHOLESALE SUPPLY CO., INC. 69.58 / E.R. OFFICE EXPRESS INC. 145.34 ESI ACQUISITION INC. 16,180.00 / FER-GUSON ENTERPRISES, INC. #3007 194.93 FLAT CREEK SADDLE SHOP 3,715.00 / GRAINGER 1,111.32 / GRAVITY GRAPHICS 352.33 HARRIS COMPUTER SYSTEMS 4,625.00 / HARRIS MOUNTAIN WEST-IDAHO 1,422.50 HEALTH-SPACE USA INC. 5,600.00 / HIGH COUNTRY LINEN SUPPLY LLC 3,784.56 INTERSTATE BATTERY SYSTEM OF IDAHO 433.85 / JANET LAWRENCE GARLAND, RN 182.71 JACKSON LUMBER 664.59 / JH2O WATER CONDITIONING & FILTRATIO 139.00 JACKSON HOLE CHAMBER OF COMMERCE 199.00 / JHYB 3,060.00 / JTR INC. 102.68 JORGENSEN ASSOCIATES PC 210.00 / JULIA GUZMAN 139.35 / KUKER-RANKEN INC 350.00 LOCAL GOVERNMENT LIABILITY POOL 142,216.00 / LOWER VALLEY ENERGY 70.77 MATTHEW BENDER & CO., INC. 1,017.24 / MARY HURST 21.00 MD NURSERY & LANDSCAPING INC.

79,723.46 / MEDELA, INC 2,151.20 MERIDIAN ENGINEERING P.C. 9,086.31 / MJ BROWN 708.78 NAVITUS HEALTH SOLUTIONS, LLC 35,764.07 / NASP, INC 40.00 NATALIE WINMILL 45.00 / NELSON ENGINEERING COMPANY 514.00 OLD WEST PRESS LLC 115.00 / OWENS LAW OFFICE, PC 150.00 HAL JOHNSON JR-PROFESSIONAL EXPRESS 110.00 / PRIORITY HEALTHCARE DIST 1,303.04 QUADIENT FINANCE USA INC 6,000.00 / REDWOOD TOXICOLOGY LABORATORY INC 699.00 RAFTER J IMPROVEMENT & SERVICE DIST 129.00 ROCKY MOUNTAIN COMPETITIVE SOLUTION 535.41 / ROB DEARING 300.00 RSCI 321,686.46 / PVH CORP. 1,114.32 / STAPLES ADVANTAGE 1,646.71 STAPLES CREDIT PLAN 488.81 / STERICYCLE, INC. 275.62 ST JOHN'S MEDICAL CENTER 395.78 / STINKY PRINTS, INC. 83.70 ELIOR INC. 2,505.88 / SWAGIT PRODUCTIONS LLC 29,000.00 TETON COUNTY ENVIRONMENTAL HEALTH 20.00 / TETON COUNTY FAIR BOARD 500.00 TETON CO. SCHOOL DISTRICT #1 5,850.04 / TETON COUNTY TREASURER 37,345.74 TETON COUNTY TREASURER 71,604.94 / TETON COUNTY TREASURER 40,400.00 TETON MEDIA WORKS INC. 8,200.67 / THE MASTER'S TOUCH LLC 355.30 THOMSON REUTERS-WEST 1,248.00 / TLC ELECTRIC INC. 603.86 TM COMMERCIAL CLEANING LLC 12,476.70 / TOWN OF JACKSON 459.22 TODD TAYLOR 27,500.00 / TREES INC. 250.00 LOCAHAN LLC dba VALLEY OFFICE SYST 86.01 W.A.R.M. PROPERTY INSURANCE POOL 273,392.70 / WELLRIGHT 1,000.00 WILLIAM A. MORROW 606.85 / WORLAND CYCLE AND SAW LLC 200.00 XEROX CORPORATION 1,272.94 / ZOHO CORPORATION 309.00

Publish: 08/12/20

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

2020 GENERAL ELECTION PROCLAMATION

TETON COUNTY

STATE OF WYOMING)
) SS
COUNTY OF TETON)
OFFICE OF THE COUNTY CLERK

TO THE VOTERS OF TETON COUNTY, WYOMING:

IN COMPLIANCE WITH SECTION 22-2-109 STATUTES, STATE OF WYOMING ELECTIONS LAWS, IT IS HEREBY PROCLAIMED THAT A GENERAL ELECTION WILL BE HELD THROUGH THE 18 ELECTION DISTRICTS AND PRECINCTS OF SAID TETON COUNTY ON TUESDAY, NOVEMBER 3, 2020. THE NAMES OF ALL OFFICES TO BE FILLED AT SAID ELECTION AND THE NUMBER OF PERSONS REQUIRED BY LAW TO FILL SUCH OFFICES ARE AS FOLLOWS:

PARTISAN OFFICES TO BE ELECTED AT THE GENERAL:

NO.	TITLE:	TERM:
1	PRESIDENT & VICE PRESIDENT	4 YEARS
1	UNITED STATES SENATOR	6 YEARS
1	UNITED STATES REPRESENTATIVE	2 YEARS
1	STATE SENATOR, DISTRICT 16*	4 YEARS
1	STATE REPRESENTATIVE, HOUSE DISTRICT 16**	2 YEARS
1	STATE REPRESENTATIVE, HOUSE DISTRICT 22***	2 YEARS
1	STATE REPRESENTATIVE, HOUSE DISTRICT 23****	2 YEARS
2	COUNTY COMMISSIONERS	4 YEARS

*SENATE DISTRICT 16 INCLUDES DIST. AND PREC. 1-10 SOUTH HOBACK; 4-1 WILSON SOUTH; 4-3 WILSON NORTH

**HOUSE DISTRICT 16 INCLUDES DIST. AND PREC. 1-2 MID-EAST JACKSON; 1-5 MIDWEST JACKSON; 1-6 COTTONWOOD PARK; 1-8 EAST JACKSON; AND 1-9 WEST JACKSON.

***HOUSE DISTRICT 22 INCLUDES DIST. AND PREC. 1-10 SOUTH HOBACK; 4-1 WILSON SOUTH; 4-3 WILSON NORTH IN TETON COUNTY, AND PARTS OF LINCOLN COUNTY AND SUBLETTE COUNTY.

****HOUSE DISTRICT 23 INCLUDES DIST. AND PREC. 1-1 SOUTH OF JACKSON; 1-3 SKYLINE/HI COUNTRY/GROS VENTRE BUTTE/ELK REFUGE; 1-4 NORTH JACKSON; 1-7 RAFTER J; 1-11 INDIAN TRAILS; 2-1 KELLY/TETON VALLEY HIGHLANDS/MOOSE/AIRPORT; 3-1 MORAN/YNP; 4-2 MOOSE/WILSON ROAD WEST; 4-4 TETON VILLAGE/MOOSE-WILSON RD; AND 5-1 ALTA.

NON-PARTISAN OFFICES TO BE ELECTED AT THE GENERAL:

NO.	TITLE:	TERM:
1	MAYOR OF THE TOWN OF JACKSON	4 YEARS
2	COUNCIL MEMBERS FOR THE TOWN OF JACKSON	4 YEARS
4	TETON COUNTY SCHOOL DISTRICT #1 TRUSTEE	4 YEARS
3	ST. JOHN'S HOSPITAL DISTRICT TRUSTEE	4 YEARS
1	TETON CONSERVATION DISTRICT SUPERVISOR AT LARGE	4 YEARS
1	TETON CONSERVATION DISTRICT SUPERVISOR	

URBAN 4 YEARS

QUESTIONS TO BE VOTED UPON AT THE GENERAL:

STATE OF WYOMING CONSTITUTIONAL AMENDMENT A:

This amendment will remove the constitutionally specified limit on the amount of debt a municipality can create for sewer projects and would allow the legislature to prescribe by law the debt limit for municipal sewer projects.

FOR
AGAINST

JUSTICE(S) OF THE WYOMING SUPREME COURT

8 Year term – Shall Lynne Boomgaarden be retained in office? YES NO

8 Year term – Shall Kari Jo Gray be retained in office? YES NO

JUDGE(S) A OF THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

6 Year term – Shall Judge Jason M. Conder be retained in office? YES NO

JUDGE(S) OF THE CIRCUIT COURT OF THE NINTH JUDICIAL DISTRICT

4 Year term – Shall Judge Robert B. Denhardt be retained in office? YES NO

4 Year term – Shall Judge Curt A. Haws be retained in office? YES NO

4 Year term – Shall Judge James L. Radda be retained in office? YES NO

TETON COUNTY GENERAL REVENUE SALES AND USE TAX:
SHALL TETON COUNTY, WYOMING BE AUTHORIZED TO IMPOSE AN ADDITIONAL ONE PERCENT (1%) GENERAL REVENUE SALES AND USE TAX TO BE USED FOR GENERAL REVENUE PURPOSES.

FOR THE COUNTY SALES AND USE TAX
AGAINST THE COUNTY SALES AND USE TAX

AUGUST 5 THROUGH AUGUST 24, 2020 - FILING DATES FOR SCHOOL BOARD CANDIDATES, HOSPITAL BOARD CANDIDATES, CONSERVATION DISTRICT BOARD CANDIDATES AND INDEPENDENT CANDIDATES.

SEPTEMBER 18, 2020 – ABSENTEE VOTING BEGINS

OCTOBER 19, 2020 – LAST DAY TO REGISTER WITH THE COUNTY CLERK BEFORE GENERAL ELECTION DAY. YOU MAY STILL COME TO THE ABSENTEE POLLING SITE WITHIN THE 14 DAY REGISTRATION CUT OFF PERIOD TO REGISTER, BUT YOU MUST BE PREPARED TO VOTE BY ABSENTEE AT THE SAME TIME. VOTER REGISTRATION IS ALSO PERMITTED AT THE POLLS ON GENERAL ELECTION DAY.

OCTOBER 27, 2020 - CANDIDATES MUST FILE A STATEMENT OF CAMPAIGN CONTRIBUTIONS & EXPENDITURES.

NOVEMBER 3, 2020 – GENERAL ELECTION DAY

NOVEMBER 13, 2020 – CANDIDATES MUST FILE AN AMENDED STATEMENT OF CAMPAIGN CONTRIBUTIONS & EXPENDITURES.

STATE AND FEDERAL CANDIDATES FILE WITH THE SECRETARY OF STATE, COUNTY AND MUNICIPAL CANDIDATES FILE WITH THE COUNTY CLERK. A CANDIDATE WHO FAILS TO FILE A FULL AND COMPLETE ITEMIZED STATEMENT OF CONTRIBUTIONS & EXPENDITURES MAY BE CHARGED WITH A MISDEMEANOR AS PROVIDED BY W.S. 22-26-112. A CANDIDATE WHO FAILS TO FILE THE STATEMENT OF CAMPAIGN CONTRIBUTIONS & EXPENDITURES REQUIRED BY THE SEVENTH DAY BEFORE THE ELECTION SHALL HAVE HIS NAME PRINTED ON A LIST DRAFTED BY THE APPROPRIATE FILING OFFICE SPECIFIED UNDER 22-25-107. THE LIST SHALL IMMEDIATELY BE POSTED IN THE FILING OFFICE AND MADE AVAILABLE TO THE PUBLIC.

A LIST OF VOTE CENTER LOCATIONS FOR THE GENERAL ELECTION MAY BE FOUND AT WWW.TETON-COUNTY.WY.GOV/CC

ATTEST: MAUREEN E. MURPHY, TETON COUNTY CLERK AUGUST 15, 2020
Publish: 08/12/20

The Teton County Clerk's Office will be closed on Primary Election Day, August 18th, 2020, to all nonelection business except for the recording of documents.

Publish: 08/12/20

NOTICE OF INTENT TO ADOPT

AMENDMENTS TO THE 2019 JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT RULES AND REGULATIONS FOR TETON COUNTY, WYOMING

Public Hearing October 5, 2020

Notice is hereby given pursuant to Wyoming State Statute § 16-3-103, et. seq. that the Jackson/Teton County Affordable Housing Department has been directed by the Teton County Board of County Commissioners and Jackson Town Council to release the amended "Housing Department Rules and Regulations" for the 45-day public review period prior to adoption by the Teton County Board of County Commissioners and the Jackson Town Council.

The Public Hearing will be held in the Commissioners Meet-

ing Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on October 5, 2020, in Joint Information Meeting of the Teton County Board of County Commissioners and the Jackson Town Council at the County Commissioner's Chambers located at 200 S. Willow St., Jackson, Wyoming, which begins at 3:00 PM. Comment can be made in person at that meeting, or in writing, prior to the meeting, by submitting correspondence through email at housing@tetoncountyywy.gov or U.S. mail, at P.O. Box 714, Jackson, WY 83001.

The Jackson/Teton County Affordable Housing Department Rules and Regulations Amendments are available for review online at JHaffordablehousing.org. The Jackson/Teton County Housing Department will have the proposed rules and regulations available for review at the following offices: the Teton County Clerk's Office 200 S. Willow St, Jackson, WY, and the Jackson/Teton County Housing Department, 320 S. King St., Jackson, WY.

The proposed amendments to the Housing Department Rules and Regulations are primarily edits to correct scrivener's errors or clarification of existing policies. Substantive changes include changes to the requirements for owners with multiple defaults to sell their home, and definitions.

All proposed changes are being implemented to address the shortage of affordable housing in Teton County. These actions are taken pursuant to Wyoming State Statute § 16-3-103, et. seq. Pursuant to Wyoming State Statute §9-5-304, the agency anticipates non-applicability to the Wyoming Regulatory Takings Act.

Publish: 08/12/20

NOTICE OF INTENT TO ADOPT AMENDMENTS TO THE TETON COUNTY LAND DEVELOPMENT REGULATIONS (LDRs) REGARDING STANDARDS FOR WIRELESS COMMUNICATIONS FACILITIES (AMD2019-0005)

Notice is hereby given pursuant to Wyoming Statute §16-3-103 that Teton County is considering adoption of amendments to the Teton County Land Development Regulations (LDRs) regarding standards and regulations for wireless communications facilities, including new regulations for small wireless communications facilities. This amendment proposal is made by the Teton County Planning Division to primarily address the Federal Communication Commission's September 27, 2018 Declaratory Ruling and Third Report and Order policies and to implement standards and regulations for small wireless facilities outside of the public right-of-way. The proposal also includes clarification and cleanup of existing standards for non-small wireless communications facilities. These are new LDRs which are authorized pursuant to Wyoming Statute §18-5-201. The Teton County Planning Dept. has complied with the requirements of Wyoming Statute §9-5-304 and a copy of the assessment may be obtained from the Teton County Planning Dept.

The proposed amendment includes updated processing timelines, sufficiency and tolling standards for wireless facility applications, fee schedules for small wireless facility applications, and locational preference and design standards for small wireless facilities and associated support structures to respond to the policies embodied in the Federal Communication Commission's Declaratory Ruling and Third Report and Order of September 27, 2018. It also adds and modifies definitions of wireless communications facility, small wireless facility, and related terms, to align with Federal Communication Commission definitions. The proposed amendment further specifies design requirements for the monopine concealment method and adds consideration of scenic context to performance criteria for concealed towers and the visibility standards for new towers. Pursuant to Wyoming Statute §18-5-202(b) the Teton County Planning Commission shall hold a public hearing at which a recommendation will be made on the proposed Teton County LDR amendments to the Teton County Board of County Commissioners. The Teton County Planning Commission public hearing will take place September 14, 2020 at 6 p.m. in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow St. in Jackson, Wyoming. The Teton County Board of Commissioners will hold a public hearing to make a decision on the proposed amendment on October 6, 2020 at 9:00 a.m. at the same location.

All interested parties may obtain a hard copy of the proposed new LDRs at the Teton County Planning Division office at 200 S. Willow St., Jackson, WY or may view a copy of the proposed new LDRs online at <http://jacksontetonplan.com/>. Written comments may also be submitted to the Teton County Planning Director, P.O. Box 1727, Jackson, WY 83001 or at trooney@tetoncountyywy.gov.

Maureen E. Murphy Teton County Clerk

Publish: 08/12/20

• CONTINUED PUBLICATIONS •

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR

STATLINE ROAD SOUTH LEIGH CREEK PROJECT

TETON COUNTY, WY

Pursuant to W.S. 16-6-116, notice is hereby given that Teton County, WY (OWNER) has accepted the work as completed according to the plans and specifications set forth in the Contract dated January 28, 2019, between the OWNER and Century Contractors, Inc. (CONTRACTOR), and that the CONTRACTOR is entitled to Final Settlement thereof.

Notice is further given that on September 8, 2020, said date being the forty - first (41st) day after the first publication of this Notice, OWNER will pay to said CONTRACTOR the full amount due under the Contract.

If any individual, company, organization, or other entity has any outstanding financial claim against the CONTRACTOR concerning Final Settlement of this Contract, the party should contact Amy Ramage /Teton County Engineering Department at aramage@tetoncountyywy.gov or 307.732.8574 prior to September 8, 2020.

Publish: 08/05, 08/12, 08/19/20

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR

TETON COUNTY UNDERGROUND STORAGE TANK REMOVAL TETON COUNTY, WY

Pursuant to W.S. 16-6-116, notice is hereby given that Teton County, WY (OWNER) has accepted the work as completed according to the plans, specifications, and rules set forth in the Contract between the OWNER and MD Landscaping and Excavation, (CONTRACTOR), and that the CONTRACTOR is entitled to Final Settlement thereof.

Notice is further given that on September 8th, 2020 said date being the forty - first (41st) day after the first publication of this Notice, OWNER will pay to said CONTRACTOR the full amount due under the Contract.

If any individual, company, organization, or other entity has any outstanding financial claim against the CONTRACTOR concerning Final Settlement of these Contracts, the party should contact Paul Cote /Teton County Facilities Division at P.O. Box 3594, Jackson, WY, 83001, pcote@tetoncountyywy.gov or 307.732.8585 prior to September 8th, 2020.

Publish: 07/29, 08/05, 08/12/20

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS - UNAPPROVED AUGUST 3, 2020 JACKSON, WYOMING

The Jackson Town Council met in special session in the Council Chambers of the Town Hall at 150 East Pearl at 1:34 P.M. Upon roll call the following were found to be present: TOWN COUNCIL: in person: none. via Webex: Mayor Pete Muldoon, Vice-Mayor Hailey Morton Levinson, Jim Stanford, Arne Jorgensen, and Jonathan Schechter. Executive Session. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn 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). The vote showed all in favor and the motion carried. The meeting adjourned at 1:35 p.m. minutes:spb. Review complete & approved minutes at www.jacksonwy.gov/491

Publish: 08/12/20

TOWN COUNCIL PROCEEDINGS - UNAPPROVED AUGUST 3, 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: None. via Webex: Mayor Pete Muldoon, Vice-Mayor Hailey Morton Levinson, Jim Stanford, Arne Jorgensen, and Jonathan Schechter. Public Comment. None. Consent Calendar. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the consent calendar including items A-E as presented with the following motions: A. Meeting Minutes. To approve the meeting minutes as presented for the July 20 workshop and regular meeting, and two special meetings on July 27, 2020. B. Disbursements. To approve the disbursements as presented. 260 West Pearl LLC \$8,500.00; 842-Ncpers Group Wyoming \$112.00; Ace Hardware \$454.23; Afac \$2,769.65; Amazon Capital Services \$1,147.45; AT&T \$1,324.21; B-Cycle LLC \$588.49; BMV LLC \$16.47; C & A Professional Cleaning Serv LLC \$6,927.94; Centurylink \$1,973.20; Chargepoint, Inc \$63,309.00; Charlier Associates Inc. \$1,937.50; Commercial Tire-Id Falls \$1,727.92; Control System Technology, Inc. \$625.00; Convergeone, Inc \$319.26; Copyworks, LLC \$196.80; Core & Main LP \$1,618.76; Delcon Inc \$953.74; Dell \$17,839.08; DLT Solutions, Inc. \$1,510.70; E.R. Office Express \$169.74; Energy Laboratories Inc \$2,877.00; Evans Construction Inc \$230.34; Frederick Landscaping \$1,982.48; Freedom Mailing Service Inc. \$1,786.54; Gillig LLC \$5,332.01; High Country Linen \$2,917.45; Intoximeters Inc. \$195.25; Jackson Animal Hospital \$210.00; Jackson Curbside Inc. \$1,375.00; Jackson Hole Law, Pc \$1,500.00; Jackson Lumber Inc \$106.47; Jorgensen Associates, Pc \$1,701.25; Kellerstrass Enterprises, Inc \$17,326.66; Kenworth Sales Company Dept #1 \$181.98; Lepco \$924.00; Lincoln National Life \$6,927.08; Long Building Technologies Inc. \$5,790.48; Lower Valley Energy Inc \$44.81; Morillon-Arellano, Shellie \$307.78; MSC Industrial Supply Co \$326.62; Naturescape Designs \$800.00; Nelson Engineering \$34,249.00; O'Donnell, Stephen \$208.60; OPS Strategies, LLC \$11,375.00; Pethalth Services Inc \$635.00; Premier Truck- Salt Lake City \$1,744.88; Rafelis \$36,486.26; Rendezvous Insurance Inc. \$118,531.57; Rink-Tec International, Inc \$658.72; Rocky Mountain Appraisals \$3,750.00; Rui Inc. Dba Village Gardner \$1,113.37; Smith, Christian \$208.60; Snake River Roasting \$244.75; Spring Creek Animal Hospital \$54.39; Stanard & Associates, Inc \$90.00; Standard Drywall, Inc \$5,600.70; Storrud, Joshua \$155.00; Team Laboratory Chemical Corp \$847.50; Teton County District Court \$441.75; Teton County Transfer Station \$151.00; Teton County-Fund 10 \$175,000.00; Teton Motors Inc \$200.00; Title 22 Consultants \$876.00; Uhl, Angelo \$541.20; Virginian Village Condo HOA \$1,080.00; Visa \$10,389.61; Vision Service Plan - (Wy) \$3,587.63; Watkins, Mark \$150.80; Weber Drilling \$3,644.56; Westbank Sanitation \$1,207.18; Westwood Curtis \$41,489.55; White Glove Cleaning, Inc. \$2,568.13; Winters, Gary \$5,000.00; Wy Child Support Enforcement \$146.76. C. Special Event: Teton Gravity Research Outdoor Film. To approve the special event application made by Teton Gravity Research for the outdoor film premier at the Teton County Rodeo Arena, subject to the conditions and restrictions listed in the staff report. D. Special Event: LOTOJA Classic Bike Race. To approve the application made by Epic Events for the LOTOJA Classic Bike Race special event, subject to the conditions and restrictions listed in the staff report. E. Agreement for Drug and Alcohol Testing Services. To approve the contract with WYTest and authorize the Town Manager to

execute the contract on behalf of the Town subject to any corrections or changes by the Town Attorney. 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. Special Event: Old Bill's Fun Run for Charity. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve the temporary banners in conjunction with the Old Bill's Fun Run subject to three conditions of approval. Mayor Muldoon called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried. Vaping Regulations Discussion. A motion was made by Jim Stanford and seconded by Arne Jorgensen to place Ordinance XX for consideration later on in the meeting that would allow only those businesses that prohibit entry to persons under 21 years of age to sell flavored vape products. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Food Trucks. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to table this item. Mayor Muldoon called for the vote. The vote showed 3-2 in favor, with Muldoon and Stanford opposed. The motion carried. Item P208128, §129: Conditional Use Permit for Snow King Zip Line and Snow Making Pump House. Item B - Zip Line: Based upon the findings as presented in the staff report and as made by the applicant for Item P20-128, a motion was made by Hailey Morton Levinson and seconded by Jim Stanford to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/ LDRs; and 8) Previous Approvals for a Conditional Use Permit to approve a zip line facility located at 402 East Snow King Avenue, subject to the department reviews attached to this staff report prepared on July 23, 2020, and the following conditions of approval: 1. All extra days and hours that exceed the established hours of operation for outdoor recreation activities shall be provided to the Town annually for review by the Planning Department. 2. The components for any zip-line shall use the most current technology to limit noise from trolleys traveling down the cable at its initial installation and during regular maintenance and repair; this would include, but not limited to, coated cables and arresting mechanisms. This shall apply to all Snow King Mountain zip lines located on private property and United States Forest Service property. 3. The expiration date for this Conditional Use Permit shall be two years from the date of approval unless the use has been commenced or a physical development permit has been issued and is active for physical development needed to commence the use. 4. The applicant shall provide the Snow King Code of Conduct to Town staff for review and approval prior to commencement of any construction on the zip line. The applicant shall include implementation strategies for how said code will be provided to participants and enforced by the applicant and better define that it is the responsibility of Snow King Mountain to communicate with and engage visitors. In addition to the items presented, it shall include a supervised ambassador program to ensure accountability for the entire Code of Conduct program. 5. Building permits within Sub-Area #2 of the Snow King Planned Resort District Master Plan 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 of the Snow King Planned Resort District Master Plan 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. 6. The proposed Hours of Operation for the proposed zip line and existing mountain coaster shall be amended to include a closing time from June 15 to August 15 of 8:00 p.m. Mayor Muldoon called for the vote. The vote showed 3-2 in favor, with Stanford and Jorgensen opposed. The motion carried. Item P198242: Snow King Mountain and Town of Jackson Gondola Lease Agreement. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to continue this item to the next council meeting on August 17, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Item P208089, §090, §091, §092: Development Plan, Variances and Amendments Adjustment at 175 N. Jackson for Rusty Parrot. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to continue this item to the next council meeting on August 17, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Item P208116: Subdivision Plat at 306 & 404 Hidden Hollow Drive was heard next. Based upon the findings as presented in the staff report and as made by the applicant for Item P20-116, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to approve a Subdivision Plat for the Hidden Hollow Second Addition to the Town of Jackson for the property addressed at 306, 404, 410, and 428 Hidden Hollow Drive, and legally described as Lots 16, 17, 18, and 20 of the Hidden Hollow First Addition to the Town of Jackson, subject to the departmental reviews attached to this staff report dated July 30, 2020, and the following two conditions of approval: 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 included in the attached 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. Prior to recording the Subdivision Plat the applicant shall pay Park and School exactions in the amount specified in this report date July 30, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Item P208045 & §046: Development Plan and Planned Unit Development at 625 Powderhorn Lane for Employee Housing. Development Plan: Based upon the findings for a Development Plan as presented in the staff report and by the applicant for Item P20-045 related to 1)

Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to approve Phase 2 of the Powderhorn Employee Housing PUD land division at the property addressed as 625, 645, and 675 Powderhorn Lane, subject to the department reviews, this staff report dated July 30, 2020, and the following conditions of approval: 1. The applicant shall record the Housing Mitigation Agreement and all required deed restrictions prior to Certificate of Occupancy of the proposed units and it shall have 46 plant units. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Ordinance T: An Ordinance Granting AT&T a Franchise. AN ORDINANCE GRANTING A FRANCHISE TO NEW CINGULAR WIRELESS PCS, LLC, ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN WIRELESS TELECOMMUNICATIONS FACILITIES FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND PROVIDING AN EFFECTIVE DATE. 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 Arne Jorgensen to approve Ordinance T at second reading. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried. Ordinance U: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 4. AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 4.3.1.E.3, 4.3.1.E.8.a, 4.3.1.F.4, 4.3.1.F.6.a.ii, 4.3.1.F.7, 4.3.1.F.9.b OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBILITIES 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 Jim Stanford to approve Ordinance U at second reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Ordinance V: An Ordinance Adding Community Development Director Duties to Jackson Land Development Regulations Section 8. AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 8.2.4.D, 8.2.4.F, 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A AND 8.10 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBILITIES 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 Jim Stanford to approve Ordinance V at second reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Ordinance W: An Ordinance Prohibiting the Sale of Flavored Tobacco Products. No action was taken. Ordinance XX: An Ordinance Prohibiting the Sale of Flavored Tobacco Products with Exception. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to continue Ordinance XX to the next available Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Matters from Mayor and Council. Residential Parking Permits. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to direct staff to bring back a workshop item on the residential parking program when time allows. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Planning Commission Membership. A motion was made by Pete Muldoon and seconded by Arne Jorgensen to direct staff to bring back an update on the Planning Commission and Board of Examiners residency requirements and other amendments as necessary. Mayor Muldoon called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried. Review Police Department Budget and Services. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to direct the Town Manager to work with Town Council to determine whether a Council review of the current police department budget and structure should be placed on a future workshop agenda and in context with our set priorities. 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 Hailey Morton Levinson and seconded by Jonathan Schechter to accept the Town Manager's Report into the record. The Town Manager's Report contained an update on Center Street Hotel Parking Space use. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 10:27 p.m. minutes:spb. Review complete & approved minutes at www.jacksonwy.gov/491
Publish: 08/12/20

• PUBLIC HEARINGS •

The Town of Jackson Town Council will hold a public hearing to consider a request for approval of a Development Plan for the property located at 55 Karns Meadow Drive, legally known as, PT. SW1/4NE1/4 & PT. SE1/4NW1/4 SEC. 33, TWP. 41, RNG. 116. The hearing is scheduled for Monday, September 8, 2020, beginning at 6:00 p.m. at the Town Hall, 150 East Pearl

Avenue, Jackson, WY– Please go to <https://www.jacksonwy.gov/491/Agendas-Minutes> and click on the meeting agenda for directions to view and participate in the meeting. The application can be viewed online at: <http://townofjackson.com/467/> Current-Applications. For further information, please contact the Planning Dept. at 733-0440, Ext. 1305. [Item P20-056 Valentine]
Publish: 08/12/20

GENERAL PUBLIC NOTICES

• ESTATE PROBATE •

In the Matter of the Estate of:

THOMAS C. STEPHENS,

Deceased; and

In the Matter of the Estate of:

JAUNICE STEPHENS,

Deceased.

NOTICE OF APPLICATION FOR DECREE OF SUMMARY DISTRIBUTION OF PROPERTY PURSUANT TO W.S. § 2-1-205

NOTICE IS HEREBY GIVEN:

That Lephon Corder Stephens Trustee, Trustee of the JAUNICE STEPHENS REVOCABLE TRUST dated March 20, 2012 ("Trustee") filed in the District Court of the Ninth Judicial District, Teton County, State of Wyoming, an Application for Decree of Summary Distribution and a Sworn Affidavit in support thereof pursuant to Wyoming Statutes § 2-1-201 through § 2-1-205, praying that the Court distribute all of decedents' probate estates, including its undivided two-thirds interest in the following described real property: That parcel of land being part of that tract described in Book 240 of Photo on Pages 280-282, lying in the SE1/4 NE1/4 of Section 20, T40N, R116W, Teton County, Wyoming, described as follows: Commencing at the North 1/16th corner between Sections 20 and 21 which is marked by a Brass cap on a steel pipe and has a CLCRC filed in said Office, Thence S 69° 19' 49"W, by 897.53 feet to the POINT of BEGINNING which is the Northeast corner of that tract described in said Book 240, THENCE S 19° 32' 09" E, 98.14 feet along the easterly line of said tract to the southeast corner of said tract, THENCE S 77° 43' 53" W, 19.15 feet along the south line of said tract to a point, THENCE N 19° 32' 09" W, 95.72 feet parallel with said easterly line to a point, THENCE N 70° 27' 51" E, 19.00 feet to the POINT of BEGINNING. Together with and subject to any covenants, easements, and restrictions of record.

That objections must be filed within thirty (30) days of the first publication of this notice, with the District Court of Teton County, Wyoming located at 180 S. King Street, Jackson, Wyoming. If no objections are filed, the Court will enter its decree establishing right and title to the property as requested by the Trustee.

DATED this 10th day of June, 2020.

Vonde M. Smith, Wy Bar No. 6-2832
Richard R. Thomas, Wy Bar No. 7-5865
SMITH LC
Post Office Box 8729
Jackson, Wyoming 83002
T: 307-201-6000
E: vsmith@smith-lc.com

Attorneys for the Trustee
Publish: 08/12, 08/19/20

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS
Jackson, Wyoming
Creekside Village Water and Sewer Improvements Project

Notice is hereby given that the Creekside Village HOA is accepting Bids for a general contract for the construction of the Creekside Village Water and Sewer Improvements Project.

Sealed Bids for the construction of the Project will be received at the Office of the Engineer, Nelson Engineering, PO Box 1599, located at 430 S. Cache St, Jackson, WY 83001 until August 27, 2020 at 2:00 PM. At that time the Bids received will be publicly opened and read.

The Project consists of: curbstop valve exploration, cleaning, and replacement; installation of three new 4" dia PVC sewer cleanouts and repairs to existing cleanouts; cutting and capping sections of old sewerlines at manholes; sewerline and manhole cleaning; and installation of 60' of new 6" dia PVC sewerline and two new 4" dia manholes; and all other incidentals required to complete the work.

The Issuing Office for the Bidding Documents is: Nelson Engineering, P.O. Box 1599, 430 S. Cache St, Jackson, WY 83001, 307-733-2087, slagerman@nelsonengineering.net

Prospective Bidders may obtain the Bidding Documents from the issuing office. All official notifications, addenda, and other Bidding Documents will be offered only through the issuing office. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated issuing office.

Questions regarding the Bidding Documents should be directed to Dave Dufault, PE, Nelson Engineering, 307-733-2087, ddufault@nelsonengineering.net

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents.

The Creekside Village HOA reserves the right to reject any and all bids, and to waive all informalities. Further, the Creekside Village HOA may accept any bid which, in its opinion, best serves its interests.

Publish: 08/12, 08/19/20

• PUBLIC NOTICE •

PROPOSED DISCHARGE OF DREDGED OR FILL MATERIAL TO A TRIBUTARY OF FISH CREEK

The Wyoming Department of Environmental Quality (WDEQ) has received a request from Alder Environmental for State certification of U.S. Army Corps of Engineers (USACE) Nationwide Permit #27, for discharge of dredged or fill material to West Drainage/Ward Foster Ditch, a tributary to Fish Creek near Wilson, Wyoming. The purpose of the project is wetland and stream habitat enhancement. All waters within the Fish Creek drainage are designated Class 1 waters where point source discharges are prohibited except for storm water and construction related discharges. This certification will require meeting the provisions in Chapter 1, Section 7(b) of the WDEQ Water Quality Rules and Regulations, which allows these discharges under certain circumstances.

Proposed activities include establishing wetland benches and stabilizing eroding banks. This will involve excavation of 360 cubic yards (CY) of material to create a deep aquatic bed riverine habitat and re-sloping of banks. Approximately 280 CY of excavated material will be re-distributed to establish the wetland benches with native emergent wetland vegetation. No net loss of wetlands is anticipated.

Requests for information about the proposed water quality certification should be directed to Eric Hargett by email (eric.hargett@wyo.gov) or phone (307-777-6701). Comments must be addressed to Eric Hargett, Wyoming DEQ/WQD, 200 W. 17th Street – 4TH floor, Cheyenne, WY, 82002, and be postmarked on or before 5:00 p.m. on August 26, 2020 to be considered. Phone or email comments will not be accepted. Para español, visite deq.wyoming.gov.
Publish: 08/12/20

NOTICE OF ACCEPTANCE
AND
FINAL PAYMENT TO CONTRACTOR
FOR
2020 McCOLLISTER DRIVE SEWER MAIN REPLACEMENT PROJECT

Notice is hereby given that the Teton Village Water and Sewer District has accepted, as completed according to the plans, specifications and rules governing the same, the work performed under that contract dated May 15, 2020 between the Teton Village Water and Sewer District and Westwood Curtis Construction, Inc., the Contractor; that work under said contract, known as the 2020 McCollister Drive Sewer Main Replacement Project, is complete, and the Contractor is entitled to final payment. Notice is further given that subsequent to the forty-first (41st) day after the first publication of this notice, to wit, September 22, 2020 the Teton Village Water and Sewer District will pay to said Contractor the full amount under the contract.
Publish: 08/12, 08/19/20

Notice of Right to Reclaim Abandoned Property

To: Peggy L Jennings and All Other Occupants

The property located at 548 Snow King Loop 481, Jackson, WY 83001 is owned by the Nationstar Mortgage LLC d/b/a Mr. Cooper. Upon notification that the property was vacant, the owner's agent attempted to secure the premises and found that the following personal property remained at the property: Miscellaneous household and personal items. To claim this property, please contact the Owner's Agent,

Weinstein and Riley, P.S. at 307-462-2690.

You must take possession of the property to which you are entitled or notify the agent in writing of your intent to take possession, within seven (7) days from the date this notice is published. If you notify the agent in writing of your intent to take possession of the property, you must take possession within fifteen (15) days from the date this notice is published. The property will be deemed abandoned and disposed of if you do not take possession of it within the stated time period.

Nationstar Mortgage LLC d/b/a Mr. Cooper,
Lucky McMahon - #6-4270
Weinstein & Riley, P.S.
123 West 1st Street, Suite 433
Casper, WY 82601-2482
(307) 462-2690
Attorney for Owner
Publish: 08/12/20

• FORECLOSURES •

NOTICE OF REAL ESTATE MORTGAGE FORECLOSURE

WHEREAS, default in the payment of principal and interest has occurred under the terms of a promissory note ("Note") and real estate mortgage ("Mortgage"). The Mortgage, dated September 13, 2016, was executed and delivered by Heinz Munz (now deceased) and Babs Munz (now deceased), husband and wife ("Mortgagors") to Meridian Trust Federal Credit Union ("Mortgagee") as security for the Note of the same date, and said Mortgage was recorded on September 28, 2016, in Book

• Public Notices •

930 at Page 1001-1012 in the records of the office of the County Clerk of Teton County, State of Wyoming; and

WHEREAS, the Mortgage contains a power of sale which by reason of said default, Mortgagee declares to have become operative, and no suit or proceeding has been instituted at law to recover the debt secured by the Mortgage, or any part thereof, nor has any such suit or proceeding been instituted and the same discontinued; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owners and the party in possession of the mortgaged premises at least ten (10) days prior to the commencement of this publication, and the amount due upon the Mortgage on the date of first publication of this notice of sale, August 12, 2020, being the total sum of \$900,259.75 which sum consists of the unpaid principal balance of \$389,837.41, interest accrued to the date of the first publication of this notice in the amount of \$23,940.84, billed fee in the amount of \$99.00, the amount paid by Meridian Trust Federal Credit Union to the Bank of Jackson Hole to protect its interest in the subject property in the amount of \$482,155.94, interest accrued on that amount to the date of the first publication of this notice in the amount of \$4,226.56, plus attorneys' fees, costs expended, and accruing interest after the date of first publication of this notice of sale in amounts yet to be determined; and

WHEREAS, the property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale. Any prospective purchaser should research the status of title before submitting a bid;

NOW, THEREFORE Meridian Trust Federal Credit Union, as the Mortgagee, will have the Mortgage foreclosed as by law provided by causing the mortgaged property to be sold at public venue by the Sheriff or Deputy Sheriff in and for Teton County, Wyoming to the highest bidder for cash at 10:00 o'clock in the morning on September 10, 2020 at the Teton County Courthouse, 180 South King, Jackson, Wyoming 83001, for application on the above-described amounts secured by the Mortgage, said mortgaged property being described as follows, to-wit:

Lot 7 of Deer Creek Heights Subdivision, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 1, 1974 as Plat No. 250.

Commonly known as 1155 E. Deer Creek Drive, Jackson, Wyoming.

DATED: August 12, 2020.

Meridian Trust Federal Credit Union
By: Gregory C. Dyekman of
Long Reimer Winegar LLP
Publish: 08/12, 08/19, 08/26, 09/02/20

• CONTINUED PUBLICATIONS •

IN THE MATTER OF:

THE JANICE M. HERBST REVOCABLE TRUST U/A/D
JANUARY 4, 2006

NOTICE OF INTENT TO DISTRIBUTE PURSUANT TO
W.S. § 4-10-507

TO ALL PERSONS INTERESTED IN SAID TRUST:

You are hereby notified that as of the 29th day of July, 2020, Julie E. Smetzer, as Trustee of the Janice M. Herbst Revocable Trust U/A/D January 4, 2006, and any amendments thereto (the "Trust") intends to make distributions of property owned by the Settlor, Janice M. Herbst, from the Trust as permitted under the terms of the Trust. Pursuant to W.S. § 4-10-507, creditors of Janice M. Herbst or the Trust shall file claims against the assets of the Trust or commence judicial proceeding to contest the validity of the Trust within one hundred twenty (120) days from the first publication of this notice, or thereafter be forever barred.

DATED this 29th day of July, 2020.

Anne Kent Droppert
Geitmann Larson Swift LLP
155 E. Pearl Ave., Suite 100
P.O. Box 1226
Jackson, WY 83001
akd@glslp.com
(307) 733-3923 - voice
(307) 733-3947 - facsimile

Publish: 08/05, 08/12/20

IN THE DISTRICT COURT OF TETON COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF)
Probate No. 3336)

Frederick M. Toland, deceased)

Deceased) NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:
You are hereby notified that on the 25th day of June 2020 the Last Will and Testament of the above-named decedent was admitted to probate by the above-named court and that Washington Trust Bank and Wyoming attorney Leonard R. Carlman were appointed co-executors thereof. Any action to set aside the Will shall be filed in the court within three months from the date of the first publication of this Notice or thereafter be forever barred.

Notice is further given that all persons indebted to the Decedent or to his estate are requested to make immediate payment to the Washington Trust Bank, c/o Leonard R. Carlman, 320 East Broadway, Suite 2A, P.O. Box 1172, Jackson, Wyoming 83001. Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the office of the Clerk of said Court on or before three months after the date of the first publication of this Notice; and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

Dated this 22nd day of July 2020.

/s/ Leonard R. Carlman
Leonard R. Carlman
Co-Executor

Publish: 07/29, 08/05, 08/12/20

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes that 505 Simpson, LLC and Lisa Elenz intend to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision involves vacating two lots from their respective subdivisions to create three lots with a new plat. The project is located on approximately 0.55 acres, and will vacate Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson and Lot 7 of the Bruce Porter Subdivision 2nd Filing. Said Lot 14 and a portion of said Lot 7 will be reconfigured as the proposed subdivision. The street addresses of said lots 14 and 7 are 505 and 475 East Simpson Avenue, Jackson, WY 83001, respectively. The name of the proposed subdivision is Behome Addition to the Town of Jackson.

Publish: 07/29, 08/05, 08/12, 08/19/20



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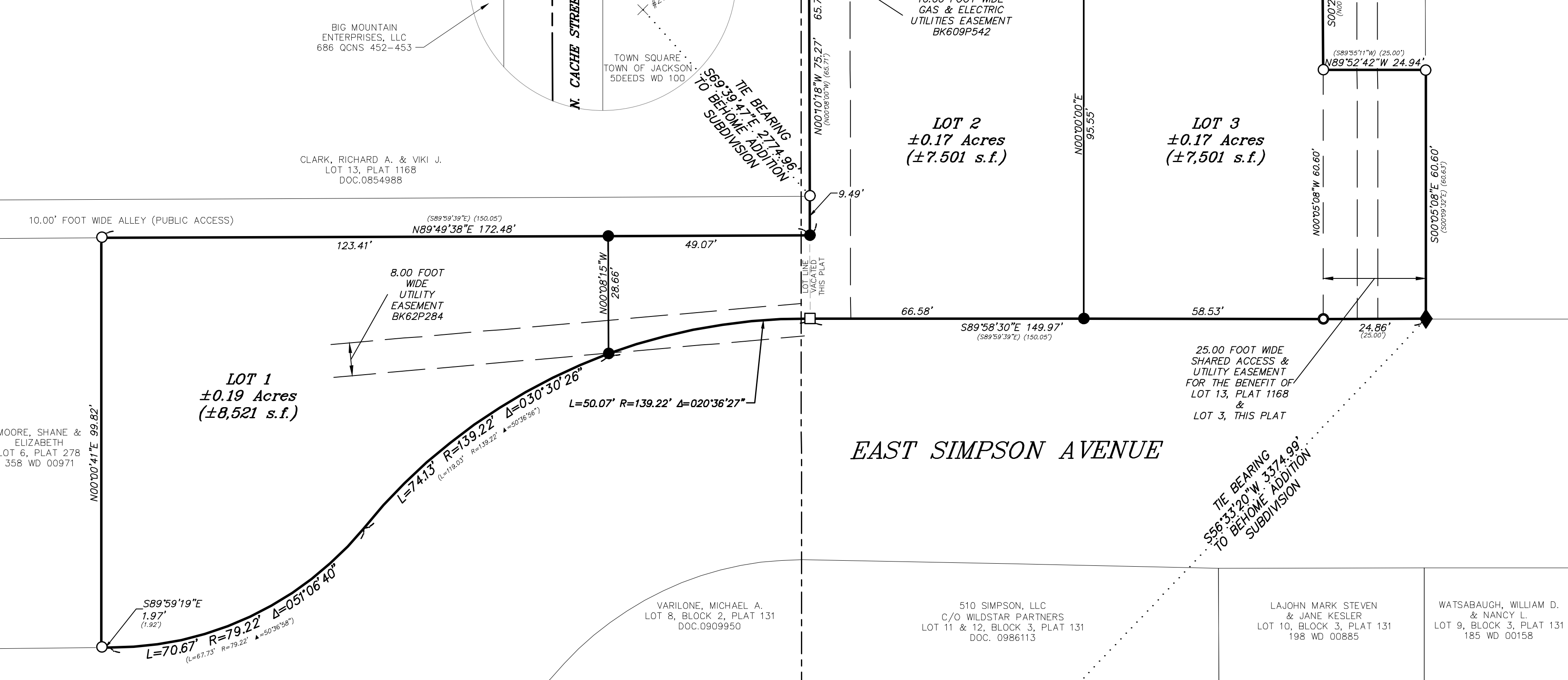
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Jackson Hole News&Guide

Jackson Hole Daily

LEGEND

- 5/8" diameter steel re-bar with cap inscribed "PE&LS 578" found this survey
- indicates a 2-1/2" diameter pipe with brass cap inscribed "RLS 164" found this survey
- t-shaped steel stake with chrome cap inscribed "RLS 164"
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set
- 5/8" diameter 24" long steel re-bar with cap inscribed "PLS 3831" found this survey
- teton county control point, as specified
- measured bearing & distance or curve geometry, this subdivision
- record bearing & distance or curve geometry
- measured bearing & distance or curve geometry for limited common elements this subdivision
- boundary, section line
- boundary, quarter line
- boundary, sixteenth line
- boundary, this subdivision
- boundary, lot line vacated by this plat
- boundary, lot of this subdivision
- boundary, property adjoining this subdivision
- easement, as noted



CERTIFICATE OF SURVEYOR

I, Kenneth G. Magrath, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, Inc. of Jackson, Wyoming hereby certify that this plat was made from data obtained during field surveys performed by Jonathan H. Patterson, Wyoming PLS 13629, under my direction from September 2019 to June 2020 and from records in the Office of the Clerk of Teton County, Wyoming;

that this plat correctly represents BEHOME ADDITION TO THE TOWN OF JACKSON, the boundary of which is IDENTICAL to the following described lands:

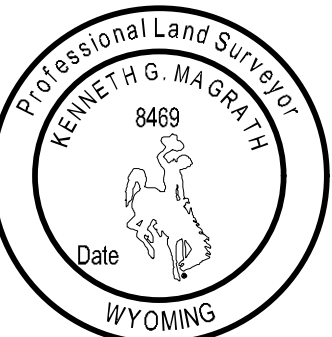
LOT 7, of the Bruce Porter Subdivision 2nd filing, a subdivision of record as Plat 278 in the Office of County Clerk for Teton County, Wyoming, said lands lying within the E1/2NW1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M.

and

LOT 14, of the John D. Hall Ninth Addition to the Town of Jackson, a subdivision of record as Plat 1168 in the Office of County Clerk for Teton County, Wyoming, said lands lying within the W1/2NE1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M.

The above-described lands contain an area of 0.54 acres, more or less;

BEHOME ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owner and/or as shown on any or all sheets of this plat.

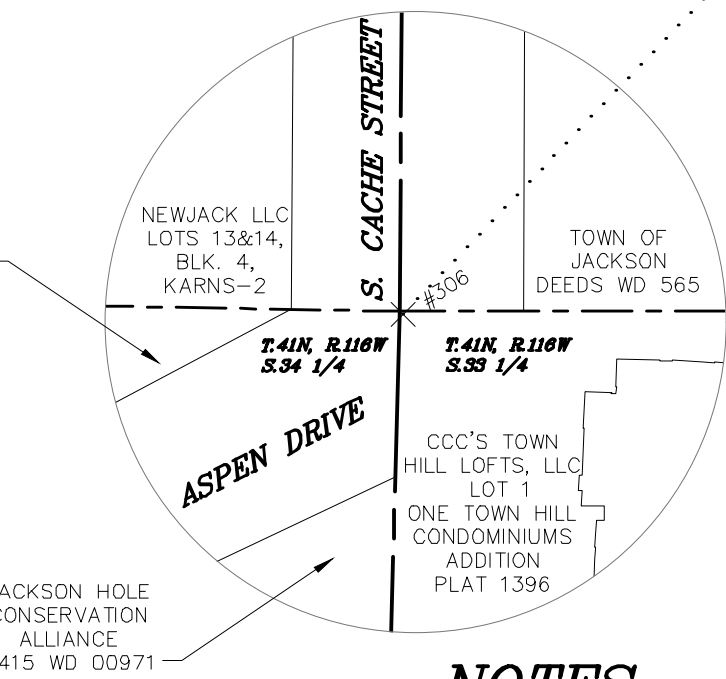


Kenneth G. Magrath
Wyoming PLS 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this ___ day of _____, 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:



NOTES

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

BEHOME ADDITION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM. MAINTENANCE OF THE SEWER MAINS WITHIN THE SUBDIVISION, OWNED BY THE OWNER, WILL BE THE RESPONSIBILITY OF THE OWNER.

BEHOME ADDITION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER TREATMENT, SUPPLY AND DISTRIBUTION SYSTEM. MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY OWNER, WILL BE THE RESPONSIBILITY OF THE OWNER.

NO PUBLIC MAINTENANCE OF SHARED ACCESS AND UTILITY EASEMENT.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

ACKNOWLEDGEMENT OF MORTGAGEES

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., acting solely as nominee for First Interstate Bank – BY SEPARATE AFFIDAVIT

U.S. BANK, a National Banking Association – BY SEPARATE AFFIDAVIT

U.S. BANK, a National Banking Association – BY SEPARATE AFFIDAVIT



CERTIFICATE OF OWNER

State of Wyoming)
County of Teton) SS

The undersigned, acting for and on behalf of, the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheet 1 of this plat, do hereby certify;

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

that the lands contained within said BEHOME ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said owners;

that Lot 7 of the Bruce Porter Subdivision 2nd filing, of record as Plat 278 in the Office of the County Clerk for Teton County, Wyoming, and that Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson, of record as Plat 1168 in the Office of County Clerk for Teton County, Wyoming and described in the Certificate of Surveyor hereon, are hereby vacated in accordance with Section 34-12-106 through Section 34-12-110 Wyoming Statutes, and that in accordance with said Section 34-12-110 said Clerk is respectfully requested to write VACATED across said lots on said Plat 278 and 1168;

that the foregoing subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Development Plan P20-062 as approved by the Town Council on the 20th day of July, 2020.

that this subdivision is SUBJECT TO the following:

- that Lot 1 and a portion of Lot 2 are subject to all matters as delineated on the Official Plat of Bruce Porter Subdivision – 2nd Filing, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 278;
- that Lot 3 and a portion of Lot 2 are subject to all matters as delineated on the Official Plat of John D. Hall, Ninth Addition, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 278;
- that 8 foot wide easement reserved in that Deed recorded in said Office in Book 62 of Photo, page 107;
- that 15 foot wide easement reserved in that Deed recorded in said Office in Book 35 of Photo, page 107;
- that 15 foot wide easement granted to the Town of Jackson recorded in said Office in Book 73 of Photo, page 156-157;
- that 10 foot wide easement recorded in said Office in Book 94 of Photo, page 122;
- that 10 foot wide easement reserved in that Deed recorded in said Office in Book 609 of Photo, page 542;
- that 25 foot wide non-exclusive shared access and utility easement is hereby granted across Lot 3 for the benefit of Lot 3 of this plat and Lot 13 of the John D. Hall Ninth Addition to the Town of Jackson, of record as Plat 1168 in the Office of County Clerk for Teton County, Wyoming;
- that easements across the subdivision lots are hereby granted to those utility companies and their successors and/or assigns serving this subdivision for construction, maintenance, and repair of the utility service for the subdivision shown hereon;
- that the Town of Jackson shall have access to all water meters, valves, shut-off boxes, sewer cleanouts, and manholes and the undersigned reserve the right to create easements across said subdivision lots as necessary to provide for said access;
- that there are no surface water rights appurtenant to this subdivision;
- that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;
- that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

505 Simpson, LLC
a Wyoming limited liability company

Signature by separate affidavit recorded with this plat on the same date.

Lisa Elenz
a Co-Personal Representative of the Estate of Cynthia Ann DuBois

Signature by separate affidavit recorded with this plat on the same date.

CERTIFICATE OF APPROVAL

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

Pursuant to, and in accordance with Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, BEHOME ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the 20th day of July, 2020.

ATTEST: TOWN OF JACKSON

Sandra P. Birdyshaw, Town Clerk

Pete Muldoon, Mayor

PREPARATION DATE: August 17, 2020
REVISION DATE: _____

Brian T. Lenz, Town Engineer

Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this ___ day of _____, 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw, Town Clerk, Town Clerk, this ___ day of _____, 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this ___ day of _____, 2020.

WITNESS my hand and official seal.

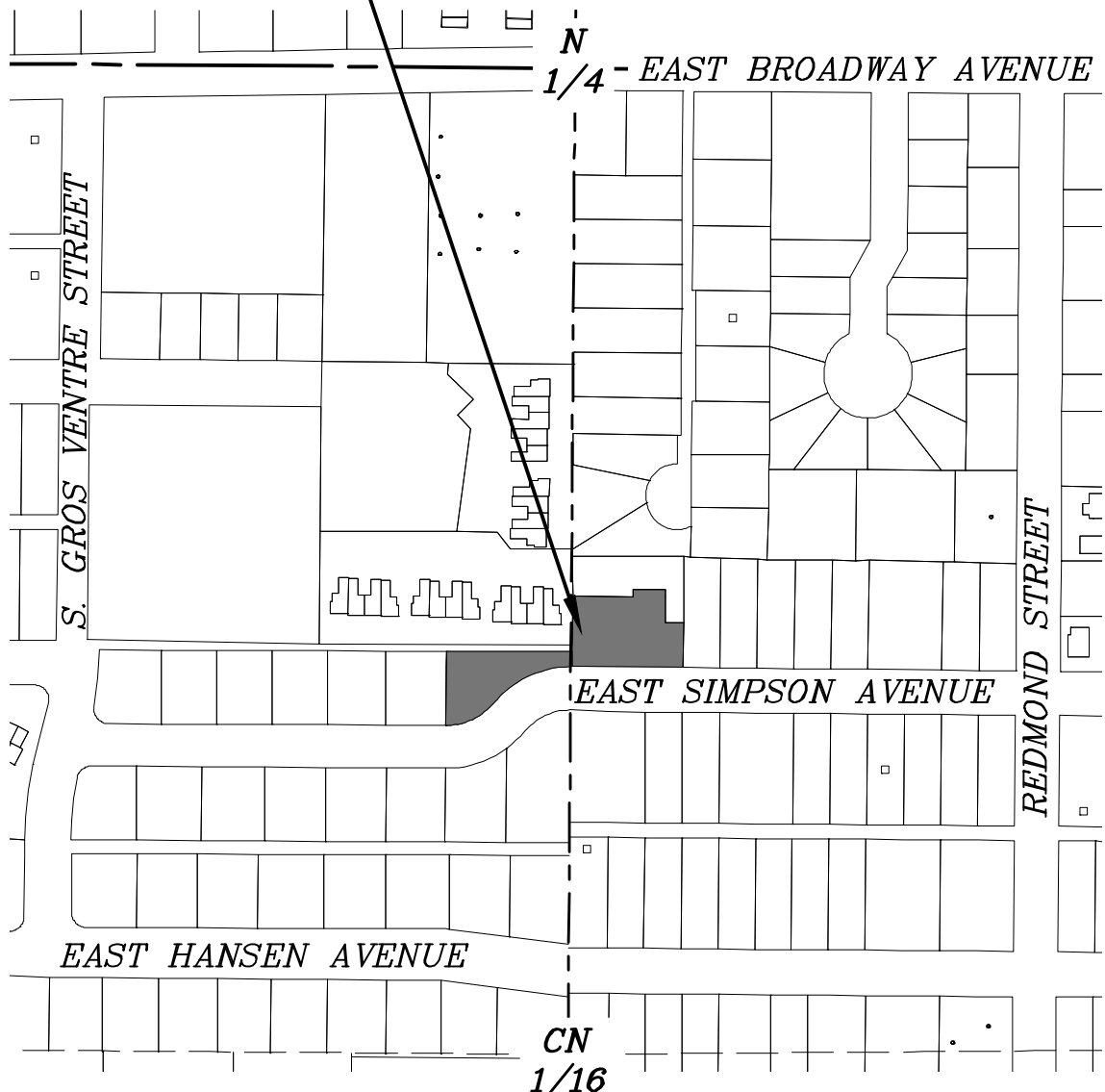
Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning Director, this ___ day of _____, 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

BEHOME ADDITION
SUBDIVISION



VICINITY MAP
SHOWING PARTS OF
W1/2NE1/4 AND E1/2NW1/4, Section 34
T41N, R116W, 6th P.M.
SCALE 1"=250'

SURVEYOR & ENGINEER

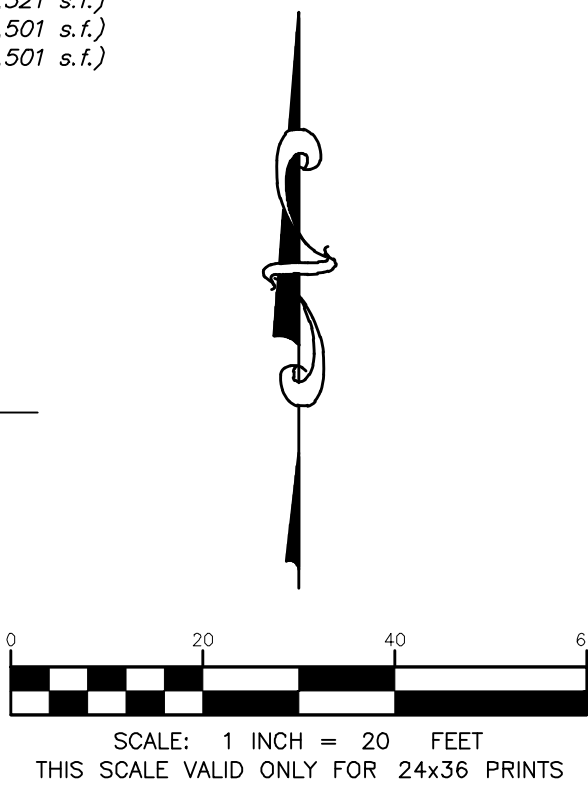
Jorgensen Associates, Inc.
P.O. Box 9550
Jackson, WY 83002
307-733-5150

OWNER & SUBDIVIDER

505 Simpson, LLC
P.O. Box 642
Jackson, Wyoming 83001
&
Lisa Elenz
1801 S. Manitou Avenue
Boise, Idaho 83706

LAND USE SUMMARY

TOTAL AREA: 0.54± Acres
3 TOTAL LOTS:
Lot 1 ±0.19 Acres (±8,521 s.f.)
Lot 2 ±0.17 Acres (±7,501 s.f.)
Lot 3 ±0.17 Acres (±7,501 s.f.)



FINAL PLAT
OF THE
BEHOME ADDITION
TO
THE TOWN OF JACKSON

A SUBDIVISION
IDENTICAL WITH:
LOT 7,
BRUCE PORTER SUBDIVISION 2ND FILING,
PLAT 278
&
Lot 14,
JOHN D. HALL NINTH ADDITION,
PLAT 1168
Teton County, Wyoming
Sheet 1 of 1

GRANT OF ACCESS AND UTILITY EASEMENT

505 SIMPSON, LLC, a Wyoming limited liability company and LISA ELENZ, as Co-Personal Representative of the estate of Cynthia Ann DuBois, (collectively "Grantor"), of P.O. Box 642, Jackson, WY 83001, for and in consideration of the sum of ten dollars (\$10) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant to Richard A. Clark and Viki J. Clark, husband and wife (collectively "Grantee"), and their successors and assigns, a 25' (twenty-five foot) access and utility easement across that certain portion of Lot 3 for the benefit of Lot 13 of the John D. Hall Ninth Addition to the Town of Jackson, of record as Plat 1168, such easement is illustrated in Exhibit "A", which is attached hereto and incorporated herein by this reference, along with other rights and obligations as further set forth herein.

1. Grant of Easement on Lot 3 to Benefit Lot 13. Grantor owns that certain real property located in Teton County, Wyoming, more specifically described as Lot 3 of Behome Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded on _____, 2020, as Plat No. _____ ("Lot 3"). Grantee owns that certain real property located in Teton County, Wyoming, more specifically described as Lot 13, of the John D. Hall Ninth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded on October 20, 2005, as Plat No. 1168 ("Lot 13"). Grantor hereby grants to Grantee, their successors and assigns, as the owner of Lot 13, a 25' (twenty-five foot) non-exclusive access and utility easement as illustrated in Exhibit "A", which Easement is located along the eastern side of Lot 3 for the benefit of Lot 13 (the "Easement").

2. Intent and Purpose of Easement. The Owner of Lot 13 shall have the undisturbed right, but not the obligation, to use the easement for the purposes of (i) installing, maintaining, repairing and replacing individual utility lines, subject to the terms and conditions set forth herein; and (ii) ingress and egress of persons and vehicles over and across the easement as a driveway ("Driveway"), subject to the terms and conditions set forth herein.

3. Improvement and Maintenance. The Owner of Lot 13 shall have the right to maintain and repair the Driveway and to install, maintain and repair any utility lines located within the Easement. The parties hereto agree to share equally 50/50 in all of the expenses related to the maintenance (including snow removal), repair and/or replacement of the Driveway that is jointly used and/or the utility lines located within the Easement that are jointly used (if any). Notwithstanding the foregoing, until the Owner of Lot 3 receives a building permit from the Town of Jackson Building and Planning Department or other applicable authority, the Owner of Lot 13 shall be solely responsible for the expenses related to the maintenance, repair and/or replacement of the Driveway including snow removal and storage. If during the construction of the residence on Lot 3, the Driveway is damaged or degraded due to construction vehicles for Lot 3 construction, at the end of the construction, the Lot 3 owner shall be solely responsible for repairing the Driveway and any damaged utilities to the same level of repair as prior to construction, unless the parties mutually agree to delay such restoration until the time of year

when it is acceptable to perform such work. All work performed within the Easement shall be performed in such a manner as to minimize interference with the use and enjoyment of the Easement. If either party does not promptly pay its share, the other owner may pay the full costs and then have an immediate right to reimbursement from the non-paying owner, together with interest at the rate of 18% per year on the unpaid amount. Lot 13 Owner shall be solely responsible for the remainder of any part of the Driveway that is on and services their own Lot.

4. Non-Exclusive Use. This Easement is nonexclusive and Grantor expressly reserves the right to use the Easement route for driveway and utilities to the benefit of Lot 3 provided that such use is not inconsistent with, nor interferes with, the rights granted herein to and for the benefit of the Grantee.

5. Waiver of Liability. Grantor shall bear no responsibility or liability to any person or entity using the Easement by reason of this easement. This Easement shall run with the land in perpetuity. Grantor owes no duty or obligation to construct, maintain or repair a specific type of driveway for use by Grantee. Grantee, its agents, invitees, successors and assigns, shall hold Grantor harmless and indemnify it from any claim of injury or damage incurred by its use of the Easement.

6. Term; Amendment, Grantor's Powers: All of the terms and agreements contained in this Easement shall be effective commencing on the date of recordation of this document in the Office of the Clerk of Teton County, Wyoming and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, cancelled or terminated by the written consent of all the then current owners of Lot 3 and Lot 13. Unilateral modification by a single Lot owner shall not be valid. Grantor reserves the right to unilaterally vacate or abandon this Easement so long as a new location is provided for this Easement.

7. Legal Actions: In the event of any legal action by either party against the other party arising out of this Easement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees, whether suit is brought or not.

8. Successors and Assigns. This Easement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

9. Recordation: This Easement shall be recorded in the land records of the Office of the Teton County Clerk on both Lot 3 and Lot 13.

10. Governing Law; Jurisdiction: This Easement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming. Teton County, Wyoming is the proper jurisdiction for any enforcement action regarding this Declaration.

11. Severability: In the event that any part of this Easement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Easement shall remain in full force and effect.

12. Non-Merger: A term or condition of, or act done in connection with, this Easement does not operate as a merger of any of the rights or remedies of the parties under this Easement, and those rights and remedies continue unchanged. This Easement and the covenants, conditions, restrictions and rights established herein are intended to remain separate from Grantor's fee simple interest in Lot 3 shall not merge therewith, and shall not merge with any contract, lease or deed associated therewith.

IN WITNESS WHEREOF, the undersigned have executed this as of the date set next to their signatures, to be effective as of the date of recording.

GRANTOR:

505 Simpson, LLC a Wyoming limited liability company

By: _____

Its: Authorized Manager

Name: _____

STATE OF WYOMING

)

) SS.

COUNTY OF TETON

)

The foregoing instrument was acknowledged before me on this _____ day of September, 2020, by _____, Authorized Manager of 505 Simpson, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

GRANTOR:
The Estate of Cynthia Ann DuBois

By: _____

Lisa Elenz

Its: Co-Personal Representative

STATE OF WYOMING)

) SS.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me on this _____ day of September, 2020, by Lisa Elenz, the co-personal representative of the Estate of Cynthia Ann DuBois.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

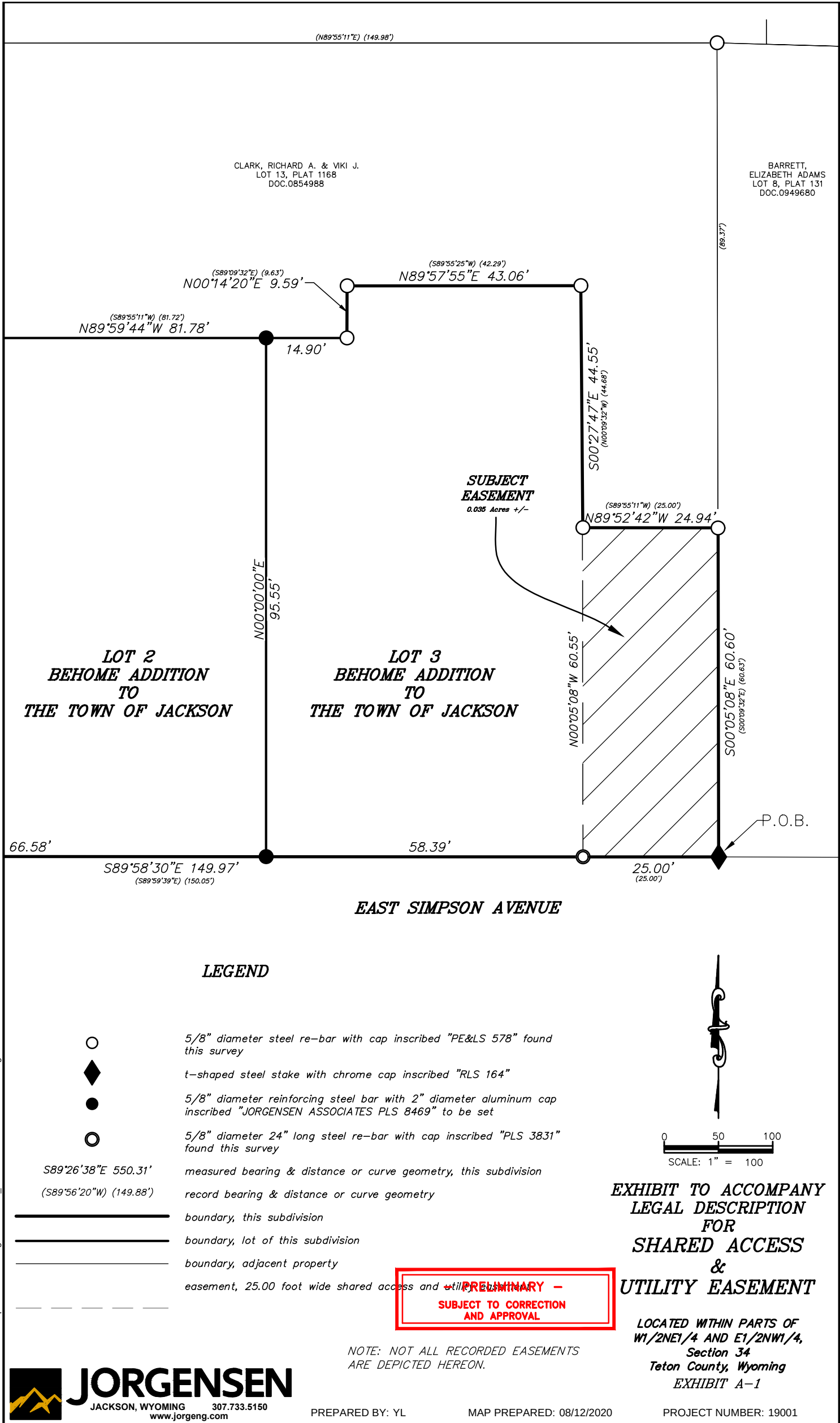
(SEAL)

Exhibit A

[[insert Jorgensen prepared legal and map]]

DRAFT

P:\2019\19001 - 505 Simpson\20-Planning\CAD\19001_Final Plat Easement Exhibit.dwg



Issued To:

Jorgensen Associates, PC
1315 HWY 89 S., Suite 201
Jackson, WY 83002

Report No.: W-21481
Effective Date: January 24, 2020
Current Date: February 5, 2020
Cost: \$250.00

Property Address: 505 East Simpson Avenue, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

505 Simpson LLC, a Wyoming limited liability company

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of Teton County Clerk on October 20, 2005 as Plat No. 1168.

PIDN: 22-41-16-34-1-88-002

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. Taxes, special and general, assessment districts and service areas for the year 2019.
Tax ID No.: OJ-006510
1st Installment: \$2,625.60 PAID
2nd Installment: \$2,625.59 OPEN

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

4. General taxes for the year 2020, a lien in the process of assessment, not yet due or payable.
5. All matters as delineated on the Official Plat of John D. Hall Plat, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 131.
[Plat 131](#)
6. Reservations as contained in deed from Maude E. Schreyer to Margaret L. Ludtke, recorded October 15, 1974, as (book) 35 (page) 107, Official Records.
[B35P107](#)
7. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded July 12, 1978, as (book) 73 (page) 156, Official Records.
[B73P156](#)
8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as utility in a document recorded November 26, 1979, as (book) 94 (page) 122, Official Records:
Purpose: UTILITY
[B94P122](#)
9. All matters as delineated on the official plat of "John D. Hall Ninth Addition the Town of Jackson," on file and of record with the Teton County Clerk and Recorded, Teton County, Wyoming, Plat No. 1168.
[Plat No. 1168](#)

Affidavit executed by surveyor, recorded December 7, 2005, as (book) 611 (page) 471 Official Records.
[B611P471](#)

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-21481

10. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, Inc., recorded November 16, 2005, as (book) 609 (page) 542, Official Records.
[B609P542](#)

11. A Mortgage to secure an indebtedness in the amount of \$720,000.00, and any other obligations secured thereby, dated January 7, 2019, recorded January 7, 2019, as (instrument) 0962868, Official Records.

Mortgagor: Andrew Miller, a married man, and Michael Wilson, a married man, and Adam Scott, a married man

Mortgagee: Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for First Interstate Bank

Loan No: 5479708

MIN No.: 100282100054797084

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

*** CHAIN OF TITLE REPORT

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

Quitclaim Deed from Andrew Miller, a married man, and Michael Wilson, a married man, and Adam Scott, a married man, to 505 Simpson LLC, a Wyoming limited liability company, recorded January 25, 2019, as (instrument) 0963741, Official Records.

Issued To:

Jorgensen Associates, PC
1315 HWY 89 S., Suite 201
Jackson, WY 83002

Report No.: W-21666
Effective Date: February 21, 2020
Current Date: March 3, 2020
Cost: \$\$150.00

Project Reference: Lot 7 of Block 1, Bruce Porter 2nd Filing

Property Address: 475 East Simpson Avenue, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Lisa Elenz, a single woman

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 7 of Block 1 of the Bruce Porter Subdivision, Second Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 28, 1976 as Plat No. 278.

PIDN: 22-41-16-34-2-11-001

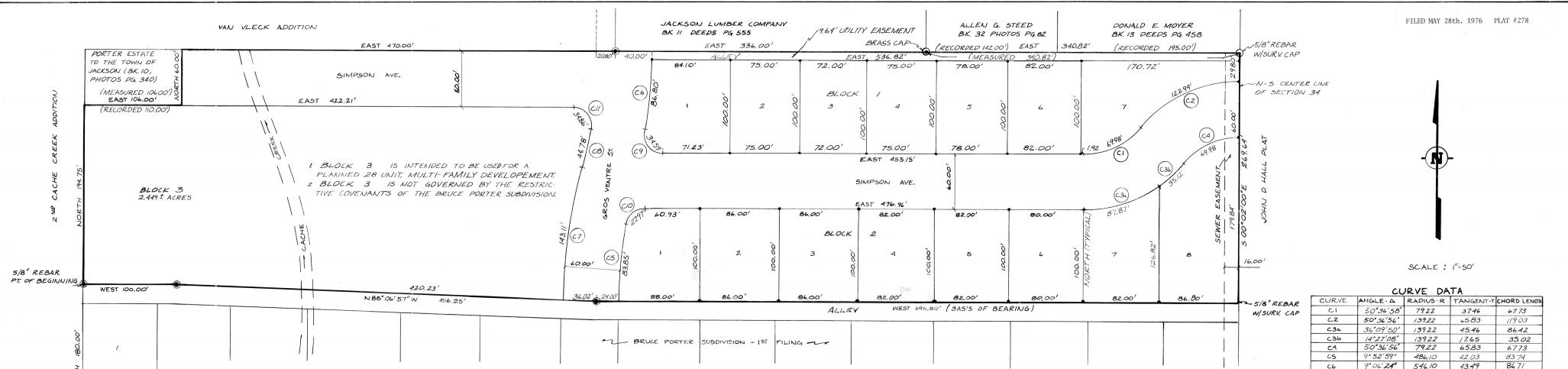
ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO)
THE FOLLOWING:

1. General taxes for the year 2020, a lien in the process of assessment, not yet due or payable.
2. Taxes, special and general, assessment districts and service areas for the year 2019.
Tax ID No.: OJ-000538
1st Installment: \$2,558.76 PAID
2nd Installment: \$2,558.76 OPEN

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
3. All matters as delineated on the Official Plat of Bruce Porter Subdivision - 2nd Filing, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 278.
[Plat 278](#)
4. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded September 26, 1977, as (book) 62 (page) 284, Official Records.
[B62P284](#)
5. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$236,547.00, dated May 29, 2019, recorded May 31, 2019, as (instrument) 0970534, Official Records.
Mortgagor: Lisa Elenz, a single woman
Mortgagee: U.S. Bank National Association
6. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$145,000.00, dated November 19, 2019, recorded December 4, 2019, as (instrument) 0982395, Official Records.
Mortgagor: Lisa Elenz, a single person
Mortgagee: U.S. Bank National Association

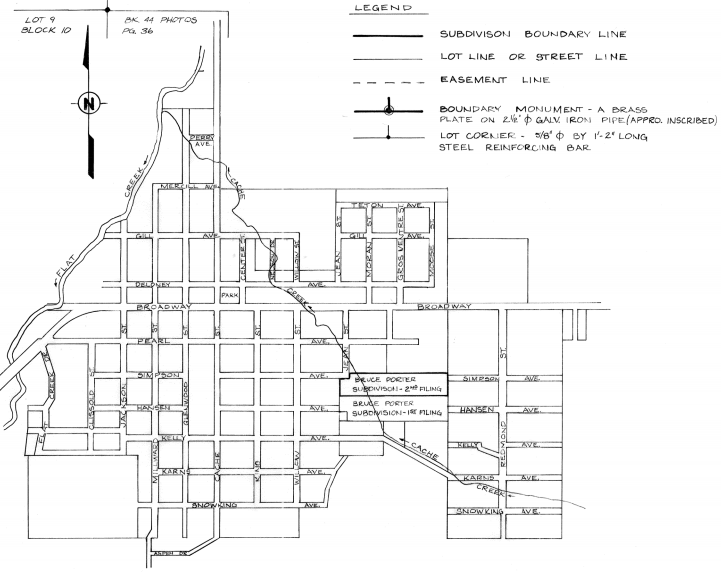
Said Mortgage provides for a revolving line of credit.

***** End of Encumbrances *****



MAP OF THE BRUCE PORTER SUBDIVISION - 2ND FILING
IN THE S1/2 NE1/4 NW1/4, S34, T41N, R16W
JACKSON, TETON COUNTY, WYOMING

CURVE DATA				
CURVE	ANGLE - Δ	RADIUS - R	TANGENT - T	CHORD LENGTH
C1	50°36'56"	79.22	37.46	67.73
C2	50°36'56"	139.22	65.83	119.03
C3a	36°09'50"	131.22	75.46	86.42
C3b	101°01'08"	139.22	17.65	33.02
C4	50°36'56"	79.22	65.83	67.73
C5	9°52'59"	486.10	42.03	83.74
C6	9°06'24"	546.10	43.49	86.71
C7	15°00'55"	546.10	71.97	122.71
C8	51°14'40"	486.10	22.40	44.76
C9	99°06'25"	20.00	23.46	30.44
C10	85°07'04"	20.00	16.82	25.74
C11	99°57'48"	20.00	23.78	30.61



LEGEND
SUBDIVISION BOUNDARY LINE
LOT LINE OR STREET LINE
EASEMENT LINE
BOUNDARY MONUMENT - A BRASS PLATE ON 2\"/>

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED DO HEREBY CERTIFY THAT COLLECTIVELY WE ARE THE OWNERS OF A TRACT OF LAND WITHIN THE S1/2 NE1/4 NW1/4, SECTION 34, T41N, R16W, TETON COUNTY, WYOMING, WHICH TRACT OF LAND IS WHOLLY WITHIN THE CORPORATE LIMITS OF THE TOWN OF JACKSON AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:
BEGINNING AT A POINT WHICH IS NORTH 180.00 FEET FROM THE NORTHWEST CORNER OF A TRACT OF LAND FORMERLY OWNED BY DAVID WIDKE (BK 44, PHOTOS PG 36) AS PREVIOUSLY CONVEYED, SAID NORTHWEST CORNER BEING IDENTICAL WITH THE NORTHEAST CORNER OF LOT 9, BLOCK 10, 2ND CACHE CREEK ADDITION TO THE TOWN OF JACKSON WYOMING, SAID POINT OF BEGINNING ALSO BEING THE NORTHWEST CORNER OF THE BRUCE PORTER SUBDIVISION - 1ST FILING, THEREAFTER ALONG THE FOLLOWING COURSES AND DISTANCES, TO WIT:
DISTANCE
NORTH 194.75 FEET
EAST 106.00 FEET
NORTH 40.00 FEET
EAST 470.00 FEET
EAST 336.00 FEET
EAST 340.82 FEET
S00°02'00"E 26.94 FEET
WEST 476.00 FEET
N 88°06'57"W 456.25 FEET
WEST 100.00 FEET
SAID TRACT CONTAINING 2.49 ACRES MORE OR LESS.
WE FURTHER CERTIFY THAT WE HAVE CAUSED SAID DESCRIBED LAND TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS AND ALLEYS AS SHOWN HEREON, THAT THE ABOVE AND FOREGOING "BRUCE PORTER SUBDIVISION - 2ND FILING" AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS AND THAT WE HEREBY DEDICATE AND SET APART THE STREETS, ALLEYS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT TO THE USE OF THE GENERAL PUBLIC FOREVER WE HEREBY RELEASE AND RELINQUISH ALL RIGHTS UNDER AND BY THE VIRTUE OF THE HOMESTEAD LAWS OF THE STATE OF WYOMING.
IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF FEBRUARY 1976.
ALBERT L. NELSON
DAVID W. UPDIKE
JEANINNE PORTER GILL, EXECUTRIX OF THE ROBERT BRUCE PORTER ESTATE
BEVERLY A. NELSON
DOROTHY A. UPDIKE
PUBLIC NOTARY
MY COMMISSION EXPIRES 11-10-77

ENGINEERS CERTIFICATION
[ALBERT L. NELSON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT BY AUTHORITY OF THE FOREGOING OWNERS OF THE LAID SHOWN HEREON, I HAVE SUPERVISED THE SAID LAID AS SHOWN HEREON INTO LOTS, BLOCKS, ALLEYS AND STREETS TO BE KNOWN AS THE "BRUCE PORTER SUBDIVISION - 2ND FILING" THAT THE DIMENSIONS OF THE PLAT AND LOTS CONTAINED ARE CORRECTLY SHOWN TO A SCALE OF 1"=50.00' AND THAT BY DATE 1, 1976 ALL LOTS WILL BE WELL AND ACCURATELY STAKED
Albert L. Nelson
WYOMING P.E. AND L.S. NO. 578

STATE OF WYOMING) ss
COUNTY OF TETON)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ALBERT L. NELSON THIS 28th DAY OF MAY, 1976. WITNESS MY HAND AND OFFICIAL SEAL
Notary Public
MY COMMISSION EXPIRES 11-10-77

APPROVED BY THE TOWN OF JACKSON
MAYOR: [Signature]
ATTEST BY TOWN CLERK: [Signature]
TOWN ENGINEER: [Signature]
CHAIRMAN OF THE PLANNING COMMISSION: [Signature]

STATE OF WYOMING) ss
COUNTY OF TETON)
FILED FOR RECORD IN MY OFFICE THIS 28th DAY OF MAY 1976 AT 10:00 A.M.
AND RECORDED AS PLAT NO. 278
COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS

BRUCE PORTER SUBDIVISION - 2ND FILING
IN THE S1/2 NE1/4 NW1/4, SEC. 34, T41N, R16W, JACKSON, TETON COUNTY, WYOMING

LETTER OF AUTHORIZATION

505 Simpson, LLC

, "Owner" whose address is: _____

PO Box 642, Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

ANDREW MILLER, ADAM SCOTT, MIKE WILSON, as the owner of property
more specifically legally described as: Lot 14, John D. Hall Ninth Addition

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, Inc.

as

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

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

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title:

MEMBER

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

STATE OF Wyoming)

COUNTY OF Teton)

SS.

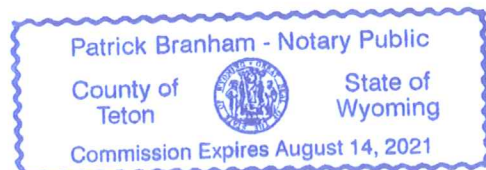
The foregoing instrument was acknowledged before me by Patrick Branham this 17th day of January, 2020.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires:



WARRANTY DEED

Robert J. Fuziak Jr., a single man and Lisa May Snavelly, a single woman,
GRANTORS, of Teton County, Wyoming, for Ten Dollars (\$10.00) and other good and
valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY
AND WARRANT TO Adam Scott, a married man as to a one-third undivided interest
and Andrew Miller, a married man as to a one-third undivided interest and Michael
Wilson, a married man as to a one-third undivided interest, all as tenants in common,
GRANTEES, whose address is PO Box 642, Jackson, WY. 83001, the following
described real estate, situated in the County of Teton, State of Wyoming, hereby
releasing and waiving all rights under and by virtue of the homestead exemption laws of
the State of Wyoming, to-wit:

Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson,
Teton County, Wyoming, according to that plat recorded in the Office
of Teton County Clerk on October 20, 2005 as Plat No. 1168.

PIDN: 22-41-16-34-1-88-002

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

GRANTOR: FUZIAK, ROBERT J JR ET AL
GRANTEE: SCOTT, ADAM ET AL
Doc 0962867 Filed At 12:42 ON 01/07/19
Sherry L. Daigle Teton County Clerk fees: 15.00
By Mary Antrobus Deputy Clerk

WITNESS the due execution and delivery of this Warranty Deed this 4th
day of January, 2019.

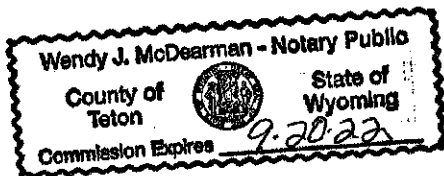
[Signature]
Robert J. Fuziak Jr.

[Signature]
Lisa May Snavely

STATE OF WY)
COUNTY OF Teton) ss.

The foregoing instrument was acknowledged before me by Robert J. Fuziak Jr.
and Lisa May Snavely this 4th day of January, 2019.

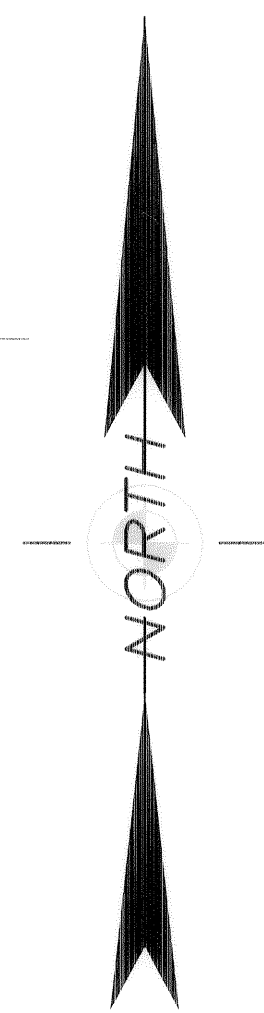
WITNESS my hand and official seal.



[SEAL]

[Signature]
Notary Public

My commission expires: 9.20.22



Grantor: KNORI, RICHARD D ET AL
Grantee: THE PUBLIC PLAT #1168
Doc 0662211 bk 2NAP pg 72-72 Filed at 3:43 on 10/20/05
Sherry L Daigle, Teton County Clerk fees: 50.00
By MARY SMITH Deputy

LETTER OF AUTHORIZATION

Lisa Elenz _____, "Owner" whose address is: _____

475 E. Simpson Ave., Jackson, WY

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Lisa Elenz _____, as the owner of property

more specifically legally described as: Lot 7, Block 1, Bruce Porter 2nd Filing

(If too lengthy, attach description)

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

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

OWNER:

Lisa Elenz

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title:

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

STATE OF Minnesota)

)SS.

COUNTY OF Dakota)

The foregoing instrument was acknowledged before me by Lisa Elenz this 24 day of February, 2020.

WITNESS my hand and official seal.

(Seal)

Jessica A Hill
(Notary Public)

My commission expires: 01.31.21



Released	
Indexed	/
Abstracted	/
Scanned	

WARRANTY DEED

*First American Title
Insurance Company*

Scott Guenther, a single man, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS and WARRANTS to Lisa Elenz, a single woman, GRANTEE, whose address is 1801 S. Manitou Avenue, Boise, Idaho 83706, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 7 of Block 1 of the Bruce Porter Subdivision, Second Filing, Town of Jackson, Wyoming according to that plat recorded in the office of the Teton County Clerk on May 28, 1976 as Plat No. 278.

PIN #: 22-41-16-34-2-11-001

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of record.

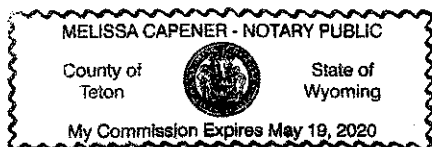
WITNESS my hand this 31 day May, 2019.


Scott Guenther

STATE OF WYOMING)
)
COUNTY OF TETON)

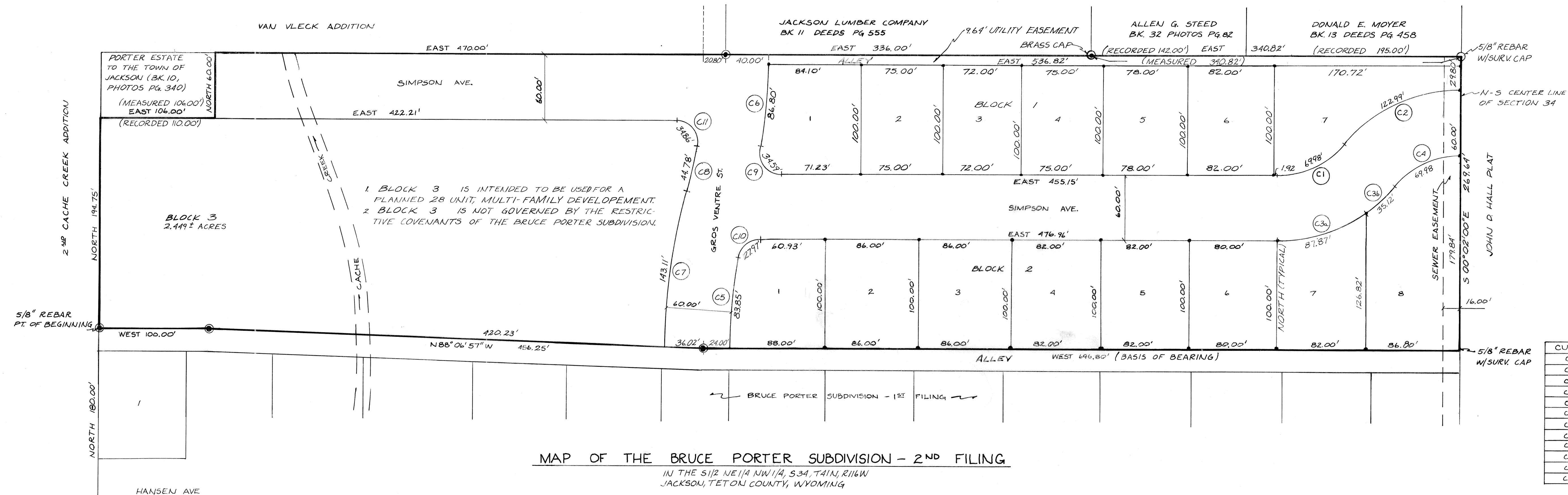
The foregoing instrument was acknowledged before me this 31st day of May, 2019 by Scott Guenther.

WITNESS my hand and official seal.




Notary Public
My Commission Expires: 5/19/20

GRANTOR: GUENTHER, SCOTT
GRANTEE: ELENZ, LISA
Doc 0970531 Filed At 16:47 ON 05/31/19
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary D Antrobus Deputy



CURVE DATA				
CURVE	ANGLE - Δ	RADIUS - R	TANGENT - T	CHORD LENGTH
C1	50°36'58"	79.22	37.46	67.73
C2	50°36'56"	139.22	65.83	119.03
C3a	36°09'50"	139.22	45.46	86.42
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C4	50°36'56"	79.22	65.83	67.73
C5	9°52'59"	486.10	42.03	83.74
C6	9°06'24"	546.10	43.49	86.71
C7	15°00'55"	546.10	71.97	142.71
C8	5°16'40"	486.10	22.40	44.76
C9	99°06'25"	20.00	23.46	30.44
C10	80°07'04"	20.00	16.82	25.74
C11	99°51'48"	20.00	23.78	30.61

MAP OF THE BRUCE PORTER SUBDIVISION - 2ND FILING
IN THE S1/2 NE1/4 NW1/4, S34, T41N, R116W
JACKSON, TETON COUNTY, WYOMING

- LEGEND
- SUBDIVISION BOUNDARY LINE
 - LOT LINE OR STREET LINE
 - EASEMENT LINE
 - BOUNDARY MONUMENT - A BRASS PLATE ON 2 1/2" Ø GALV. IRON PIPE (APPROX. INSCRIBED)
 - LOT CORNER - 5/8" Ø BY 1'-2" LONG STEEL REINFORCING BAR

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED DO HEREBY CERTIFY THAT COLLECTIVELY WE ARE THE OWNERS OF A TRACT OF LAND WITHIN THE S1/2 NE 1/4 NW 1/4, SECTION 34, T41N, R116W, TETON COUNTY, WYOMING, WHICH TRACT OF LAND IS WHOLLY WITHIN THE CORPORATE LIMITS OF THE TOWN OF JACKSON AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT WHICH IS NORTH 180.00 FEET FROM THE NORTHWEST CORNER OF A TRACT OF LAND FORMERLY OWNED BY IDA WIED (BK. 44, PHOTOS PG. 36) AS PREVIOUSLY CONVEYED, SAID NORTHWEST CORNER BEING IDENTICAL WITH THE NORTHEAST CORNER OF LOT 9, BLOCK 10, 2ND CACHE CREEK ADDITION TO THE TOWN OF JACKSON, WYOMING, SAID POINT OF BEGINNING ALSO BEING THE NORTHWEST CORNER OF THE BRUCE PORTER SUBDIVISION - 1ST FILING; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEARING	DISTANCE	REMARKS
NORTH	194.75 FEET	ALONG THE EAST LINE OF THE SECOND CACHE CREEK ADDITION TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND OWNED BY THE TOWN OF JACKSON (BK. 10, PHOTOS PG. 340) THENCE;
EAST	106.00 FEET	ALONG THE SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL (BK. 10, PHOTOS PG. 340) THENCE;
NORTH	60.00 FEET	ALONG THE EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL BEING IDENTICAL TO THE SOUTHWEST CORNER OF THE VAN VLECK ADDITION; THENCE;
EAST	470.00 FEET	ALONG THE SOUTH LINE OF THE VAN VLECK ADDITION TO THE SOUTHEAST CORNER OF SAID ADDITION THENCE
EAST	336.00 FEET	ALONG THE SOUTH LINE OF A PARCEL OF LAND OWNED BY THE JACKSON LUMBER COMPANY (BK. 11, DEEDS PG. 555) TO A POINT, THENCE;
EAST	340.82 FEET	ALONG THE SOUTH LINE OF A PARCEL OF LAND OWNED BY ALLEN G. STEED (BK. 32, PHOTOS PG. 82) AND A PARCEL OF LAND OWNED BY DONALD E. MOYER (BK. 13, DEEDS PG. 458) TO A POINT ON THE WEST LINE OF THE JOHN D. HALL PLAT, THENCE
S00°02'00"E	269.64 FEET	ALONG THE WEST LINE OF THE JOHN D. HALL PLAT TO THE NORTHEAST CORNER OF THE BRUCE PORTER SUBDIVISION - 1 ST FILING; THENCE;
WEST	676.80 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1 ST FILING TO A POINT, THENCE;
N 88°06'57"W	456.25 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1 ST FILING TO A POINT, THENCE;
WEST	100.00 FEET	ALONG THE NORTH LINE OF SAID BRUCE PORTER SUBDIVISION - 1 ST FILING TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 7.469 ACRES MORE OR LESS. WE FURTHER CERTIFY THAT WE HAVE CAUSED SAID DESCRIBED LAND TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND ALLEYS AS SHOWN HEREON; THAT THE ABOVE AND FOREGOING "BRUCE PORTER SUBDIVISION - 2ND FILING" AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; AND THAT WE HEREBY DEDICATE AND SET APART THE STREETS, ALLEYS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT TO THE USE OF THE GENERAL PUBLIC FOREVER. WE HEREBY RELEASE AND RELINQUISH ALL RIGHTS UNDER AND BY THE VIRTUE OF THE HOMESTEAD LAWS OF THE STATE OF WYOMING.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF FEBRUARY 1976.

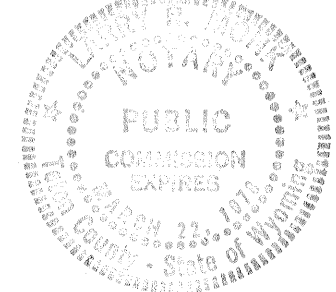
Albert L. Nelson
ALBERT L. NELSON
Beverly A. Nelson
STATE OF WYOMING }
COUNTY OF TETON }
DAVID W. UPDIKE
DOROTHY A. UPDIKE
JEANNINE PORTER GILL, EXECUTRIX
OF THE ROBERT BRUCE PORTER
ESTATE

ENGINEERS CERTIFICATION

I, ALBERT L. NELSON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT BY AUTHORITY OF THE FOREGOING OWNERS OF THE LAND SHOWN HEREON, I HAVE SUBDIVIDED THE SAID LAND AS SHOWN HEREON INTO LOTS, BLOCKS, ALLEYS, AND STREETS TO BE KNOWN AS THE "BRUCE PORTER SUBDIVISION - 2ND FILING" THAT THE DIMENSIONS OF THE PLAT AND LOTS CONTAINED ARE CORRECTLY SHOWN TO A SCALE OF 1"=50.00' AND THAT BY JUNE 1, 1976 ALL LOTS WILL BE WELL AND ACCURATELY STAKED

Albert L. Nelson
WYOMING P.E. AND L.S. NO. 578

STATE OF WYOMING }
COUNTY OF TETON }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ALBERT L. NELSON
THIS 26 DAY OF May 1976. WITNESS MY HAND AND OFFICIAL SEAL



NOTARY PUBLIC
MY COMMISSION EXPIRES March 22, 1978

APPROVED BY THE TOWN OF JACKSON

Mayor: [Signature]
Attest by Town Clerk: [Signature]
Town Engineer: [Signature]
Chairman of the Planning Commission: [Signature]
DATE: 5/24/76
DATE: 5/24/76
DATE: 5/24/76
DATE: 5/25/76

STATE OF WYOMING }
COUNTY OF TETON }
FILED FOR RECORD IN MY OFFICE THIS 28 DAY OF May 1976, AT 10:00 AM
AND RECORDED AS PLAT NO. 278

V. Delmon Laune
COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS

BRUCE PORTER SUBDIVISION - 2ND FILING
IN THE S1/2 NE1/4 NW1/4, SEC. 34, T41N, R116W, JACKSON, TETON COUNTY, WYOMING

Town of Jackson
Project Plan Review History

PLANNING

Project Number	P20-161	Applied	8/18/2020	STOL
Project Name	Subdivision Plat - 505 & 475 E. Simpson	Approved		
Type	FINAL PLAT	Closed		
Subtype	LAND DIVISION	Expired		
Status	STAFF REVIEW	Status		
Applicant	Jorgensen Associates, P.C.	Owner	505 SIMPSON LLC	
Site Address		City		State Zip
505 E SIMPSON AVENUE		JACKSON	WY	83001
Subdivision		Parcel No	General Plan	
		22411634188002		

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Building Kelly Sluder	APPROVED	8/19/2020	9/9/2020	8/20/2020	
Fire Kathy Clay	NO COMMENT	8/19/2020	9/9/2020	8/31/2020	
Joint Housing Dept Stacy Stoker	NO COMMENT	8/19/2020	9/9/2020	9/4/2020	
Legal Lea Colasuonno		8/19/2020	9/9/2020		
Parks and Rec Steve Ashworth		8/19/2020	9/9/2020		
Pathways Brian Schilling		8/19/2020	9/9/2020		
Planning Brendan Conboy		8/19/2020	9/9/2020		

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Plat Review-Survey Ken Magrath (9/11/2020 12:10 PM STOL) See Attachement	APPROVED W/CONDITI	8/19/2020	9/9/2020	9/11/2020	mquinn@nelsonengineering.net
Plat Review-Title <none>	APPROVED W/CONDITI	8/19/2020	9/9/2020	9/10/2020	nancy@title22consultants.com

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(9/10/2020 8:05 AM STOL)					
TITLE 22 CONSULTANTS					
BEHOME ADDITION PLAT REVIEW – Overview					
Proposed Plat: Behome Addition to the Town of Jackson					
Platted From: Lot 7, Block 1 of the Bruce Porter Subdivision, 2nd Filing (Plat 278) AND Lot 14 of the John D. Hall Ninth Addition (Plat 1168)					
Located: Town of Jackson					
Owner/Subdivider: Lot 7 of Block 1: Lisa Elenz / Lot 14: 505 Simpson LLC, a Wyoming limited liability company					
Summary: The proposed Behome Addition to the Town of Jackson creates a new three lot subdivision out of two existing platted lots in the Town of Jackson. The subdivision is not located in a PUD and is served by town water, sewer, and public streets.					
Lot 7 of Block 1 becomes new Lot 1, and part of new Lot 2.					
Lot 14 becomes new Lot 3, and part of new Lot 2.					
Additional Documents to be Recorded Provided with Plat: 1) Acknowledgement of Mortgagee (x3) – not provided for review. 2) Access and Utility Easement (burdens proposed Lot 3). Provided for review, see below comments.					
Title Report provided by Wyoming Title & Escrow		Effective Date: January 24, 2020 (as to Lot 14) and February 21, 2020 (as to Lot 7 of Block 1)			
Note: Title 22 Consultants has not prepared a title report or conducted a “patent to present” search of subject land; we are basing our review on the title report provided by the title company identified above.					
New documents filed of record subsequent to the effective date:					
? N/A					

PLAT REVIEW – Technical Review (Non Statutory)

ACCESS: Legal access is provided via East Simpson Avenue (public road)

EASEMENTS/ENCUMBRANCES: All easements cited on the title report ? Are ? Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).

STREETS/ALLEYS:

? Dedicated to the public

? Private, with rights of way granted to each lot owner

? N/A, no streets or alleys within plat boundary

PLAT REVIEW – Technical Review (Statutory)

LOT DIMENSIONS ? Are ? Are Not properly shown.

Lots ? Are ? Are Not PROGRESSIVELY NUMBERED.

The underlying land ? Is ? Is Not VACATED.

CERTIFICATES

Certificate of Owner(s) ? Included ? To be provided via separate Affidavit

Certificate of Surveyor ? Included ? Not included

Certificate of Acceptance from ? Town of Jackson ? Teton County ? Included ? Not Included

Certificate of Mortgagee(s) ? Included ? To be provided via separate Affidavit ? N/A

PLAT REVIEW – Conclusions

Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:

1. Lot 7 of Bruce Porter Subdivision 2nd Filing is located in Block 1 of plat 278. As there is also a Lot 7 in Block 2 of Plat 278, it is important to make this distinction. Please add “Block 1” to all references to Lot 7 on the plat (Certificate of Surveyor, Certificate of Owner, Caption).
2. Lot 7 of Block 1 is owned by Lisa Elenz, a single woman. Please delete “a Co-Personal Representative of the Estate of Cynthia Ann DuBois” from the Certificate of Owner, and any other references.
3. Paragraph 8 of the Certificate of Owner: Please change “JOhn” to “John,” and change Plat 278 to Plat 1168.

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
4.		Paragraph 9 of the Certificate of Owner: The instrument at Book 62 of Photo, Page 284 is an easement to Lower Valley Power and Light, not a deed reservation. Please correct.			
5.		Paragraph 13 of the Certificate of Owner: The instrument at Book 609 of Photo, Page 542 is an easement to Lower Valley Energy, not a deed reservation. Please correct.			
6.		Paragraph 14 of the Certificate of Owner: The easement referenced is also being granted via a separately recorded Grant of Access and Utility Easement. Please reference that said instrument is being recorded “concurrently herewith.”			
7.		Grant of Access and Utility Easement: Please delete the reference to Lisa Elenz from the introductory paragraph, signature block, and acknowledgement. Unless deeds are being recorded that have not been provided to us for review, she is not in title to Lot 3. Please also delete the word “collectively.”			
8.		Grant of Access and Utility Easement: Please add “of Behome Addition to the Town of Jackson” after “Lot 3” in the introductory paragraph.			

Comments/General Observations: For your review and consideration, may not require changes:

- 1) Upon platting, Lot 1 will be vested in Lisa Elenz.
- 2) Upon platting, Lot 2 will be vested in Lisa Elenz and 505 Simpson LLC as tenants in common.
- 3) Upon platting, Lot 3 will be vested in 505 Simpson LLC.

Is this the intention of the parties? You may want to consider recording Quit Claim Deeds for clarification purposes.

Next Steps:

1. ENTITY DOCS – The owner should provide a copy of the LLC Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party.

2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.

3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.

PLAT REVIEW – Disclaimer

Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.

Plat Review submitted by:

Date: 9.9.20

Nancy Hughes, Manager, Title 22 Consultants, LL

Police	8/19/2020	9/9/2020
Michelle Weber		

Public Works	APPROVED W/CONDITI	8/19/2020	9/9/2020	9/15/2020
Brian Lenz				

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(9/15/2020 12:38 PM BTL)					
FINAL PLAT – APPROVED w CONDTITIONS					
P20-161					
ADDRESS: 505 and 475 E Simpson					
OWNER: 505 Simpson, LLC & Lisa Elenz					
APPLICANT: Jorgensen Associates (Ron Levy)					
9/15/2020					
Floren Poliseo, 733-3079					
DATE OF SUBMITTAL: 8/19/2020					
DATE OF MATERIALS: 8/17/2020					
REVISION NO.: N/A					
BOND FOR MONUMENTATION: \$2500.					
Bond will be released once monumentation for the subdivision has been set or verified to be in place and not disturbed by written statement by a licensed surveyor.					
The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above.					
PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:					
1. Provide for the granting of an additional 10 feet of Water Utility Easement west of the existing 15 feet wide easement.					
2. Include the 16-feet wide Sewer Utility Easement from Plat 278 along the east lot line of Lot 7 of Block 2 of the Bruce Porter Addition Second Filing, to be part of Behome Addition Lot 2.					
3. The Town records show that the sewer service to Lot 13 is west of the 25 feet utility easement provided. The service must be located and if necessary an easement provided for, relocate the service to withing the easement, or notice that the sewer service is there and located outside of the easement.					
4. NOTES: Revise the Sewer note to say: “BEHOME ADDTION TO THE TOWN OF JACKSON WILL BE SERVED BY THE TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEMS. AT TIME OF PLAT, SEWER SERVICES ARE NOT EXTENDED TO EVERY LOT.” If it is known which lots do not have a sewer service they can be called out specifically.					
5. NOTES: Revise the Water note to say: “BEHOME ADDTION TO THE TOWN OF JACKSON WILL BE SERVED BY THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEM. PUBLIC MAINTENANCE OF WATER MAINS WITHIN THIS SUBDIVISION. AT TIME OF PLAT, WATER SERVICES ARE NOT EXTENDED TO EVERY LOT.” If it is known which lots do not have a water service they can be called out specifically.					
6. Update all dates, including the date of approval in the Certificate of Approval.					
7. Certificate of Owner: Per Wyoming Statute 34-2-121 the plat shall contain in substance the following words: “Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state”.					
8. Certificate of Owner: add the following note: “that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles”;					
RECOMMENDED CHANGES					
1. The third “that” statement call out each plat or make plat plural, i.e. plats.					
2. The 13th “that” statement, map: All reference that the easement benefits Lot 3, where the easement is actually on Lot 3 and typically easements are not granted to the grantor. Recommend removing language that references the easement benefitting Lot 3.					
3. EASEMENT: Plat 1168 already created the access and utility easement to Lot 13 and some acknowledgement that the new easement supersedes and replaces prior easements is recommended. There is also a question as to whether the existing easement can be revised without the consent of the Lot 13 owner.					
1. Recommend revising the language in the Certificate of Surveyor to the effect that: this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon.					
.....					
START		8/19/2020	9/9/2020		
Darren Brugmann					

MJQ/20-200-01

September 2, 2020

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Tiffany Stolte
RE: Behome Addition

Dear Tiffany,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

- In the Certificate of Owner, there are a number of clauses (paras 9-13) with no clarification as to why they are mentioned. If these clauses were preceded by the simple statement: "this subdivision is subject to and together with the following:" any ambiguity would be resolved.
- Also in the Certificate of Owner, the 25 foot shared access and utility easement across Lot 3 need not be either granted or dedicated to Lot 3 or to Lot 13, as the easement appears of record on Plat 1168, and there is no apparent vacation instrument. A mention of the previous dedication, as well as the depiction of the easement area, should be adequate.
- The use of very similar symbols in the legend and on the map (the circle and the "bold" circle") makes it unclear which monument is found in several locations. Please use a unique and clearly identifiable symbol for each monument type found.
- The "record" information for the north line of Lot 7, Plat 278, should be 170.72 and not 150.05 as shown. Also, a monument at the point of reverse curve along the southerly boundary of Lot 1 should be set.

Page 2

Behome Addition

- In the title, the location of the subdivision, by section and aliquot part, should be included.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,



Michael Quinn,
Wyoming PLS 4270

cc: Jorgensen Associates

TITLE 22 CONSULTANTS

BEHOME ADDITION PLAT REVIEW – Overview

Proposed Plat: Behome Addition to the Town of Jackson

Platted From: Lot 7, Block 1 of the Bruce Porter Subdivision, 2nd Filing (Plat 278) AND Lot 14 of the John D. Hall Ninth Addition (Plat 1168)

Located: Town of Jackson

Owner/Subdivider: Lot 7 of Block 1: Lisa Elenz / Lot 14: 505 Simpson LLC, a Wyoming limited liability company

Summary: The proposed Behome Addition to the Town of Jackson creates a new three lot subdivision out of two existing platted lots in the Town of Jackson. The subdivision is not located in a PUD and is served by town water, sewer, and public streets.

Lot 7 of Block 1 becomes new Lot 1, and part of new Lot 2.

Lot 14 becomes new Lot 3, and part of new Lot 2.

Additional Documents to be Recorded Provided with Plat: 1) Acknowledgement of Mortgagee (x3) – not provided for review. 2) Access and Utility Easement (burdens proposed Lot 3). Provided for review, see below comments.

Title Report provided by Wyoming Title & Escrow **Effective Date:** January 24, 2020 (as to Lot 14) and February 21, 2020 (as to Lot 7 of Block 1)

Note: Title 22 Consultants has not prepared a title report or conducted a “patent to present” search of subject land; we are basing our review on the title report provided by the title company identified above.

New documents filed of record subsequent to the effective date:

☒ N/A

PLAT REVIEW – Technical Review (Non Statutory)

ACCESS: Legal access is provided via East Simpson Avenue (public road)

EASEMENTS/ENCUMBRANCES: All easements cited on the title report ☒ Are ☐ Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).

STREETS/ALLEYS:

- ☐ Dedicated to the public
- ☐ Private, with rights of way granted to each lot owner
- ☒ N/A, no streets or alleys within plat boundary

PLAT REVIEW – Technical Review (Statutory)

LOT DIMENSIONS ☒ Are ☐ Are Not properly shown.

Lots ☒ Are ☐ Are Not **PROGRESSIVELY NUMBERED**.

The underlying land ☒ Is ☐ Is Not **VACATED**.

CERTIFICATES

Certificate of Owner(s) ☒ Included ☐ To be provided via separate Affidavit

Certificate of Surveyor ☒ Included ☐ Not included

Certificate of Acceptance from ☒ Town of Jackson ☐ Teton County ☒ Included ☐ Not Included

Certificate of Mortgagee(s) ☐ Included ☒ To be provided via separate Affidavit ☐ N/A

PLAT REVIEW – Conclusions

Recommendations: Title 22 Consultants **strongly recommends** the following changes to the proposed plat:

1. Lot 7 of Bruce Porter Subdivision 2nd Filing is located in Block 1 of plat 278. As there is also a Lot 7 in Block 2 of Plat 278, it is important to make this distinction. Please add “Block 1” to all references to Lot 7 on the plat (Certificate of Surveyor, Certificate of Owner, Caption).
2. Lot 7 of Block 1 is owned by Lisa Elenz, a single woman. Please delete “a Co-Personal Representative of the Estate of Cynthia Ann DuBois” from the Certificate of Owner, and any other references.
3. Paragraph 8 of the Certificate of Owner: Please change “JOhn” to “John,” and change Plat 278 to Plat 1168.
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7. Grant of Access and Utility Easement: Please delete the reference to Lisa Elenz from the introductory paragraph, signature block, and acknowledgement. Unless deeds are being recorded that have not been provided to us for review, she is not in title to Lot 3. Please also delete the word “collectively.”
8. Grant of Access and Utility Easement: Please add “of Behome Addition to the Town of Jackson” after “Lot 3” in the introductory paragraph.

Comments/General Observations: For your review and consideration, may not require changes:

- 1) Upon platting, Lot 1 will be vested in Lisa Elenz.
- 2) Upon platting, Lot 2 will be vested in Lisa Elenz and 505 Simpson LLC as tenants in common.
- 3) Upon platting, Lot 3 will be vested in 505 Simpson LLC.

Is this the intention of the parties? You may want to consider recording Quit Claim Deeds for clarification purposes.

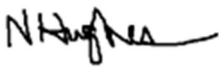
Next Steps:

1. ENTITY DOCS – The owner should provide a copy of the LLC Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party.
2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.
3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.

PLAT REVIEW – Disclaimer

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Plat Review submitted by:



Date: 9.9.20

Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company



October 13, 2020

Mr. Brendan Conboy
Town of Jackson Planning Dept.
P.O. Box 1687, 150 E. Pearl Avenue.
Jackson, WY 83001
-Digitally Delivered-

RE: Behome Addition Plat S/D Application – Response to Staff Comments/Requirements and submittal of revised plat.

Dear Mr. Conboy,

We are in receipt of all Town of Jackson Staff conditions and comments as well as Title 22 Consultants and Nelson Engineering and have addressed said comments in **bold**:

Town of Jackson

CONDITIONS FOR APPROVAL

1. The applicant shall remove the existing detached single-family home from the property addressed as 505 East Simpson prior to recording a plat with the County Clerk. **Demolition Permit is in progress.**
2. The applicant shall provide a bond in the amount of 125% of the cost of sidewalk improvements, the cost of which to be determined by the Town Engineer, prior to recording a plat with the County Clerk. The Town shall hold the bond until such time that sidewalk improvements are made on East Simpson Avenue or for a period of no more than 5 years unless extended by Town Council. **An Estimate and Bond has been provided to the Town Engineer.**
3. Proposed Lot 3 shall be required to share and take access from the existing access easement on the eastern portion of the lot. The existing drive aisle servicing the current residence at 505 East Simpson shall be removed and returned to greenspace. The access easement shall be improved with an impermeable surface. **This access easement shall be improved with an impermeable surface prior to Certificate of Occupancy for new development on Lot 3.**

Town Surveyor

- *In the Certificate of Owner, there are a number of clauses (paras 9-13) with no clarification as to why they are mentioned. If these clauses were preceded by the simple statement: "this subdivision is subject to and together with the following:" any ambiguity would be resolved.*
 - **Revision to the Certificate of Owner has addressed this.**
- *Also in the Certificate of Owner, the 25 foot shared access and utility easement across Lot 3 need not be either granted or dedicated to Lot 3 or to Lot 13, as the easement appears of record on Plat 1168, and there is no apparent vacation instrument. A mention of the previous dedication, as well as the depiction of the easement area, should be adequate.*
 - **The proposed shared access and utility easement at issue is neither being granted nor dedicated and the access and utility easement of record has been noted on the new subdivision plat.**
- *The use of very similar symbols in the legend and on the map (the circle and bold circle) makes [it] unclear which monument is found in several locations. Please use a unique and clearly identifiable symbol for each monument type found.*
 - **This has been addressed.**
- *The "record" information for the north line of Lot 7, Plat 278, should be 170.72 and not 150.05 as shown. Also, a monument at the point of reverse curve along the southerly boundary of Lot 1 should be set.*
 - **Both of these comments have been addressed.**
- *In the Title, the location of the subdivision, by section and aliquot part, should be included.*
 - **This has been addressed.**

Title 22 Consultants

PLAT REVIEW – Conclusions

- 1) Lot 7 of Bruce Porter Subdivision 2nd Filing is located in Block 1 of plat 278. As there is also a Lot 7 in Block 2 of Plat 278, it is important to make this distinction. Please add "Block 1" to all references to Lot 7 on the plat (Certificate of Surveyor, Certificate of Owner, Caption).
Corrected.
- 2) Lot 7 of Block 1 is owned by Lisa Elenz, a single woman. Please delete "a Co-Personal Representative of the Estate of Cynthia Ann DuBois" from the Certificate of Owner, and any other references. **Corrected.**
- 3) Paragraph 8 of the Certificate of Owner: Please change "JOhn" to "John," and change Plat 278 to Plat 1168. **Corrected.**

- 4) Paragraph 9 of the Certificate of Owner: The instrument at Book 62 of Photo, Page 284 is an easement to Lower Valley Power and Light, not a deed reservation. Please correct. **Corrected.**
- 5) Paragraph 13 of the Certificate of Owner: The instrument at Book 609 of Photo, Page 542 is an easement to Lower Valley Energy, not a deed reservation. Please correct. **Corrected.**
6. Paragraph 14 of the Certificate of Owner: The easement referenced is also being granted via a separately recorded Grant of Access and Utility Easement. Please reference that said instrument is being recorded "concurrently herewith." **The proposed shared access and utility easement at issue is neither being granted nor dedicated and the access and utility easement of record has been noted on the new subdivision plat.**
7. Grant of Access and Utility Easement: Please delete the reference to Lisa Elenz from the introductory paragraph, signature block, and acknowledgement. Unless deeds are being recorded that have not been provided to us for review, she is not in title to Lot 3. Please also delete the word "collectively." **The proposed shared access and utility easement at issue is neither being granted nor dedicated and the access and utility easement of record has been noted on the new subdivision plat.**
8. Grant of Access and Utility Easement: Please add "of Behome Addition to the Town of Jackson" after "Lot 3" in the introductory paragraph. **The proposed shared access and utility easement at issue is neither being granted nor dedicated and the access and utility easement of record has been noted on the new subdivision plat.**

Comments/General Observations: For your review and consideration, may not require changes:

- 1) Upon platting, Lot 1 will be vested in Lisa Elenz.
- 2) Upon platting, Lot 2 will be vested in Lisa Elenz and 505 Simpson LLC as tenants in common.
- 3) Upon platting, Lot 3 will be vested in 505 Simpson LLC.

Is this the intention of the parties? You may want to consider recording Quit Claim Deeds for clarification purposes. **This is understood and the appropriate sequencing of recordation will address this.**

Note: A copy of the 505 Simpson, LLC operating agreement can be made available upon request of the Town of Jackson Planning Department.

Town Engineer

PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

1. Provide for the granting of an additional 10 feet of Water Utility Easement west of the existing 15 feet wide easement. **Granted by Plat.**
2. Include the 16-feet wide Sewer Utility Easement from Plat 278 along the east lot line of Lot 7 of Block 2 of the Bruce Porter Addition Second Filing, to be part of Behome Addition Lot 2. **This has been addressed.**

3. The Town records show that the sewer service to Lot 13 is west of the 25 feet utility easement provided. The service must be located and, if necessary, an easement provided for, relocated, or notice provided that the sewer service is there and that it is located outside of the easement. **The sewer service will be located upon demolition and, if located outside of the easement, it will either be relocated or noted on the plat that it is located outside of the easement prior to recordation.**
4. NOTES: Revise the Sewer note to say: "BEHOME ADDTION TO THE TOWN OF JACKSON WILL BE SERVED BY THE TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEMS. AT TIME OF PLAT, SEWER SERVICES ARE NOT EXTENDED TO EVERY LOT." If it is known which lots do not have a sewer service they can be called out specifically. **Corrected.**
5. NOTES: Revise the Water note to say: "BEHOME ADDTION TO THE TOWN OF JACKSON WILL BE SERVED BY THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEM. PUBLIC MAINTENANCE OF WATER MAINS WITHIN THIS SUBDIVISION. AT TIME OF PLAT, WATER SERVICES ARE NOT EXTENDED TO EVERY LOT." If it is known which lots do not have a water service they can be called out specifically. **Corrected.**
6. Update all dates, including the date of approval in the Certificate of Approval. **This has been addressed.**
7. Certificate of Owner: Per Wyoming Statute 34-2-121 the plat shall contain in substance the following words: "Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state". **This has been included.**
8. Certificate of Owner: add the following note: "that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles"; **This has been included.**

RECOMMENDED CHANGES

1. The third "that" statement call out each plat or make plat plural, i.e. plats. **Corrected.**
 2. The 13th "that" statement, map: All reference that the easement benefits Lot 3, where the easement is actually on Lot 3 and typically easements are not granted to the grantor. Recommend removing language that references the easement benefitting Lot 3. **The proposed shared access and utility easement at issue is neither being granted nor dedicated and the access and utility easement of record has been noted on the new subdivision plat.**
 3. EASEMENT: Plat 1168 already created the access and utility easement to Lot 13 and some acknowledgement that the new easement supersedes and replaces prior easements is recommended. There is also a question as to whether the existing easement can be revised without the consent of the Lot 13 owner. **The proposed shared access and utility easement at issue is neither being granted nor dedicated and the access and utility easement of record has been noted on the new subdivision plat.**
1. Recommend revising the language in the Certificate of Surveyor to the effect that: this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions,

of sight or of record, including but not limited to those shown hereon. **This recommendation has been included in the Certificate of Owner.**

PROJECT SPECIFIC COMMENTS

1. Note: Existing sewer service to lot 14a off East Simpson main. Lot 14b will require a new sewer service from the main prior to future building permit approval. **Noted.**
2. Each lot (14a and 14b) will require individual water and sewer service prior to future building permit approval. **Noted.**
3. A demolition permit is required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project. **This has been addressed.**

Pathways

1. The Community Streets plan specifies a 5' detached sidewalk for development on Simpson Ave. The current application does not propose a sidewalk. This will have to be addressed at some point in the development process so that it does not fall through the cracks. Either a sidewalk will need to be constructed, a bond posted, or space allocated for a future sidewalk with a condition that the Town can construct a sidewalk when it so desires. Some mechanism to ensure that a sidewalk can be constructed in the future. **A Bond Estimate has been provided to the Town Engineer.**

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

Sincerely,
JORGENSEN ASSOCIATES, INC.

A handwritten signature in dark ink, appearing to be 'Ron Levy', with a long horizontal line extending to the right.

Ron Levy
Land Use Planning

STAFF REPORT



MEETING DATE & TITLE: October 19, 2020

SUBMITTING DEPARTMENT: Planning

PRESENTER: Tyler Valentine

SUBJECT: Item P20-162: Request for an amendment to a past condition of approval of a Conditional Use Permit for St. John's Episcopal Church located at 170 N Glenwood Street.

PUBLIC COMMENT: Yes

PURPOSE & POLICY CONSIDERATIONS:

According to Land Development Regulation (LDR) Section 8.2.13.B.1.b., any amendment to a past condition of approval requires review and approval by the original approving body, which in this case is the Town Council.

REQUESTED ACTION:

The applicant is requesting approval to amend an existing condition of approval of a previously approved Conditional Use Permit (CUP) for St. John's Episcopal Church addressed as 170 N. Glenwood Street. Specifically, the request is to modify the landscape plan by removing 11 Cottonwood trees and 2 Willow trees at the property and to replace the 13 trees with 8 new trees and several shrubs phased over the coming years. In addition, the applicant is requesting that the \$500 CUP application fee be waived.

RECOMMENDATION:

The Planning Director recommends **approval** of an amendment to a CUP for St. John's Episcopal Church, specifically to modify the landscape plan, for the property located at 170 N. Glenwood Street subject to the department reviews attached hereto and the following conditions:

1. Upon removal of the 11 Cottonwoods, the applicant shall plant the 2 Spruce trees, 3 Maple trees and shrubs/bushes by no later than June 1, 2021. The applicant shall then have 5 years from the date of this approval to remove and replace the 2 Willows with 3 Ash trees. At no time shall the Willows be removed unless they can be replaced within 30 days with the 3 Ash trees.
2. Prior to removing any trees, the applicant shall provide a bond to the Planning Department in the amount of 125% of the costs of the new trees and shrubs.

The Planning Director also recommends **approval** of the request to waive the \$500 application fee.

BACKGROUND/PROJECT DESCRIPTION:

Background

The subject property, home to St. John's Episcopal Church, is 2.4 acres (approximately 105,000 sf) in size and fronts three streets: North Cache Street to the east, West Gill Avenue to the north, and North Glenwood Street to the west. The property is split-zoned with the eastern half zoned Town Square (TS) and the western half zoned Downtown Core (DC). The site has 5 structures which include the main church building, Browse 'N Buy, and three ancillary buildings which serve the needs of the church.

On February 22, 1994, the Town Council approved a CUP for a new 11,000 sf church building (Institutional Use) for St. John's Episcopal Church. Several conditions of approval were added to the CUP, one of which was a requirement for a landscaping plan that meets the requirements of Chapter 18.34. (Landscaping and Screening Requirements). Chapter 18.34, which no longer exists and was replaced by the '1994 LDRs', simply required that landscaping be in scale with the development for purposes of screening but did not require a plant unit count as is required by our current landscape standards. The landscape plan approved with the 1994 CUP included 13 new Cottonwood trees, 13 Spruce trees, 10 Crabapple or Aspen trees, and several small to large shrubs on the east, north and west sides of the site. Prior to this landscape plan, the site had well over 30 mature trees, mostly Spruce, in addition to several shrubs and ample grassy areas.

On April 30, 2018, the Town Planning Director approved a Tree Removal Request to remove 3 Cottonwood trees along N. Glenwood Street and replace them with 3 new trees. The request was made because a Cottonwood fell over during high winds and there was concern that 2 other Cottonwoods nearby would also fail during high winds.

Project Description

The applicant (St. John's Episcopal Church) has hired a licensed landscape architect and certified arborist (Rolland Kuhr) to provide an assessment on the health and quality of all landscaping within St. John's property. As part of that assessment, Mr. Kuhr is recommending that 11 Cottonwoods and 2 Willow trees be removed for a number of reasons. In short, Mr. Kuhr states that the 9 Cottonwood trees along North Cache planted behind the Spruce trees in the 1990s according to the original CUP should never have been planted because that species is notorious for its destructive root systems and lack of resilience during high winds often causing them to be blown down. In addition, the Cottonwood trees were planted too close to other existing Spruce trees and are not only causing damage to those Spruce trees but causing damage to the site in general as a result of surface roots and root knobs. It should be noted too that within the row of Spruce trees are 2 mature Cottonwoods that predate the CUP. The applicant claims these 2 cottonwoods will eventually be a hazard and need to be removed, assuming they don't get blown down first. Mr Kuhr is also recommending the removal of 2 mature Willow trees located further into the site just north of the Browse 'N Buy building. Mr. Kuhr believes these trees were struck by lightning many years back which has sped up their decline in health.

As part of the replacement plan, the applicant proposes to plant 8 new trees along with several shrubs in a phased manner. Phase I (weather permitting, likely in Spring 2021) would include 2 new, 12' to 14'-tall Spruce trees along the 1st row of trees adjacent to North Cache replacing the 2 original Cottonwoods. In addition, Phase I includes planting 3 Maple trees and several shrubs/bushes directly adjacent to the eastern side of the main church building. Phase II (5 years from approval of this amendment) would include 3 Ash trees directly to the north of the future expanded Browse 'N Buy building. The reason for requesting a 5 year expiration is because the church plans to rebuild Browse 'N Buy in the next 3-5 years and would prefer to plant the Ash trees after construction when the final size and location of the building is determined. The final plans for the new building are not yet known, but the church anticipates the new building will be larger than the current one. If for some reason the plans for a new Browse 'n Buy building fail, the Ash trees will then be planted within 5 years of this approval.

In addition to the tree removal and replacement plan, the applicant is requesting that Town Council waive the \$500 application fee for this amendment.

ANALYSIS:

Staff has brought this item before Town Council under Section 8.2.13.B.1.b Amendment of Permits or Approvals because the request was significant enough to warrant an amendment based on the removal of 13 large and mature trees at a historically significant site along the main northern entrance into the heart of the Town. As such, this item does not require Planning Commission review and is permitted to go before the original approving body, which is the Town Council. The above-mentioned section states that, *"A condition of approval placed on a permit or approval by a decision-making body shall be amended by that body at a public hearing held pursuant to Sec. 8.2.13."*

The condition of approval on the 1994 CUP required that a landscape plan be prepared and submitted to Town Planning for final review and approval. At that time, which was under previous zoning regulations, the method to determine the appropriate amount, type and location of landscaping relied heavily on the landscape architect who prepared the plan along with professional judgment from the Planning Department. Taken directly from the original CUP staff report, *"Chapter 18.34 (Landscaping and Screening) requires that landscaping be in scale with the development. Furthermore, it is highly desirable to use vertical plant materials to help soften the mass of large structures. Consequently, the landscaping plan for this structure will be expected to include landscaping materials in the area of the proposed structure, in addition to the existing mature vegetation and formally landscaped appearance of the subject property."*

Since the original CUP approval, the subject property has been rezoned twice and is currently split-zoned as Town Square (TS) and Downtown Core (DC). Looking forward, both of zoning designations have no Landscape Surface Ratio (LSR) or plant unit requirement as part of new development. The only reason the subject property is so abundantly landscaped is because of the pre-1994 regulations and because of the CUP approval, which supersedes the currently adopted zoning with regard to landscaping. St. John's currently has approximately 60,000 sf of landscaped open space and well over 50 trees/shrubs planted throughout the property. Regardless, in cases where an existing landscape condition is requested to be amended, staff finds that the proposed landscape plan should be consistent with both the original landscape standards and the current standards to the extent possible.

After several site visits and review of the recommendations of Mr. Kuhr, staff finds that the applicant's request will continue to adequately screen and soften the physical development in a manner that is in line with the intent of the original CUP approval and current landscaping requirements. Staff also finds that the existing two rows of trees along North Cache to be redundant and unnecessary to adequately screen the church building. Staff acknowledges that removal of these trees will be a noticeable change, especially along this prominent location that receives heavy visitation and usage. One advantage of removing the 2nd row of trees is that it would bring additional sunlight onto the street and sidewalks in this heavily shaded section of North Cache, especially in winter where ice tends to linger.

Staff also agrees with Mr. Kuhr's recommendations that the removal of the Cottonwoods is a good preventive measure to avoid future hazards to the public. Cottonwoods are problematic trees in general with a reputation for damaging sidewalks and falling down during high winds. Currently, both Town Planning and Teton County Jackson Parks and Recreation Department (PRD) do not recommend Cottonwoods as a tree species for new development based on the above facts about this species. In recent years, the Town has seen several developments deal with downed Cottonwoods as a result of high winds. To name a few, the Ellingwood development recently removed close to 50 Cottonwoods which were severely damaging the sidewalks and road. The 810 West development recently removed over 30

Cottonwoods as a result of several falling into the right-of-way and several damaging the internal sidewalks and drive aisles. Most recently during the mid-September high winds, well over 20 Cottonwoods were blown down Town-wide, many of which fell into the right-of-way requiring the Town's assistance in their removal.

Staff did meet on-site with PRD to obtain their professional opinion on the condition, health and potential dangers of the trees slated for removal. As stated in the department reviews, PRD did not find the trees to meet the hazard criteria at this time as it relates to the Town's Tree Ordinance but agreed with Mr. Kuhr's assessments and recommendations that they should be removed. PRD has no objection to the tree removal plan provided the applicant replants per their proposal.

With regard to the phasing plan, staff is comfortable with removing all 11 Cottonwoods immediately provided that the 2 Spruce trees, 3 Maples and shrubs/bushes are planted by no later than June 1, 2021. Staff is also comfortable with a 5-year expiration date on planting the 3 Ash trees. However, staff is only comfortable with removing the 2 Willows if they are replaced with the 3 Ash trees within 30 days of their removal. Staff has placed a condition on the request with summarizes the above phasing plan.

On a related topic, the applicant has stated that although the church property is private property, the open space areas are used by the public on a regular basis which the church supports. Staff is of the opinion that because the removal of these trees will visually open up the courtyard, access to these open spaces could be improved by removing a portion of the existing buckrail fence along North Cache. This would provide a midway entrance to the site along North Cache between the two existing entrances, one at the corner of Gill and Cache and the other adjacent to Browse 'N Buy. Staff has not confirmed whether the applicant is amenable to this request. Staff is simply suggesting this as a potential improvement for access to the site that would fit well with the requested landscaping changes.

Finally, Planning staff supports waiving the application fee of \$500. The Council has the discretion to waive such fees if the project "provides extraordinary charitable, civic, educational, or similar benefits to the community." Staff finds that St. John's Episcopal Church does provide extraordinary benefits to the community in all of the areas listed above.

ALTERNATIVES (Optional):

N/A

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, a CUP requires that the following findings shall be made:

1. *The proposed project is compatible with the desired future character of the area.*

The proposed application is located in both Character District #1 Town Square and Character District #2 Town Commercial Core of the 2012 Comprehensive Plan. It is also located in the following two Sub-areas: Sub-area 1.2 Outer Square and Sub-area 2.3 Downtown Commercial Core. The following excerpts provide the vision for each of the two Sub-areas:

Sub-area 1.2 Outer Square: This STABLE Subarea will focus on maintaining western character consistent with the existing character of the district. Building heights will be allowed up to three stories, in order to provide lodging, residential and other non-residential uses on upper floors supporting our tourist economy and Growth Management goals. Buildings should be located near the street to create an attractive street front. A desired western architectural style and approach will be defined in coordination with the Inner Square (Subarea 1.2). The continuation of covered wooden boardwalks is vital to maintaining the desired western character. Parking will be provided predominately in public lots, underground, and on street to create a vibrant, walkable area oriented to pedestrians.

Sub-area 2.3 Downtown Commercial Core: This large, mixed use, TRANSITIONAL Subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic, and social activity in the community as well as the center of the visitor experience, as a significant amount of lodging is located here. The existing character and built form is varied and inconsistent. The goal of this subarea is to create a vibrant mixed use area by accommodating a variety of uses and amenities. The subarea will be the starting point for the development of a refined Lodging Overlay boundary and future discussion of the type and size of lodging desired. A key challenge will be to provide a balance between lodging and long-term residential housing. Future structures will be predominantly mixed use, while multifamily structures will be allowed if it properly addresses the street. Commercial uses that create an active and engaging pedestrian experience will be predominantly located on the first and second floors of buildings. Examples of these uses include restaurants, bars, a variety of retail shops and commercial amusement. Furthermore, as portions of the subarea will be located within a future Downtown Retail Shopping District, uses such as office, residential and lodging will be predominantly located on upper floors. A goal of this subarea will be to create a consistent building size and form. In the future, a variety of two to three story buildings are desired. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed use subarea, and emphasis should be placed on adding improvements focusing on the pedestrian experience. Parking should continue to be provided predominately in public

lots and on street to create a vibrant, walkable area that is oriented to the pedestrian. On-site parking should be predominantly underground or screened from view. Future redevelopment should enhance the Flat Creek corridor for recreational and ecological purposes. Buildings should front onto the creek to provide opportunities for interaction and enjoyment of this community resource.

Complies. Staff finds that as conditioned, the project continues to be consistent with the above described visions for Subareas 1.2 and 2.3. Although the use is not lodging, retail, or restaurant, which are desired uses, St. John's Episcopal Church has a long history in this valley and has played a vital role in the community. The existing use and site compliment the downtown as they provide both historical significance which is valued in Jackson and open space in an otherwise busy and developed part of Town. Staff finds that the proposed changes to the landscaping will continue to provide a pleasant experience for pedestrians and visitors along the western side of North Cache and will continue to provide open space within the site for the public to enjoy.

In addition, staff finds that the application should be reviewed for consistency specifically with the Policy Objectives for Districts 1 and 2 which state as follows as the desired vision for the district:

Common Value 1: Ecosystem Stewardship

Not Applicable.

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing (District 2)

Not applicable.

4.1.d: Maintain Jackson as the economic center of the region (Districts 1 & 2)

Not applicable

4.2.c: Create vibrant walkable mixed use subareas (Districts 1 & 2)

Not applicable.

4.2.d: Create a Downtown Retail Shopping District (Districts 1 & 2)

Not applicable.

4.2.e: Protect the image and function of Town Square (District 1)

Not applicable.

4.2.f: Maintain lodging as a key component in the downtown (Districts 1 & 2)

Not applicable.

4.4.a: Maintain and improve public spaces (District 1)

Complies: The proposed tree removal/replacement project will continue to maintain large open space along North Cache Street which St. John's Episcopal Church has allowed the public to use and enjoy.

4.4.b: Enhance Jackson gateways (District 2)

Complies. This property lies within the northern gateway into Town and is a historically significant site. Although the removal of 13 trees will be a noticeable change, the site will still have ample landscape screening on the North Cache side. In addition, the removal of these trees will bring in more light to this heavily shaded portion of North Cache and enhance views of local buttes.

4.4.c Continue traditions and community events (District 1)

Not applicable.

Policy 4.4.d: Enhance natural features in the built environment (District 2)

Not applicable.

4.5.a: Identify and preserve historically significant structures and sites (District 1)

Complies. Staff finds that as conditioned, the proposed changes to the landscaping will continue to preserve the open space aspect of this historically significant site. The proposed plan will remove tree species that are known to be fail during high winds and their removal will further improve safety to both public and private users. In addition, the intent of the proposed planting plan is to bring color into the site which will enhance the site's visual appearance.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units (District 2)

Not applicable.

6.2.a: Enhance tourism as the basis of the economy (District 1)

Not applicable.

6.2.b: Support businesses located in the community because of our lifestyle (District 2)

Not applicable.

6.2.c: Encourage local entrepreneurial opportunities (District 2)

Not applicable.

6.3.a: Ensure year-round economic viability (Districts 1 & 2)

Not applicable.

7.1.c: Increase the capacity for use of alternative transportation modes (Districts 1 & 2)

Not applicable.

2. The proposed projects complies with the use specific standards of Division 6.1.

Complies. Staff finds that because there are proposed changes to the use of the site (i.e. Institutional use) that the project still complies with the use specific standards of Division 6.1.

3. The proposed project minimizes adverse visual impacts.

Complies. Although this application does not include physical development, the proposed changes to the landscaping will continue to screen the existing physical development in a manner consistent with the original CUP approval. Staff finds that as conditioned the requested amendment minimizes adverse visual impacts.

4. The proposed project minimizes adverse environmental impacts.

Not applicable.

5. The proposed project minimizes adverse impacts from nuisances.

Not applicable.

6. *The proposed project minimizes adverse impacts on public facilities.*

Not applicable.

7. *The proposed project complies with all other relevant standards of these LDRs and all other Town Ordinances.*

Complies. Staff finds that this project complies with Town Ordinances and all relevant standards of these LDRs.

8. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. As conditioned, the proposed project is in substantial conformance with the previously approved CUP.

FISCAL IMPACT:

There will be no significant fiscal impact to the Town if the proposed project is approved.

STAFF IMPACT:

There will be no significant impact to staff resources if the proposed project is approved. The estimated staff time it took to review the application, research past approvals, meet with the applicant and write those staff report was approximately 6-8 hours.

ATTACHMENTS OR LINKS:

Department Reviews

Applicant Submittal

SUGGESTED MOTION:

Item A: Based upon the findings as presented in the staff report and as made by the applicant for Item P20-162, I move to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit, and move to **approve** an amendment to a condition of approval from a previously approved Conditional Use Permit to modify the landscape plan at the property located at 170 N. Glenwood Street, subject to the department reviews, this staff report dated October 19, 2020, and the following conditions:

1. Upon removal of the 11 Cottonwoods, the applicant shall plant the 2 Spruce trees, 3 Maple trees and shrubs/bushes by no later than June 1, 2021. The applicant shall then have 5 years from the date of this approval to remove and replace the 2 Willows with 3 Ash trees. At no time shall the Willows be removed unless they can be replaced within 30 days with the 3 Ash trees.
2. Prior to removing any trees, the applicant shall provide a bond to the Planning Department in the amount of 125% of the costs of the new trees and shrubs.

Item B: Based upon Ordinance 939 of the Town of Jackson and Municipal Code Section 15.04.090, which allows the Town Council to reduce, defer, or waive application fees upon request if a proposed project advances significant community goals, I move to waive the \$500 application fee for this CUP amendment.

PLANNING

Project Number	P20-162	Applied	8/19/2020	STOL
Project Name	CUP - St. John's Trees	Approved		
Type	CUP	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		
Applicant	Jimmy Bortz	Owner	EPISCOPAL CHURCH IN JACKSON HO	
Site Address		City	State	Zip
170 N GLENWOOD STREET		JACKSON	WY	83001
Subdivision		Parcel No	General Plan	
		22411628409005		

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Building	APPROVED	8/20/2020	9/10/2020	8/20/2020	
Kelly Sluder					
Fire	APPROVED	8/20/2020	9/10/2020	8/31/2020	
Kathy Clay					
Joint Housing Dept	NO COMMENT	8/20/2020	9/10/2020	9/4/2020	
Stacy Stoker					
Legal		8/20/2020	9/10/2020		
Lea Colasuonno					
Parks and Rec		8/20/2020	9/10/2020		
Steve Ashworth					
Pathways	NO COMMENT	8/20/2020	9/10/2020	9/16/2020	
Brian Schilling					
(9/17/2020 8:30 AM STOL)					
No comments from Pathways					
Planning	APPROVED W/CONDITI	8/20/2020	9/10/2020	10/13/2020	
Tyler Valentine					
(10/13/2020 4:20 PM TV)					
Please see staff report.					
Police		8/20/2020	9/10/2020		
Michelle Weber					

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Public Works Floren Poliseo (9/8/2020 4:11 PM FP)	APPROVED W/CONDITI	8/20/2020	9/10/2020	9/8/2020	comments
CONDITIONAL USE PERMIT– APPROVED w CONDTITIONS					

P20-162
ADDRESS: 170 N Glenwood St
OWNER: The Episcopal Church in Jackson Hole
APPLICANT: Jimmy Bortz (Robyn)

9/8/2020
Other (Floren Poliseo), 733-3079

DATE OF SUBMITTAL: 8/20/2020
DATE OF MATERIALS: 8/13/2020
REVISION NO.: N/A

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

NOTES FOR APPROVAL

A Public Right-of-Way encroachment permit is required for any work occurring in the public right-of-way including but not limited to boardwalk removal, use of pedestrian walkway or public parking spaces within the work zone, and/or equipment parking for tree removal or installation.

START 8/20/2020 9/10/2020
Darren Brugmann



Tyler Valentine
Senior Planner
Town of Jackson

September 25, 2020

Re: Tree removal request at 170 N. Glenwood

Tyler,

I have reviewed the letter dated June 15, 2020 from Rolland Kuhr, Naturescape Designs, and drawing on the information from our meeting on site May 28, 2020. Steve Bigger, P&R Sr Forestry Technician and Certified ISA Arborist, was also present with us on site. We determined from ground assessments that none of the trees in question meet hazard criteria as it relates to the Town of Jackson's Tree Ordinance. We do, however, agree with Rolland's assessment and recommendations as stated in the June 15th letter and have no objection to removal of the requested trees. The Parks Department would recommend, if appropriate, replacement of the trees if removed as stated in the June 15th letter and adhere to Town of Jackson LDR's if applicable.

Andy Erskine

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

Parks Manager
Teton County/Jackson Parks & Recreation



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: St. John's Church Tree Removal Project

Physical Address: 170 N. Glenwood Street

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: The Episcopal Church in Jackson Hole Phone: 3077332603

Mailing Address: PO Box 1690 ZIP: 83001

E-mail: robyn@stjohnsjackson.org

APPLICANT/AGENT.

Name: Jimmy Bartz Phone: 307 733 2603

Mailing Address: PO Box 1690 Jackson ZIP: 83001

E-mail: robyn @ stjohnsjackson . org

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

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

Use Permit

_____ Basic Use
☒ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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

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

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

 James P. Bantz
Signature of Property Owner or Authorized Applicant/Agent
 The Reverend James P. Bantz
Name Printed

 August 18, 2020
Date
 Rector
Title



PRE-APPLICATION CONFERENCE REQUEST (PAP)
Planning & Building Department

150 E Pearl Ave. | phone (307)733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001 | _____

For Office Use Only

Fees Paid _____

Time & Date Received _____

Application # _____

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

APPLICABILITY. This application should be used when applying for a **Pre-application Conference**. The purpose of the pre-application conference is to identify the standards and procedures of these LDRs that would apply to a potential application prior to preparation of the final proposal and to identify the submittal requirements for the application.

For additional information go to www.townofjackson.com/204/Pre-Application

PROJECT.

Name/Description: St. Johns Church Tree Removal Project

Physical Address: 170 N Cache Street

Lot, Subdivision: _____

PIDN: _____

PROPERTY OWNER.

Name: The Episcopal Church in Jackson Hole

Phone: 3077332603

Mailing Address: PO Box 1690

ZIP: 83001

E-mail: robyn@stjohnsjackson.org

APPLICANT/AGENT.

Name, Agency: Jimmy Bartz, The Episcopal Church

Phone: 307 733 2603

Mailing Address: PO Box 1690 Jackson WY 83001

ZIP: 83001

E-mail: robyn P stjohnsjackson.org

DESIGNATED PRIMARY CONTACT.

Property Owner

X
Applicant/Agent

ENVIRONMENTAL PROFESSIONAL. For EA pre-application conferences, a qualified environmental consultant is required to attend the pre-application conference. Please see Subsection 8.2.2.C, Professional Preparation, of the Land Development Regulations, for more information on this requirement. Please provide contact information for the Environmental Consultant if different from Agent.

Name, Agency: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

TYPES OF PRE-APPLICATION NEEDED. Check all that apply; see Section 8.1.2 of the LDRs for a description of review process types.

- ☒ Physical Development Permit
- ☒ Use Permit
- ☐ Development Option or Subdivision Permit
- ☐ Interpretations of the LDRs
- ☐ Amendments to the LDRs
- ☐ Relief from the LDRs
- ☐ Environmental Analysis

This pre-application conference is:

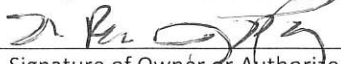
- ☐ Required
- ☐ Optional
- ☐ For an Environmental Analysis
- ☐ For grading

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Provide **one electronic copy** (tstolte@jacksonwy.gov).

Have you attached the following?

- ☒ **Application Fee.** Go to www.townofjackson.com/204/Pre-Application.com for the fees.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- ☐ **Narrative Project Description.** Please attach a short narrative description of the project that addresses:
 - ☐ Existing property conditions (buildings, uses, natural resources, etc)
 - ☐ Character and magnitude of proposed physical development or use
 - ☐ Intended development options or subdivision proposal (if applicable)
 - ☐ Proposed amendments to the LDRs (if applicable)
- ☐ **Conceptual Site Plan.** For pre-application conferences for physical development, use or development option permits, a conceptual site plan is required. For pre-application conferences for interpretations of the LDRs, amendments to the LDRs, or relief from the LDRs, a site plan may or may not be necessary. Contact the Planning Department for assistance. If required, please attach a conceptual site plan that depicts:
 - ☐ Property boundaries
 - ☐ Existing and proposed physical development and the location of any uses not requiring physical development
 - ☐ Proposed parcel or lot lines (if applicable)
 - ☐ Locations of any natural resources, access, utilities, etc that may be discussed during the pre-application conference
- ☐ **Grading Information (REQUIRED ONLY FOR GRADING PRE-APPS).** Please include a site survey with topography at 2-foot contour intervals and indicate any areas with slopes greater than 25% (or 30% if in the NC Zoning District), as well as proposed finished grade. If any areas of steep slopes are man-made, please identify these areas on the site plan.
- ☐ **Other Pertinent Information.** Attach any additional information that may help Staff in preparing for the pre-app or identifying possible key issues.

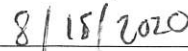
Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize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



Signature of Owner or Authorized Applicant/Agent



Name Printed



Date



Title

LETTER OF AUTHORIZATION

The Episcopal Church in Jackson Hole, "Owner" whose address is: 170 N Cache St.
Jackson WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property
more specifically legally described as: The Episcopal Church

(If too lengthy, attach description)

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

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

OWNER:

The Rev. J. P. B. The Reverend James P. Bartz

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Rector

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

STATE OF Wyoming

)
)SS.
)

COUNTY OF Lincoln

The foregoing instrument was acknowledged before me by James Bartz this 19 day of
August, 2020.

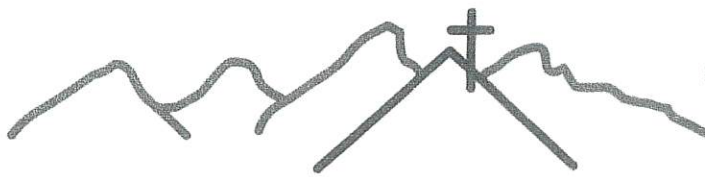
WITNESS my hand and official seal.

(Seal)

[Signature]
(Notary Public)

My commission expires:





ST. JOHN'S
EPISCOPAL CHURCH
JACKSON HOLE

July 29, 2020

Members of Town Council
Town of Jackson
PO Box 1687
Jackson, Wyoming 83001

Dear Mr. Mayor and members of Town Council,

As members of the vestry, our church's governing body, we write to you on behalf of St. John's Episcopal Church. During our landscape planning process, we learned from Town Planning that our plan would require review of our conditional use permit for the property. Surely each of you has an experience of the park-like campus St. John's prides itself in sharing with our local community and those who visit our valley. For over 100 years, St. John's offers locals and visitors a place to rest or picnic or share a cup of coffee with a friend at one of our picnic tables. We take great pride and spare no expense in the stewardship of our historic buildings and the surrounding green spaces that make up our campus.

In an effort to care for our property over the long-term, we engaged an arborist to advise on the care and maintenance of our trees. We have taken great effort to create a campus plan that includes the health and wellbeing of our most valuable trees—those that offer a first glimpse of town as folks enter from the north. In our thorough efforts, we have discovered that a number of trees are planted improperly, crowding our spruce trees. The crowding threatens the lifespan, appearance, and health of our spruce trees. The improperly planted trees were likely planted some time in the 1980s or 1990s, and little or no thought was given to the planting method or location. At present the growth and wellbeing of our spruce trees along Cache Street are compromised.

We are requesting permission from Town Council to remove ^{eleven} ~~nine~~ improperly planted and improperly placed cottonwoods to insure the wellbeing of our spruce trees. Additionally, we request permission to remove two additional willow trees, one that has been struck by lightning and is structurally unsound and another which is diseased and unable to be treated. Each willow poses a risk of danger to those visiting our campus.

We are requesting permission from Town Council to approve a reduced and phased replanting plan. Two cottonwoods are in the line of spruce trees. In our plan, we will replant two 12 to 14-foot spruce trees as soon as is seasonally possible. The following year we will plant three maples in another location on our campus and add colorful shrubs and bushes around our Labyrinth. After some planned renovations are able to be completed to our Browse 'N Buy Building, we will plant three ash trees along the north side of the building. This plan will replace some of the removed trees while maintaining an open space for our parishioners and visitors.

Additionally, we ask Town Council that the permit fee be waived. The tree removal and replanting project before us comes at a significant expense to our organization, and additional fees impact our ability to serve this community's human needs in the robust and generous way that is our century's old tradition.

Accompanying this letter is the application for review, the fee for which we request a refund, a landscape plan for our campus designed and approved by a certified Wyoming landscape architect, Roland Kuhr.

If you have questions or concerns, please do not hesitate to reach out to the church. You may contact Robyn Reed, our Director of Operations, or The Reverend Jimmy Bartz, Rector.

Sincerely,

Mr. R. J. P. B.

J. B.

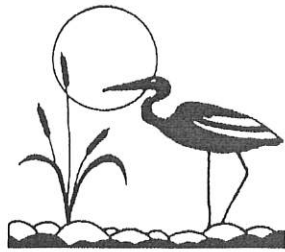
B. A. S.

David F. Fichtel

A

Ch. W. T.

Mr. S.



NATURESCAPE DESIGNS

ROLLAND C. KUHR • RLA • ISA • ASCA

Registered Landscape Architect • Landscape Contractor

Certified and Consulting Arborist • Plant Pest Control

P.O. Box 7426

Jackson, Wyoming 83002-7426

www.NaturescapeDesigns-jh.com

~~(307) 733-5564~~ • (307) 690-5564

June 15, 2020

Tyler Valentine
Senior Planner
Town of Jackson

RE: St. John's Episcopal Church

Dear Tyler,

It was a pleasure to meet with you and Andy Erskine and the Parks and Rec crew on May 28th to discuss St. John's request to remove thirteen trees on the east half of their property. As I informed you, I am a Registered Landscape Architect in Wyoming, a certified arborist and member of the International Society of Arboriculture, and the only Wyoming member of the American Society of Consulting Arborists.

In 2008, St. John's hired me to do a new landscape plan, which I submitted in March 2008 to the church, with a copy to Tyler Sinclair in the Town office. It was my recommendation then, as it is now, to remove the nine young narrowleaf cottonwoods (*Populus angustifolia*). It is my professional opinion, and the opinion of church officials, that these poplars should not have been planted so close to the existing spruces that grow along the west side of North Cache. These cottonwoods are damaging spruces when winds cause the branches to swing, hitting the spruces. The root system of these trees has also created unsafe conditions for people who walk under these trees. This species of cottonwood is notorious for having many surface roots and creating large "root knobs" that protrude above ground level, where people can twist their ankles and/or trip over them. It also makes lawn maintenance difficult, and when mowed, the roots continue to be damaged by the mowers.

The landscape plan I designed in 2008 recommended that these nine narrowleaf cottonwoods be removed. My plan shows that a number of other small trees, shrubs and flowers be planted around the buildings to add color and variety, which would make the site more aesthetically pleasing. My plan also includes mulching areas to enhance the site growing conditions for the trees and shrubs, and will make lawn maintenance easier, along with reducing the potential for lawn mower and string-trimmer damage. As a landscape architect and consulting arborist, I like to isolate the trees in mulched areas in the landscape plans I design. Over the many years I have lived and worked in Jackson Hole and elsewhere, lawn mower and string-trimmer damage to trees has been a common problem. As a consulting arborist and tree appraiser, I generally put a much higher value on healthy spruces more than on poplars.

I am also recommending that the two large "original" narrowleaf cottonwoods be removed for this project. These trees are slowly failing in health, and they "hover over" the existing boardwalk and North

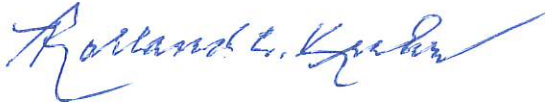
Tyler Valentine
June 15, 2020
Page Two

Cache. If the trees were to be blown down in a strong wind, damages would likely occur to vehicles and buildings, and injuries to people. My recommendation is to remove these old trees and replace them with flowering crabapples, which would complement the existing landscape.

The church would also like to have the two willow trees removed that are in the south portion of the large lawn area, just north of Browse N' Buy. The north willow appears to have been struck by lightning and is missing a large portion of its bark. This has created a condition that makes it structurally weaker. These trees, as willows, also have weak wood inherently and branches break easily in windy weather. The church is often needing to clean up twigs and branches after winds blow. If the Jackson Town Council requires two replacement trees, I recommend planting "Patmore" seedless green ash, planted paralleling the boardwalk on the north side of Browse N' Buy. Please keep in mind that my landscape plan calls for planting a number of other new trees, shrubs, flowers, and ornamental grasses, all to enhance the setting of the church buildings and making landscape maintenance easier.

Thank you for your consideration. Please let me know if you have any questions. I'd be happy to meet with you again, preferably on the St. John's Church grounds.

Sincerely,

A handwritten signature in blue ink, reading "Rolland C. Kuhr". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rolland C. Kuhr, RLA • ISA • ASCA
Registered Landscape Architect
Landscape Contractor
Certified/Consulting Arborist
Licensed Commercial Pesticide Applicator

RCK:ejk

Legend

- Proposed Ash Tree
- Proposed Spruce Tree
- Proposed Maple Tree
- Proposed Potentilla
- Existing Willow Tree (to be removed)
- Existing Cottonwood Tree (to be removed)
- Existing Spruce Tree (to remain)

St. John's Episcopal Church



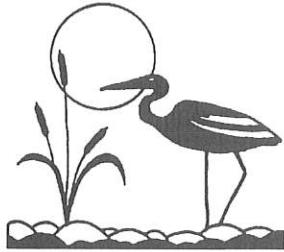
Cache Street

W. Gill Avenue

ST. JOHN'S
EPISCOPAL CHURCH
JACKSON HOLE
stjohnsjackson.org

Campus Landscape Plan





NATURESCAPE DESIGNS
ROLLAND C. KUHR • RLA • ISA • ASCA
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www.NaturescapeDesigns-jh.com
(307) 733-5564 • (307) 690-5564

August 13, 2020

Robyn Reed
St. John's Episcopal Church
Jackson, WY 83001

Robyn@stjohnsjackson.org

Dear Robyn,

The following is my **Cost Estimate** for work to be done at St. John's Episcopal Church.

To remove eleven large cottonwood trees and two large willows. There are uncertainties as to how much damage will occur to the lawn, especially where the willows have to come out. We will make every effort to keep lawn damage to a minimum. The excavation work for the removal of the two largest cottonwoods next to the boardwalk may have to be done by parking in the street parking strip, and it might be necessary to remove a portion of the boardwalk.

Cost Estimate: \$ 34,500 - \$ 38,500

The **Estimate** includes cleanup, dump fees, excavator work, travel fees, and costs for a lift, a grade-all, stump grinder, chipper, Case skidsteer. This includes lawn repair, spreading wood chips, and top-dressing with mulch.

This work should be done before mid-October, partly because of availability for sod to repair the lawn where needed.

Since this is a **Cost Estimate**, billing will reflect actual time and expenses incurred on this project.

If you approve this proposal and/or if you have any questions, please call me on my cell phone (690-5564) and/or respond by email to naturescapedesignslandscaping@gmail.com

We appreciate your consideration.

Sincerely,

Rolland C. Kuhr, RLA • ISA • ASCA
Registered Landscape Architect
Landscape Contractor
Certified/Consulting Arborist
Licensed Commercial Pesticide Applicator

RCK:ejk

Tyler Valentine

From: Robyn Reed <robyn@stjohnsjackson.org>
Sent: Friday, October 09, 2020 12:22 PM
To: Tyler Valentine
Subject: St. John's proposal

Hello Tyler,

After our conversations regarding our phased planting, we would like to amend the following.

The original phased plan

Phase 1 - plant two spruce trees in the Cache Street line of spruces following tree removal or as soon as seasonally possible.

Phase 2 - the following year, plant three maples and bushes around the labyrinth

Phase 3 - plant three ash trees after the completion of a Browse N Buy building/renovation

Amended phased plan

Phase 1 - plant two spruces trees in the line of spruces, three maple trees on the campus and bushes around the labyrinth immediately after tree removal or as soon as seasonally possible.

phase 2 - plant 3 ashes after the completion of the Browse N Buy rebuild/remodel with with the start date of this project not to exceed 5 years from the date of approval of the tree removal

Robyn Reed
Director of Operations
The Episcopal Church in Jackson Hole
PO Box 1690
170 N Glenwood St.
Jackson, WY 83001
(307) 733-2603 x 101



STAFF REPORT



MEETING DATE & TITLE: October 19, 2020 Town Council Regular Meeting

SUBMITTING DEPARTMENT: Finance

PRESENTER: Kelly Thompson, Finance Director

SUBJECT: Fiscal Year 2021 Budget - Amendment #1 **PUBLIC COMMENT:** Yes

PURPOSE & POLICY CONSIDERATIONS:

The purpose of this item is for Town Council to approve a resolution adopting amendments to the Town of Jackson's fiscal year 2021 budget.

REQUESTED ACTION:

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

RECOMMENDATION:

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

BACKGROUND:

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

ANALYSIS:

The attached resolution proposes modifications to the Town's current FY 2021 budget. The resolution represents the 2021 amended budget divided into budget divisions (Mayor & Council, Municipal Judge, Town Attorney, etc.). Significant items include budget amendment of \$362,026 transfers from General Fund to refund FY2020 transfers, \$322,500 to complete West Snow King Housing, \$396,698 to renovate Si Ferrin facility, and \$50,000 estimated expenditures for COVID-19. Of the expenditures, \$8,242,243 is unexpended FY2020 capital budget being rolled over to FY2021. \$510,487 are new expenditures, the bulk of which is Si Ferrin and COVID-19 related that have offsetting revenues.

ALTERNATIVES (Optional):

NONE

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

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

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

FISCAL IMPACT:

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

STAFF IMPACT:

Town Manager and Directors spend about 20 hours a month reviewing budget. About 10 hours is spent drafting quarterly budget amendments, Adoption of the resolution will require printing, signatures, and permanent record storage and archiving and will be approximately 1 hour of work by the Town Clerk.

ATTACHMENTS OR LINKS:

Resolution 20-23 adopting amendments to the Fiscal Year 2021 Budget.

Exhibit A – Schedule of Increases/Decreases.

SUGGESTED MOTION:

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

I move to approve Resolution 20-23 adopting amendments to the fiscal year 2021 budget.

RESOLUTION 20-23

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2021 BUDGET OF THE TOWN OF JACKSON.

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

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

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2021 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	325,266	-	325,266
Town Attorney	323,389	-	323,389
Municipal Judge	248,390	-	248,390
Administration	278,632	-	278,632
Town Clerk & Personnel	611,552	-	611,552
Finance	587,802	-	587,802
Community Development	436,097	-	436,097
Information Technology	550,258	-	550,258
Planning	980,928	-	980,928
Town-Wide Services	176,491	50,000	226,491
Town Facilities	605,209	-	605,209
Police - Administration	512,545	-	512,545
Police - Investigations	362,312	-	362,312
Police - Patrol	2,860,361	10,000	2,870,361
Police - Community Service	405,508	-	405,508
Police - Special Operations	19,394	-	19,394
Victim Services	280,620	-	280,620
Animal Shelter/Control	254,356	-	254,356
Building Inspections	359,887	-	359,887
Public Works Administration	301,810	-	301,810
Streets	1,200,488	1,000	1,201,488
Engineering	387,905	-	387,905
Yard Operations	30,197	-	30,197
Cemetery	15,267	-	15,267
Social Services	855,452	-	855,452
Community Initiatives	221,476	-	221,476
County-Budgeted Joint Programs	3,498,452	-	3,498,452
Transfers Out	763,174	362,026	1,125,200
Total General Fund	17,453,218	423,026	17,876,244
Affordable Housing	526,901	(250,000)	276,901
Total Affordable Housing Fund	526,901	(250,000)	276,901
Parking Exactions Fund	-	-	-
Total Parking Exactions Fund	-	-	-
Parks Exactions	-	-	-
Total Park Exactions	-	-	-
Employee Housing Fund	338,655	322,500	661,155
Total Employee Housing Fund	338,655	322,500	661,155
Animal Care Fund	55,000	-	55,000
Transfers Out	35,000	-	35,000
Total Animal Care Fund	90,000	-	90,000
Lodging Tax Fund	-	-	-
Transfers Out	334,224	-	334,224
Total Lodging Tax Fund	334,224	-	334,224

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
START Administration	863,087	-	863,087
START Operations	3,595,537	3,403	3,598,940
START Capital	1,840,000	6,053,250	7,893,250
START Indirect Cost Allocations	80,307	-	80,307
Total START Fund Expenditures	6,378,931	6,056,653	12,435,584
Capital Outlay	2,480,993	1,446,031	3,927,024
Transfers Out	150,000	-	150,000
Total Capital Projects Fund	2,630,993	1,446,031	4,077,024
Capital Outlay	50,000	55,133	105,133
Total 2006 SPET	50,000	55,133	105,133
Capital Outlay	75,000	124,707	199,707
Total 2010 SPET	75,000	124,707	199,707
Capital Outlay	232,500	7,467	239,967
Total 2014 SPET	232,500	7,467	239,967
Capital Outlay	20,000	9,750	29,750
Total 2016 SPET	20,000	9,750	29,750
Capital Outlay	190,000	632,369	822,369
Total 2017 SPET	190,000	632,369	822,369
Capital Outlay	-	-	-
Total 2019 SPET	-	-	-
Water Maintenance & Operation	852,187	-	852,187
Water Wells	289,321	-	289,321
Water Billing & Accounting	184,396	-	184,396
Water Capital Outlay & Improvements	521,118	24,139	545,257
Water Debt Service	108,220	-	108,220
Water Transfers Out	444,850	-	444,850
Sewage Plant Operations	955,456	8,300	963,756
Sewage Maint. & Operations	340,567	-	340,567
Sewage Billing & Accounting	169,285	-	169,285
Sewage Capital Outlay & Improvements	1,365,500	153,592	1,519,092
Sewage Transfers Out	444,850	-	444,850
Total Enterprise Funds	5,675,750	186,031	5,861,781
Employee Insurance	2,692,185	-	2,692,185
Total Insurance Fund	2,692,185	-	2,692,185
Fleet Expenditures	1,939,863	7,520	1,947,383
Total Fleet Management Fund	1,939,863	7,520	1,947,383
Central Equipment Expenses	-	108,253	108,253
Total Central Equipment Fund	-	108,253	108,253
IT Services	997,561	34,000	1,031,561
Total IT Service Fund	997,561	34,000	1,031,561
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	3,916,329	-	3,916,329
Licenses & Permits	996,540	-	996,540
Intergovernmental Revenue	5,386,074	50,000	5,436,074
Charges for Services	658,247	-	658,247
Fines & Forfeitures	327,500	-	327,500
Miscellaneous Revenue	350,479	10,000	360,479
Transfers In	1,005,007	-	1,005,007
Total General Fund	12,640,176	60,000	12,700,176
Licenses & Permits	250,000	-	250,000
Miscellaneous Revenue	20,000	-	20,000
Transfers In	276,901	-	276,901
Total Affordable Housing Fund	546,901	-	546,901
Licenses & Permits	51,000	-	51,000
Miscellaneous Revenue	14,500	-	14,500
Transfers In	-	-	-
Total Parking Exactions	65,500	-	65,500
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	3,900	-	3,900
Total Park Exactions	13,900	-	13,900

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	431,160	12,026	443,186
Transfers In	100,000	-	100,000
Total Employee Housing Fund	531,160	12,026	543,186
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	334,124	-	334,124
Miscellaneous Revenue	100	-	100
Total Lodging Tax Fund	334,224		334,224
Contributions & Donations	-	-	-
Total Vertical Harvest Fund	-	-	-
Contributions & Donations	-	-	-
Total Snow King Snow Making Fund	-	-	-
Intergovernmental Revenue	4,678,873	4,838,285	9,517,158
Charges for Services	1,176,437	-	1,176,437
Miscellaneous Revenue	13,000	-	13,000
Transfers In	420,497	-	420,497
Total START Fund Revenues	6,288,807	4,838,285	11,127,092
Intergovernmental	1,373,581	80,000	1,453,581
Miscellaneous Revenue	198,368	100,000	298,368
Transfers In	-	322,500	322,500
Total Capital Projects Fund	1,571,949	502,500	2,074,449
Miscellaneous Revenue	4,400	-	4,400
Total 2006 SPET	4,400		4,400
Miscellaneous Revenue	6,000	-	6,000
Total 2010 SPET	6,000		6,000
Miscellaneous	55,900	-	55,900
Total 2014 SPET	55,900		55,900
Miscellaneous	5,400	-	5,400
Total 2016 SPET	5,400	-	5,400
Miscellaneous	6,500	-	6,500
Total 2017 SPET	6,500	-	6,500
Taxes	2,221,566	-	2,221,566
Miscellaneous	3,500	-	3,500
Total 2019 SPET	2,225,066	-	2,225,066
Water Intergovernmental	-	-	-
Water Charges for Services	2,370,617	-	2,370,617
Water Miscellaneous	79,720	-	79,720
Water Transfers In	75,000	-	75,000
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	2,516,658	-	2,516,658
Sewage Miscellaneous	70,800	-	70,800
Sewage Transfers In	75,000	-	75,000
Total Enterprise Funds	5,187,795	-	5,187,795
Charges for Services	1,806,127	-	1,806,127
Miscellaneous Revenue	37,000	-	37,000
Transfers In	200,000	250,000	450,000
Total Employee Insurance Fund	2,043,127	250,000	2,293,127
Charges for Services	1,574,446	-	1,574,446
Miscellaneous Revenue	600	-	600
Total Fleet Management Fund	1,575,046	-	1,575,046
Miscellaneous Revenue	25,700	-	25,700
Transfers In	100,000	100,000	200,000
Total Central Equipment Fund	125,700	100,000	225,700
Charges for Services	820,643	-	820,643
Miscellaneous Revenue	1,000	-	1,000
Total IT Service Fund	821,643	-	821,643

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(4,813,042)	(363,026)	(5,176,068)
Affordable Housing	20,000	250,000	270,000
Parking Exactions Fund	65,500	-	65,500
Park Exactions Fund	13,900	-	13,900
Employee Housing Fund	192,505	(310,474)	(117,969)
Animal Care Fund	(29,800)	-	(29,800)
Lodging Tax Fund	-	-	-
Start Fund	(90,124)	(1,218,368)	(1,308,492)
Capital Projects	(1,059,044)	(943,531)	(2,002,575)
2006 SPET	(45,600)	(55,133)	(100,733)
2010 SPET	(69,000)	(124,707)	(193,707)
2014 SPET	(176,600)	(7,467)	(184,067)
2016 SPET	(14,600)	(9,750)	(24,350)
2017 SPET	(183,500)	(632,369)	(815,869)
2019 SPET	2,225,066	-	2,225,066
Enterprise Funds	(487,955)	(186,031)	(673,986)
Employee Insurance Fund	(649,058)	250,000	(399,058)
Fleet Management Fund	(364,817)	(7,520)	(372,337)
Central Equipment Fund	125,700	(8,253)	117,447
IT Services Fund	(175,918)	(34,000)	(209,918)

PASSED, APPROVED, & ADOPTED this 19th day of October , 2020

Town of Jackson

By:

Pete Muldoon
Mayor

ATTEST:

By:

Sandy Birdyshaw
Town Clerk

Exhibit A -Schedule of Increases\Decreases**General Fund Expenditures and Other Uses****Police - Patrol**

Training & Meetings	10,000	Crisis Intervention Team training
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Streets

R & M - Paint Projects	1,000	Curb painting approved at 9/8/2020 Council meeting
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Town-Wide Services

COVID-19	50,000	COVID-19 Specific Items
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Transfers Out

Transfer to Central Equipment	100,000	Refund transfers made in FY2020
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Transfer to Employee Housing	12,026	Refund transfers made in FY2020
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Transfer to Employee Insurance	250,000	Refund transfers made in FY2020
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Total General Fund	423,026	
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Special Revenue Fund Expenditures and Other Uses**Affordable Housing Fund**

Housing Supply Plan	(250,000)	Housing Supply Plan reduction approved at 6/15/2020 Budget Workshop
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Employee Housing Fund

Transfer to Capital Projects	322,500	Transfer approved at 6/15/2020 Budget Workshop
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START Operations

Radio Services	3,403	Snow King Antenna Repair
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START Capital

New Buses - Proterra	6,053,250	FY2021 Capital Equipment Budget Roll-Over
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Total Special Revenue Fund	6,129,153	
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Capital Project Fund Expenditures and Other Uses**Capital Projects Fund**

Si Ferrin Commercial Remodel	396,698	Si Ferrin Commercial Remodel
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Parks & Recreation Capital	326,825	West Snow King housing / Park Shop Capital Roll-Over
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Cache Creek Tube - Phase I	152,603	FY2021 Capital Project Budget Roll-Over
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Hansen Sidewalk	472,691	FY2021 Capital Project Budget Roll-Over
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Flat Creek/Karns planning/desi	25,000	FY2021 Capital Project Budget Roll-Over
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N Cache Streetscape Phase II	3,478	FY2021 Capital Project Budget Roll-Over
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Core Maintenance Facility	54,287	FY2021 Capital Project Budget Roll-Over
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Stormwater Improvements	14,450	FY2021 Capital Project Budget Roll-Over
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2006 SPET Fund

North King Street Charter Bus	59,904	FY2021 Capital Project Budget Roll-Over
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Downtown Amenities & Sidewalk	(4,771)	FY2021 Capital Project Budget Roll-Over
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2010 SPET Fund

LED - Snow King Ice Rink	50,723	FY2021 Capital Project Budget Roll-Over
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START - EVSE Proterra Charger	73,984	FY2021 Capital Project Budget Roll-Over
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2014 SPET Fund

Cache Creek Tube - Phase 1	7,467	FY2019 Capital Budget Rollover - pay out retainage
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2016 SPET Fund

West Broadway Landslide	9,750	Replating Landslide
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2017 SPET Fund

Hansen Sidewalk	632,369	FY2021 Capital Project Budget Roll-Over
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Total Capital Projects Fund	2,275,457	
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Water Fund Expenditures and Other Uses**Capital Outlay**

Center Street 790'-LF	5,000	FY2021 Capital Project Budget Roll-Over
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Zone 3 Tank Supply & Storage D	19,139	FY2021 Capital Project Budget Roll-Over
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EV-150 VacTron Trailer	17,816	Approved at 9/21/2020 meeting
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Repair & Maint - Dist Syst	(17,816)	Approved at 9/21/2020 meeting
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Total Water Fund	24,139	
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Sewer Fund Expenditures and Other Uses**Plant Operations**

Salaries & Benfits	8,300	Salary corrections
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Capital Outlay

Flat Creek Drive New Sewer Main	123,988	FY2021 Capital Project Budget Roll-Over
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Lift Station Upgrades	11,167	FY2021 Capital Project Budget Roll-Over
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John Deer - 950	18,437	FY2021 Capital Project Budget Roll-Over
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Total Sewage Fund	161,892	
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Internal Service Fund Expenditures and Other Uses**IT Service Fund**

SmartGov IT Planning Platform	34,000	FY2020 Capital Budget Rollover
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Fleet Management Fund

Salaries & Benfits	7,520	Salary corrections
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Central Equipment Fund

Vehicle - Patrol	6,256	FY2021 Capital Equipment Budget Roll-Over
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Vehicle - Police Administration	32,063	FY2021 Capital Equipment Budget Roll-Over
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General Government Equipment	30,000	FY2021 Capital Equipment Budget Roll-Over
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Pickup - Streets	39,933	FY2021 Capital Equipment Budget Roll-Over
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Total Internal Service Fund	149,773	
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Total Expenditures and Other Uses	9,163,440	
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General Fund Revenues and Other Sources

SLIB - COVID-19	50,000	SLIB Reimbursement COVID-19
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Police Ser-Special Event/Other	10,000	Community Foundation Grant: Crisis Intervention Team Training
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Total General Fund	60,000	
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Special Revenue Fund**Employee Housing Fund**

Transfer from General Fund	12,026	Refund transfers made in FY2020
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START Fund

FTA 5339/WY - Bus	2,080,825	FY2021 Capital Equipment Budget Roll-Over
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Low-No Grant	2,290,000	FY2021 Capital Equipment Budget Roll-Over
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SLIB START Grant (County)	467,460	FY2021 Capital Equipment Budget Roll-Over
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Total Special Revenue Fund	4,850,311	
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Capital Project Revenues and Other Sources**Capital Projects Fund**

Transfer In - Employee Housing	322,500	Transfer approved at 6/15/2020 Budget Workshop
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TAP - Scott Lane/Maple Way	80,000	Incorrectly left from budget resolution resolution
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Insurance Reimbursement	100,000	Si Ferrin Reimbursement
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Total Capital Projects Fund	502,500	
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Internal Service Fund Revenues and Other Sources**Central Equipment Fund**

Transfer from General	100,000	Refund transfers made in FY2020
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Employee Insurance Fund

Transfer from General	250,000	Refund transfers made in FY2020
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Total Internal Service Fund	350,000	
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Total Revenues and Other Sources	5,762,811	
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STAFF REPORT



MEETING DATE & TITLE: October 19, 2020 Town Council Regular Meeting

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

SUBJECT: Resolution 20-24 Authorizing State Coronavirus Relief Grant Application **PUBLIC COMMENT:** Yes

PURPOSE & POLICY CONSIDERATIONS:

In order to be eligible to submit a Coronavirus Relief Grant application to the Office of State Lands and Investments (OSLI), a Resolution and a Certification Statement is required.

REQUESTED ACTION:

Staff requests the Town Council approve Resolution 20-24 and the Certification Statement as presented, subject to any corrections, authorizing staff to submit a grant application to the Office of State Lands and Investment for Coronavirus Relief and authorize the Mayor and/or staff to execute and submit any and all future documents or agreements associated with this grant application.

RECOMMENDATION:

Staff recommends the Town Council approve Resolution 20-24 and the Certification Statement as presented, subject to any corrections, authorizing staff to submit a grant application to the Office of State Lands and Investment for Coronavirus Relief and authorize the Mayor and/or staff to execute and submit any and all future documents or agreements associated with this grant application.

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. Since that application, SLIB created a formula to allocate remaining State CARES funds. The Town of Jackson is now eligible for a total \$5,586,859 with \$4,863,860 remaining.

ANALYSIS:

Staff has learned that all public safety substantially impacted by new COVID-19 responsibilities is being considered for approval by SLIB. Our previous grant used the term "presumption method" which is defined as "spent more than 51% of their time " substantially dedicated to mitigating or responding to the COVID-19 public health emergency". Our team has and continues to contribute greater than 51% of their time related to COVID-19 public health emergency. We estimate that figure to be \$2.8 million from 3/1/2020-12/15/2020. This leaves approximately \$1.8 million remaining. Per discussion with Council and the community, we see an additional opportunity to act as a passthrough with our funds. This will ensure available funding is utilized within our local community. Staff recommends the below options to utilize funding locally.

Non-Governmental Organizations:

We have been informed the Town could potentially act as passthrough or sponsor to a non-governmental organization (NGO). An NGO is a non-profit group that functions independently of any government. We issued an invitation to apply to all current health and human service contracts who received funding in the FY2021 budget. We received 2 applications totaling \$13,724.

Testing Kits:

Staff reached out to Teton County Public Health and St. John's Health about purchasing testing kits. We feel testing kits are an approved expenditure and an asset to all community members. Both entities stated their vendors are ready to provide testing kits to ensure we meet SLIB deadlines. We are applying for \$500,000 for each entity.

We communicated the following to entities applying for passthrough funds:

- This is an application and not to be interpreted as funding approved by Town or SLIB.
- The Town is not responsible for reimbursing an entity should timing, SLIB, AG, etc. not reimburse funds for whatever reason.
- The Town will draft an agreement with terms to bind the applicant to Town responsibilities.
- These are federal funds subject to requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. Should an audit deem expenditures to be noncompliant with CARES Act terms and request a refund, applicants will be held liable by the Town for those funds.

ALTERNATIVES (Optional):

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 \$2,918,812 grant revenue to reimburse prior Town expenditures. This could be reallocated to other Council priorities once funding is received. 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. There is potential for future audits to deem expenditures not COVID-19 specific. If found, Town could be held liable for reimbursing federal funds.

\$1,013,724 would be passthrough funds. Town would not keep any of these funds. Town staff will review all documentation before submitting to SLIB for reimbursement. There is potential for future audits to deem expenditures not COVID-19 specific. If found, Town could be held liable for reimbursing federal funds.

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:

Resolution 20-24

Certification Statement

Coronavirus Relief Grant Program Application

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

I move to approve Resolution 20-24 authorizing grant submission and the related Certification Statement as presented, subject to any corrections and authorize staff to submit a grant application to the Office of State Lands and Investment for Coronavirus Relief and authorize the Mayor and/or staff to execute and submit any and all future documents or agreements associated with this grant application.

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A CORONAVIRUS RELIEF GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE

TOWN OF JACKSON

FOR THE PURPOSE OF:

FUNDING PAYROLL EXPENSES, REMOTE MEETING INFRASTRUCTURE, PUBLIC NOTICING, MARKETING SUPPORT, PPE SUPPLIES, FACILITY UV PURIFICATION FOR HVAC, 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.

(State Purpose of Project)

WITNESSETH

WHEREAS, the Governing Body for the TOWN OF JACKSON

desires to participate in the CORONAVIRUS RELIEF GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the TOWN OF JACKSON

recognizes the need for the request; and

WHEREAS, the Coronavirus Relief Grant program requires that certain criteria be met, as described in the State Loan and Investment Board’s Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF JACKSON

that a grant application in the amount of \$3,932,536

(Amount being requested)

be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the

TOWN OF JACKSON COVID-19 RESPONSE

(Name of Funds Requested)

BE IT FURTHER RESOLVED, that

Larry Pardee, Town Manager, Roxanne Robinson, Assistant Town Manager, and Kelly Thompson, Finance Director

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the TOWN OF JACKSON

to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

19th

(Date)

day of

October 2020

(Month)

(Year)

(Signature)

Pete Muldoon, Mayor

(Name and Title)

Attest:

(Signature)

Sandy Birdyshaw, Town Clerk

(Name and Title)

State of Wyoming
State Loan and Investment Board
Coronavirus Relief Grant Program

APPLICANT INFORMATION

Applicant Category

Government Entity:

X

Medical Entity:

Tribal Council:

Applicant

Town of Jackson

Mailing Address

P.O. Box 1687

City

Jackson

State

WY

Zip

83001

E-Mail Address

lpardee@jacksonwy.gov

Phone #

307-733-3932

Tax ID #:

83-6000069

Contact Person
(Name and Title)

Larry Pardee, Town Manager

Phone #

307-733-3932

E-Mail Address

lpardee@jacksonwy.gov

WYOMING CORONAVIRUS RELIEF FUND INFORMATION

CRG Funding Name

TOWN OF JACKSON COVID-19 RESPONSE

Amount of Funding Requested

\$3,932,536

NOTE: This amount must match the amount on the submitted resolution

List all other funding sources for the project in the table below including the status and amount expended, if any.

Other Funding Source Description	Amount	Status*		Amount Expended	Funding Percentage
		Pending	Approved		
					0.00%
					0.00%
					0.00%
25					0.00%
Total Other Funding	\$0			\$0	

*Documentation to support the status must be attached to the Application Packet.

Estimated Total Funding Request:

\$3,932,536

Balance of Request Unfunded:

3,932,536

Auto Calculated
(Estimated Project Costs less Amount Expended)

Estimated Funding Percentage:

100%

(Final Funding Percentage is Determined by Board Approved Amount)

% is auto calculated
(Amount Requested/Estimated Project Costs)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements, if approved.
To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.
I further certify by signing and submitting this application that all program eligibilty criteria have been reviewed and this application reflects the criteria.
I understand that if grant funds spent are later found to be ineligible, the applicant will be requested to pay back the ineligible funds within 15 days to the Office of State Lands and Investments.

Signature

Date

Larry Pardee, Town Manager

Name and Title (typed)

Applicant: Town of Jackson

CRG Request Type TOWN OF JACKSON COVID-19 RESPONSE

1. Are the funds being applied for to cover costs for necessary expenditures incurred due to the public health emergency with respect to the COVID-19?

Yes	No
X	

2. Are the funds being applied for used to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020?

Yes	No
X	

3. Are the funds being applied for used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020?

Yes	No
X	

4. Will the funds be fully expended (not just encumbered) by December 30, 2020?

Yes	No
X	

5. Will there be reporting requirements (in addition to SLIB's) related to the use of the funds, if any? If yes, please explain below.

Yes	No
	X

N/A.

6. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity is eligible for.

25

7. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity has applied for.

As noted in line 6 above, WYDOT and Idaho Transportation entities have allocated funds to the START bus system. No transit expenditures are being applied for from SLIB.

8. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity has received.

As noted in line 6 above, WYDOT has distributed approximately \$561,000 in CARES funding.

Teton County Public Health Department provided \$6,514 via Public Health Emergency Preparedness grant. None of these expenditures are being applied towards SLIB application.

Applicant: Town of Jackson

CRG Request Type TOWN OF JACKSON COVID-19 RESPONSE

1. Briefly describe the reason for which you are requesting funding. (Please attach extra pages if needed.)

The Town of Jackson is requesting funding to cover direct expenses incurred related to the COVID-19 response because 1) these funds were not anticipated, budgeted or authorized in the FY20 budget, 2) with the severe economic downturn in visitation, sales tax, lodging tax, disposable income for locally unemployed residents the Town had to quickly cut approximately 10% from the FY20 budget during the 4th quarter, 3) the Town needed to use all available fund reserves in FY20 and FY21 above recommended thresholds to offset revenue losses in sales and lodging tax and therefore could not utilize fund reserves to cover expenditures related to the provision of core services, 4) the Town reduced the revenue projections for sales and lodging tax by 50% for FY21, and 5) record high levels of overtime in law enforcement and fire safety were necessary and utilized funding.

2. Describe how the funds being applied for are to cover costs for necessary expenditures incurred due to the public health emergency with respect to the COVID-19. (Please attach extra pages if needed.)

See attachment Narrative Regarding Expenditures to Date and Estimate Through December 2020

3. Describe how the funds being applied for were used or are to be used to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020 for necessary expenditures incurred due to the public health emergency with respect to the COVID-19. (Please attach extra pages if needed.)

See attachment Narrative Regarding Expenditures to Date and Estimate Through December 2020

COVID-19 Expenditures	Expected Amount	Expenditures to date and estimate source
PPE and Mask Supplies	\$ 100,000	Approximately \$50,000. Internet research and local vendors were contacted for availability and pricing.
Facility UV Purification for HVAC	\$ 20,000	Approximately \$25,000. Internet research and local vendors were contacted for availability and pricing.
Supplemental facility cleaning	\$ 20,000	Approximately \$10,000. Local vendors were contacted for availability and pricing.
Public Safety Payroll	\$ 2,743,812	see Payroll - Supplemental Information attachment
Employee COVID-19 Testing	\$ 10,000	Approximately \$4,900 spent to date. Based on actual testing cost.
Housing Assistance	\$ 25,000	Approximately \$25,000 has been spent. Based on actual cost.
Testing Kits:		
Teton County Health Department	\$ 500,000	Estimate based on actual vendor cost and amount kits available to purchase by 12/15/2020.
Teton County Hospital District, dba St. John's Health	\$ 500,000	Estimate based on actual vendor cost and amount kits available to purchase by 12/15/2020.
Teton Youth and Family Services (NGO)	9,413	PPE, employee COVID testing, information technology, and facility cleaning
Teton Literacy Center (NGO)	4,311	PPE, facility cleaning, and virtual learning
Total	<u>\$ 3,932,536</u>	

Your Name: Sarah Cavallaro

[illegible]

When completed, save spreadsheet and email to kthompson@jacksonwy.gov

Agency Name: Teton Literacy Center

Your Name: Laura Soltau

Date of Expenditure	Expenditure Description	Relation to COVID	Amount
8/3/20	Premier Green Cleaning	Additional Cleaning	\$ 1,180.00
8/9/20	Zoom	Tech Program to support virtual learning	\$ 127.12
8/11/20	Brightwheel	Tech Program to support virtual learning	\$ 865.00
8/31/2020	Macy's Inc	Handwashing station	\$ 117.74
9/2/20	Teton Tech	Tech support for remote work	\$ 522.20
9/15/2020	Springter Heating	Airscrubber	\$ 1,135.00
9/16/2020	Mountain Valley Glass	Plexiglass barrier	\$ 364.00

Grand Total: **\$4,311.06**

When completed, save spreadsheet and email to kthompson@jacksonwy.gov

Narrative Regarding Expenditures to Date and Estimate Through December 2020

Payroll Expenses:

To Date: For a period of time, the majority of law enforcement time was substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Moving forward, depending on public health orders, this could again be the case in Jackson, WY. Time tracking for time spent on COVID-19 was immediately instituted for sworn law enforcement and is tracked each pay period. Additionally, during the initial stages of the pandemic, public information staff, IT staff, and Town leadership staff members were solely focused on responding to and mitigating impacts of the public health emergency. The steps involved and the time it takes to prepare for these additional special and emergency meetings, manage them remotely, conduct the proper public noticing, follow through with required advertising preparation is extensive.

Future: With any increase in cases, or more public health orders, law enforcement will again have their focus primarily on responding to issues related to COVID-19 and the majority of law enforcement time will be substantially dedicated to mitigating or responding to the COVID-19 public health emergency. With the validated increase in visitation in Jackson up from 2019 levels for June already, our law enforcement COVID-19 response will intensify. Time tracking will be used moving forward for time spent on COVID-19. Should we see further emergency orders and intensified closures and restrictions, public information staff, IT staff, and Town leadership staff members will again be required to solely focus on responding to and mitigating impacts of the public health emergency. Information Technology staff will begin training other paid staffers that are exempt and non-exempt to be able to serve in backup capacity for handling the remote meeting portion of meetings as the workload is overwhelming and exhausting for our small IT staff. This will be time spent by staffers who are unable to work on their regular duties and includes the Town Clerk, Public Information Officer, Administrative Assistants, Public Engagement Specialist, etc. The steps involved and the time it takes to prepare for these additional special and emergency meetings, manage them remotely, conduct the proper public noticing, follow through with required advertising preparation is extensive.

PPE and Mask Supplies:

To Date: The Police Department and START Bus staff required PPE to continue to provide services and protect the health safety and welfare of our employees as well as the public. In order to reopen facilities safely and provide a safe working environment the Town purchases disposable masks and provides those free of charge to the public upon entering our facilities.

Future: In order to remain open to the public and provide public transportation services and critical law enforcement, water, sewer, streets and infrastructure services, additional PPE and mask supplies will be needed. The longer the pandemic continues, supplies will be used up and more will be needed to keep citizens and guests safe.

Supplemental facility cleaning:

To Date: In order to bring employees back into facilities to provide government services safely, the Town increased its cleaning and sanitizing of facilities through our contractor.

Future: With the continuation of the pandemic, this ongoing additional cleaning is necessary to protect employees and the public from infection and community spread.

Employee COVID-19 Testing:

Public health orders mandate testing for certain individuals who show symptoms or are on a contact list. These expenditures are covered by the Town's self-funded insurance plan per federal mandate. These expenditures were unbudgeted and directly related to COVID-19 health orders.

Housing Assistance:

The COVID-19 pandemic has forced many community members to leave their current residence to safely quarantine or isolate due to either exposure or a positive COVID-19 test. Public health orders require isolation in some cases. Many of the individuals do not have the means to pay for a hotel room for two weeks and many also live in overcrowded housing where the opportunity to self-isolate within the residence does not exist. The Housing Department has been helping place these individuals into temporary housing when the need has arisen and seeks reimbursement for these costs incurred because of the COVID-19 pandemic. These costs were unbudgeted and are required to maintain compliance with public health orders.

Testing Kits:

Fast, readily available testing will help contact tracers and case investigators know if a person with symptoms in our community is infectious so we can slow the spread of COVID-19. Fast rapid testing will allow TCHD contact tracers to identify potential clusters and quickly identify positive cases. By purchasing this type of testing we will be able to bolster our current testing availability so that the community can easily get access to COVID-19 testing.

Non-Governmental Organizations:

We have determined certain NGOs eligible for CARES Act funding. A NGO is a non-profit group that functions independently of any government. We issued an invitation to apply to all current health and human service contracts who received Town of Jackson funding in the FY2021 budget. We received 2 applications from Teton Youth and Family Services and Teton Literacy Center totaling \$13,724. They have provided receipts and seek reimbursement for PPE, employee COVID testing, information technology, and facility cleaning. These expenditures were unbudgeted and impacted by COVID-19.

Title: Town Clerk

New or Pre-Existing: Pre-existing

Anticipated Function: Provides professional coordination and management of Town of Jackson paper and electronic public records and agenda and meeting preparation and execution.

Substantially Changed Function: The Clerk's functions were substantially increased because of the addition of Town Council meetings needed to address COVID-19 issues. With the addition of each special council meeting, time is spent contacting each council member for their availability, creating agendas, publishing agendas, sending special meeting notices, and clerking each meeting to record official proceedings. The clerk spent additional time on official meeting proceedings and the amount of legal publishing increased. Not only did the number of council meetings increase, but the method of meetings changed to include remote attendance. Remote attendance requires additional time to prepare for a virtual meeting and set-up for each council meeting. The clerk processes the town council's correspondence. The amount of additional correspondence to the town council was well-doubled due to comments on COVID-19 and public health orders.

COVID-19 Necessity: The additional town council meetings specifically addressed COVID-19 related issues, such as declaring a state of emergency; protection of town employees in town facilities; the immediate preservation of the public peace, health, safety or welfare; to prevent and slow the potential spread of COVID-19; and to significantly reduce the likelihood of an overwhelming strain on our local health care and emergency service systems.

Title: Assistant Town Manager

New or Pre-Existing: Pre-existing

Anticipated Function and COVID 19 Necessity: Provides professional oversight of all personnel/human resource functions of the Town of Jackson. Provides policy recommendations and technical assistance to elected and appointed boards. Provides professional managerial and subordinate staff development. Provides professional short, mid-range, and long-term departmental strategic planning.

Substantially Changed Function: Drafting and editing staff reports related to COVID-19 issues. Explanations and reasoning needed to be explained to the Town Council in order for them to make informed decisions. Conferring with Town leadership staff on content of staff reports related to COVID-19 issues. Sound reasoning is necessary and clear and concise information needed to be presented as a united front from staff in order to assist the Council in making decisions. Conferring with Town leadership staff on COVID-19 issues affecting Town of Jackson citizens, businesses, and guests. Personal property, business, privacy, health safety and welfare issues needed to be addressed to protect the citizens, visitors and businesses in the community both in the short term and in the long term for the viability of our tourist economy moving forward. Clarify issues and answering questions related to and compliance with Council rules and procedures related to COVID-19 issues. The Town Council desired to make procedural changes as well as rule changes to how Council meetings were run while still providing transparency to the public and information out to the public on issues affecting the Town of Jackson all while social and physical distancing. In Town Council regular, special and emergency meetings and briefings addressing COVID-19 issues. Staff needed to be at these meetings to be available to answer questions, clarify issues, and provide procedural advice. Drafting and sending memos to staff on updated policies, closures, health and travel restrictions, leave time, telecommuting, and personnel matters related to COVID-19 issues. Staff needed information as to how leave would change, how telecommuting would work and what the

expectations were regarding telecommuting, how access to and occupation of Town Hall and other facilities would work while social distancing and meeting public health orders and recommendations and how benefits might be affected as a result of COVID-19. Addressing separation and unemployment issues as a result of COVID-19 and early shutdown of transit service. A large number of seasonal bus drivers were instantly laid off due to service reductions and then continued to remain off work due to economic conditions and reduced service demand. Addressing emergency housing needs, leases, property management issues as a result of COVID-19 unemployment scenarios for winter, fall, and summer seasonal transit staff. Seasonal transit staff that were laid off no longer had income and still needed housing. Rent reductions were provided and leases were extended to assist, and this required paperwork. Preparing and finalizing sanitizing protocols for facilities. In order to bring back staff safely to the Town Hall, protocols needed to be put in place to ensure cleaning and sanitizing was occurring with expectations set for all staff. Addressing issues with Department Directors for operational changes in their departments as a result of COVID-19. With budget shortfalls and cutbacks, operational changes needed to occur which impacted duties of specific positions related to transit and support staff, Department Directors needed direction for these changes. Addressing budget shortfall and cutbacks and financial projections as a result of COVID-19 and resulting economic situation. Economic shortfalls resulted in drastic cutbacks needed in all departments on short notice. Through attrition some staff left and reorganizing of duties needed to occur.

Title: Public Information Officer

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: Public Information Coordinator under Unified Command of ESF#15 (external affairs)

Anticipated Function: Maintains external communications and plans and executes Town of Jackson information programs. Coordinates public outreach and media strategies. Processes and manages special events.

Substantially Changed Function: Responsible for public message boards/displays strictly relating to COVID. For the Town of Jackson I was responsible for updating/posting/creating informational content that was 100% COVID specific to our social media platforms, website and other collateral. Coordinated radio interviews with community leaders on local radio with respect to COVID19 information. Responsible for maintaining appropriate PPE for customers of Town Hall. Organized and produced weekly COVID-19 Community Updates. Participated in up to 4 meetings per week that were specifically related to COVID-19 topics. Assisted with Flex Space and Parklet application and review process.

COVID-19 Necessity: All these were necessary for coordinating information in regard to COVID and the Town's response.

Title: Administrative Assistant

New or Pre-Existing: Pre-existing

Anticipated Function: Employee recruitment and selection, property management assistance, records management, and associated clerical and administrative duties as assigned.

Substantially Changed Function: Meeting on reduction of hours for START drivers due to COVID. Managing unemployment benefit notifications to employees whose hours were cut or were furloughed or

terminated due to COVID. Writing protocol for new Town Hall cleaning requirements in response to COVID. Liaison between mask supplier and department heads on procuring masks. Part of internal cleaning/sanitizing office common spaces.

COVID-19 Necessity: Cleaning measures and staffing changes required implementation to maintain operations within the confines of COVID restrictions.

Title: Information Coordinator

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: Personnel, records prep and processing, website content, event and travel coordination, and associated clerical and administrative duties as assigned.

Anticipated Function:

Substantially Changed Function: Became Town liaison regarding emails from community members regarding COVID issues. Responded to emails submitted via the Town's website and followed-up as needed with concerned citizens.

COVID-19 Necessity: All these were necessary for coordinating information in regard to COVID and the Town's response.

Title: Town Attorney

New or Pre-Existing: Pre-existing

Anticipated Function: Performs a variety of complex, high-level, administrative, technical, and professional legal work for the Town of Jackson, Mayor, Town Council, and departments. Prosecutes crimes, gathers evidence, conducts civil lawsuits, negotiates contracts, mediates disputes, writes, reviews and approves ordinances, resolutions, contracts, and leases, and ensures Town compliance with local, state, and federal law.

Substantially Changed Function: Legal research and drafting emergency ordinances and procedures concerning public health and COVID response. Reviewed State and Federal laws of public facility access, employment law regarding rights/duties/obligations of Town as an employer, enforcement, public noticing, constitutional law, statutory law, face coverings and open meetings requirements to ensure compliance. Attended special COVID specific meetings of Town Council, attended staff meetings to convey legal issues/advice, attended standing, weekly COVID Emergency ops meetings. Worked with all departments individually on specific COVID response issues. Created a COOP plan to address change in operations.

COVID-19 Necessity: These changes were Necessary to ensure public health, safety and welfare duties of the Town were all achieved without violating legal rights of citizenry and/or Town employees, to ensure any laws enacted were enforceable and appropriate, to keep Town staff and Council updated on developments under the law and public health policy, all of which enabled the Town to carry out its core municipal functions and its added burdens because of the COVID public health crises properly, legally and appropriately.

Title: Patrol Officer

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: Enforces laws, investigates and prevents crime, patrols assigned areas, responds to disturbances and calls for service, conducts searches, proactively seeks out and investigates suspicious activities, and apprehends and detains suspects.

Anticipated Function: Enforces laws, investigates and prevents crime, patrols assigned areas, responds to disturbances and calls for service, conducts searches, proactively seeks out and investigates suspicious activities, and apprehends and detains suspects.

Substantially Changed Function: New duties include code enforcement inside Town municipality and airport; PPE

COVID-19 Necessity: Assigned to PT duties to achieve public health and safety goals

Title: Investigation

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: Division

Anticipated Function: Protects Town of Jackson citizens and visitors, investigates crime, interviews victims and witnesses, interrogates suspects, gathers evidence, conducts searches, serves warrants, performs surveillance, reports findings, maintains positive community relations, testifies in court, and performs Police Officer duties as required.

Substantially Changed Function: Converted to Operation Section Chief in the EOC command structure. Participate in weekly EOC command meetings and support as needed. PPE inventory and management duties.

COVID-19 Necessity: Assigned to PT duties to achieve public health and safety goals

Title: Community Service Officer

New or Pre-Existing: Pre-existing

Anticipated Function: Performs parking and animal control law enforcement. Issues citations and warnings, investigates abandoned vehicle violations, and performs vehicle identification number (VIN) inspections. Ensures public safety during special events and assists with traffic control.

Substantially Changed Function: Compliance checks at public areas and private entities within municipal city limits. This ensured State and local COVID mandates were being followed. Suspended parking enforcement operation to allow for COVID duties.

COVID-19 Necessity: Assigned to PT duties to achieve public health and safety goals

Title: Victim Services Advocate

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: EOC Support Staff

Anticipated Function: Provides professional and comprehensive direct services to victims of crime and their families. Fosters opportunities that permit victims greater participation and representation throughout the criminal justice process.

Substantially Changed Function: Reassigned from Town org chart to EOC on a daily basis. Responsible for updating message boards, creating flyers, and public communications per EOC direction.

COVID-19 Necessity: Assigned as FT equivalent at EOC to assist with Public health and safety goals

Title: Community Service Officer - Parking Enforcement

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: EOC Support Staff

Anticipated Function: Performs parking enforcement. Issues citations and warnings, investigates abandoned vehicle violations, and performs vehicle identification number (VIN) inspections. Ensures public safety during special events and assists with traffic control.

Substantially Changed Function: Reassigned from Town org chart to EOC on a daily basis. Responsible for all Spanish communications and translations including sit rep updates, social media, message boards, community impact board, and public communications per EOC direction.

COVID-19 Necessity: Assigned as FT equivalent at EOC to assist with Public health and safety goals

Title: Chief of Police

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: Operations Section Chief

Anticipated Function: Provides professional oversight of all law enforcement functions of the Town of Jackson. Provides professional managerial and subordinate staff development. Provides professional short, mid-range, and long-term departmental strategic planning. Provides professional oversight of personnel recruitment, retention, hiring, firing, discipline, and recognition programs.

Substantially Changed Function: Converted to Operation Section Chief in the EOC command structure. Weekly unified command responsibilities and meetings became new duties. New responsibilities included COVID-19 COOP plan, PPE inventory management, adjust PD operational structure for Covid-19 safety; daily special meetings and public communications as information changes; COVID compliance checks.

COVID-19 Necessity: Assigned to Incident command team to achieve public health and safety goals for the community

Title: Lieutenant

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: Branch Director

Anticipated Function: Provides direct and professional assistance concerning the planning, organization, and management of personnel, programs, and general functions of Town of Jackson Police Department. Provides professional oversight of all law enforcement functions of the Town of Jackson.

Substantially Changed Function: Converted to Branch Director in the EOC command structure. Weekly unified command responsibilities and meetings became new duties. New responsibilities included COVID-19 COOP plan, PPE inventory management, adjust PD operational structure for Covid-19 safety; daily special meetings and public communications as information changes; COVID compliance checks.

COVID-19 Necessity: Assigned as a branch manager to achieve public health and safety goals

Title: Community Service Sergeant

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: Division

Anticipated Function: Serves in a leadership role among community service officers and serves as liaison to Animal Shelter.

Substantially Changed Function: Converted to Division Director in the EOC command structure. Weekly unified command responsibilities and meetings became new duties. New responsibilities included PPE inventory management and internal control, adjust CSO operation structure, daily special meetings and public communications as information changes, manage social media platform and COVID compliance checks.

COVID-19 Necessity: Assigned to PT duties to achieve public health and safety goals

Title: Finance Director

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: Deputy Finance Chief

Anticipated Function: Provides professional oversight of all financial functions of Town of Jackson. Provides policy recommendations and technical assistance to elected and appointed boards. Provides professional managerial and subordinate staff development. Provides professional short, mid-range, and long-term departmental strategic planning.

Substantially Changed Function: Assigned Deputy Finance Chief in the EOC command structure. New duties include weekly unified command meeting, COVID expenditure tracking and departmental budget assessment.

COVID-19 Necessity: Assigned PT duties as defined within the EOC plan to track COVID expenditures and a member of economic recovery support.

Title: Town Manager

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: Town of Jackson Representative

Anticipated Function: Responsible to the Mayor and Town Council for the proper administration of all affairs of the Town placed in his charge and all day-to-day operations.

Substantially Changed Function: Town point person on Emergency Management Executive committee; special meetings, performed data collections for Rich and EOC website daily

COVID-19 Necessity: Assigned EOC duties necessary to ensure COVID response is tracked and budgeted for across the Town organization.

Title: Community Engagement Specialist

New or Pre-Existing: Pre-existing

Emergency Operations Command Title: Emergency Response Function #15

Anticipated Function: Position plans, develops and executes public engagement efforts related to communications and strategic development for complex community wide issues and efforts of the Town of Jackson.

Substantially Changed Function: On March 13, became Emergency Response Function #15 in the Incident Command Structure to coordinate county and town wide messaging related to the COVID-19 pandemic including creation and maintenance of two COVID-19 websites in English and Spanish; organized and

participated in daily public briefings and coordinated messaging and releases; created and executed weekly Community Updates; participated in special and emergency Council meetings; coordinated joint communication efforts with other public entities including signs, and banners throughout county focused on everything from COVID testing to resources for the food insecure.

COVID-19 Necessity: New FT EOC duties were Town's responsibility, necessary to continue essential functions, and to coordinate consistent messaging about Public Health Orders and keep our community safe and healthy

Title: Community Development Director

New or Pre-Existing: Pre-existing

Anticipated Function: Provide strategic development and strategic organization wide planning, direct public engagement efforts, oversee all long-range development functions for Town Departments and coordinate long range development and engagement efforts.

Substantially Changed Function: Focused on COVID specific communications; created and maintained COVID-19 website; became a member of Emergency Operations Incident Command structure; daily public briefings and releases; special Council meetings; coordinated joint communication efforts with other public entities.

COVID-19 Necessity: New duties were Town's responsibility, necessary to continue essential functions, and to coordinate consistent messaging about Public Health Orders and keep our community safe and healthy

Title: IT Director

New or Pre-Existing: Pre-existing

Anticipated Function: Provides professional oversight of all information technology functions of Town of Jackson. Provides professional oversight concerning administration of information systems (IS) programs, hardware and software, specification, research, design, purchase technical support, implementation, daily operation, systems backup, and technology related training. Provides policy recommendations and technical assistance to elected and appointed boards. Provides professional managerial and subordinate staff development.

Substantially Changed Function: The entire Town of Jackson enterprise has turned to technology for not only public outreach and public meetings, but also internal communications and virtual meeting platforms in order to achieve its day-to-day functions.

COVID-19 Necessity: These changes are necessary to provide physical distancing such that all Town employees, elected, and public have a safe environment to work in and conduct business with the Town of Jackson.

OFFICE OF STATE LANDS AND INVESTMENTS
Coronavirus Relief Grant Program
Certification Statement

WHEREAS, the Governing Body for the
TOWN OF JACKSON

Hereby Certifies that the funding being applied for under the WYOMING CORONAVIRUS RELIEF FUND GRANT program meets the requirements set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). It is further certified that the funding being applied for meets the requirements of 2020 Spec. Session 1, SEA No. 001.

The CARES Act provides that payments from the Grant Fund may only be used to cover costs that:

- 1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019;
- 2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
- 3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

If any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

BE IT FURTHER RESOLVED, that
Larry Pardee, Town Mgr, Roxanne Robinson, Asst Town Mgr, and Kelly Thompson, Finance Director
(Name and Title of Person(s))

are hereby designated as the authorized representatives of the
Certification Statement
to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS
19th day of October 2020
(Date) (Month) (Year)

(Signature)
Pete Muldoon, Mayor
(Name and Title)

Attest:

(Signature)
Sandy Birdyshaw, Town Clerk
(Name and Title)

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: October 19, 2020

RE: Town Manager's Report

Street Operator Position

We have had a resignation in the position of Street Operator for the Town of Jackson and the employee has given their two week notice. Street Operators are critical response positions and remove snow in the winter and perform a myriad of duties in the summer including boardwalk replacement, curb painting, street patching and crosswalk installation, street sweeping, etc. This full time position is fully funded in the FY21 budget and is integral to meeting our current level of service for FY21. As you may recall, in the Council approved FY21 budget, the seasonal winter plow driving position has already been eliminated. The reduction of this winter seasonal position will result in a decreased level of service for the winter season. Should we also eliminate this full time Street Operator position, there will be an additional significant reduction in snow removal operations this winter as well as summer operations. The community will see slower snow removal response times with fewer drivers and vehicles operating to remove snow. Staff intends to fill this vacancy in the position of Street Operator unless Council wishes to discuss further reducing our level of service in street operations for the remainder of FY21.

Associate Planner Position

We have had a resignation in the position of Associate Planner for the Town of Jackson and the employee will be leaving as of October 23, 2020. The current workload in the Planning Department is such that it is important that we replace this position as soon as possible in order to maintain timelines for the public process and keep up with current and long range planning efforts currently underway. This full time position is fully funded in the FY21 budget and is integral to meeting our current level of service for FY21. Should we eliminate this position, the community and Council will see significant delays in long range planning efforts as the remaining staff will need to work on current planning in order to serve the public and meet timelines in the Land Development Regulations. Planning positions are critical in resort communities and especially in Jackson during these times of pivotal decisions. Staff intends to fill this vacancy in the position of Associate Planner unless Council wishes to discuss reducing our level of service in the Planning Department and reexamining the timelines already in progress for long range planning efforts to delay these into the future.

Teton Valley Commuter Driver Position

We have had a resignation in the full time position of Transit Operator for one of our Teton Valley commuter routes. All regular commuter operators are full time employees

and when they are not driving their commuter route, they fill in with ADA service or in Town routes to reach their full time schedule. In order to keep our commuter service stabilized, it is critical to replace this full time position. This full time position is fully funded in the FY21 budget and is integral to meeting our current level of service for FY21. This position is one of 4 full time positions fulfilling 3 round trip commuter routes Monday-Friday. Should this position be eliminated, START will have ongoing difficulty in fulfilling this service to our community as we would need to rely on seasonal operators and we are not yet fully staffed for winter seasonal operators at this time. Staff intends to fill this vacancy in the position of Transit Operator unless Council wishes to discuss further reducing our level of Teton Valley commuter service for the remainder of FY21.

October Sales and Lodging Tax

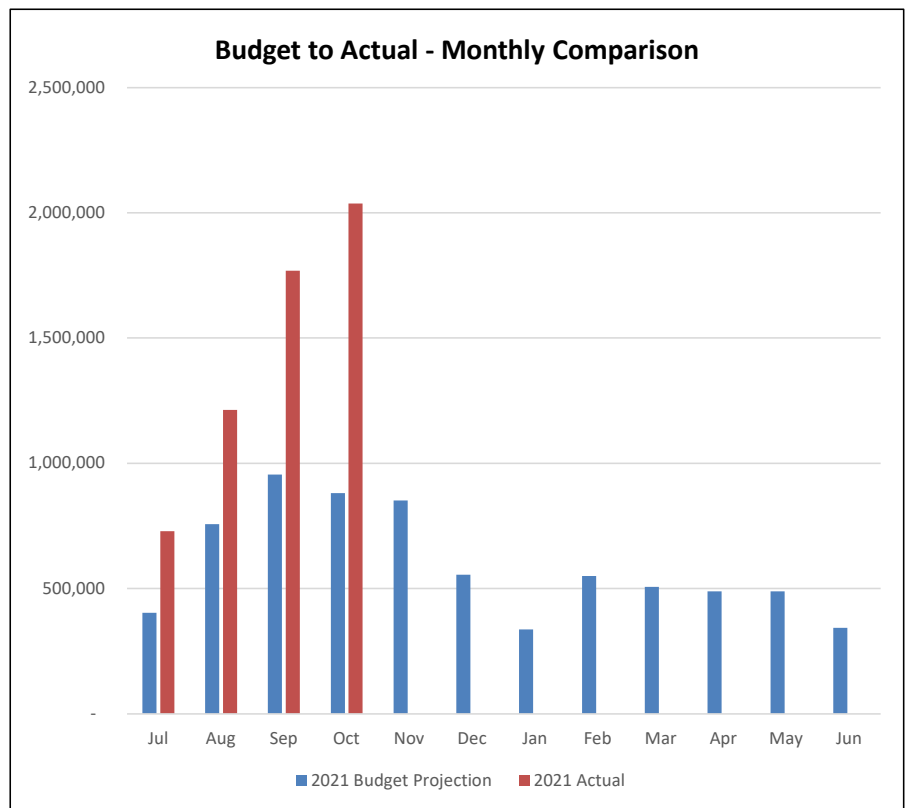
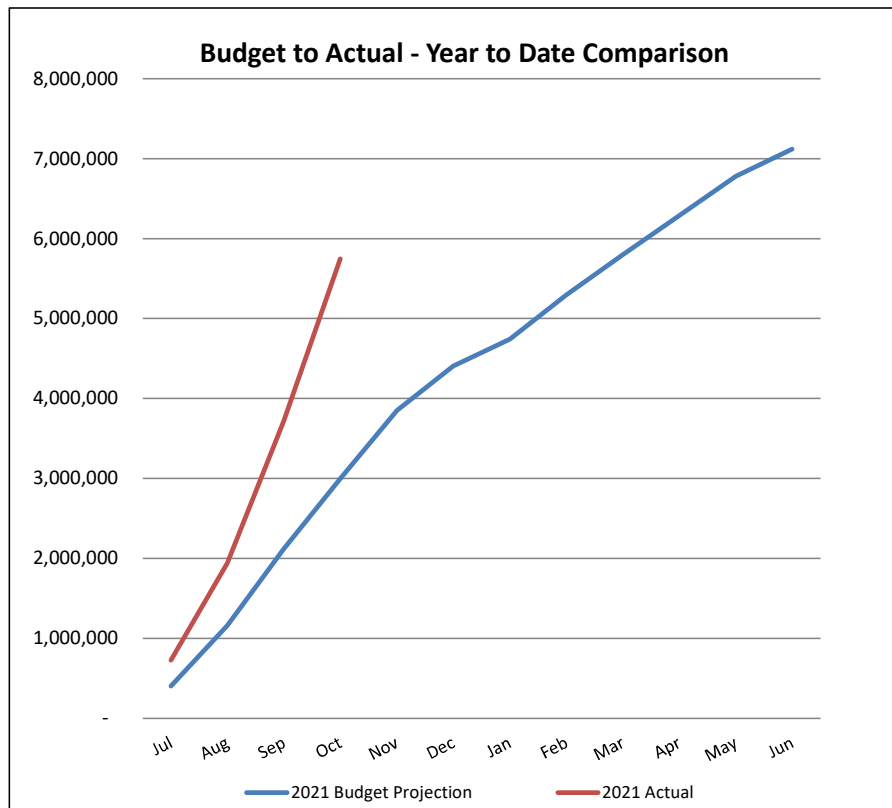
The Town budgeted a total of \$7,125,081 in sales tax for FY21. October collections are down 2.3% over the same collection period last year and we are leading budget projections by \$2,751,607 so far. Please remember that we have 8 remaining months in the fiscal year before we can realize any additional revenue over what was budgeted. October 2020 revenue represents collections from August 2020. Please also note that even though we are leading the budget in collections right now, we significantly reduced our expenditures for FY21 and we significantly reduced our estimated recurring revenue for FY21 to account for the impacts of COVID-19 and instead budgeted to take one time funds from reserves to make up the difference. The amount that we are leading projections (\$2.7M) does not equal the amount we budgeted to take from reserves (\$4.8M) to cover our recurring revenue deficit for FY21.

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 \$470,600 so far in FY21 which is 105.6% of total projected collections, however collections are down 21% from prior year collections. October 2020 revenue represents August 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%)
October-20

Receipt Month	17/18				18/19				19/20			20/21			12 Mth Rolling Sales Avg 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%	\$ 2,037,216	(47,240)	-2.3%	-5.3% 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%	\$ 5,748,721	\$ (1,054,569)	-15.5%		

Budgeted Sales Tax for FY 2021 -50% \$ 7,125,081
Budgeted Sales Tax Year-to-Date 2,997,114
Actual Sales Tax Collected Year-to-Date 5,748,721
Leading (Lagging) Budget - through October \$ 2,751,607



TOWN OF JACKSON, WYOMING
LODGING TAX REPORT
October-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	1,159,961	695,976	347,988	115,996	144,589	48,196	192,785	41.5%	203,399	67,800	271,199	58.5%
November	-	-	-	-	-	-	-	---	-	-	-	---
December	-	-	-	-	-	-	-	---	-	-	-	---
January	-	-	-	-	-	-	-	---	-	-	-	---
February	-	-	-	-	-	-	-	---	-	-	-	---
March	-	-	-	-	-	-	-	---	-	-	-	---
April	-	-	-	-	-	-	-	---	-	-	-	---
May	-	-	-	-	-	-	-	---	-	-	-	---
June	-	-	-	-	-	-	-	---	-	-	-	---
Totals	\$ 2,641,331	\$ 1,584,798	\$ 792,399	\$ 264,133	\$ 352,950	\$ 117,650	\$ 470,600	44.5%	\$ 439,449	\$ 146,483	\$ 585,932	55.5%

	Visitor Impact	General Fund	Total
TOJ Budget	\$ 334,124	\$ 111,375	\$ 445,499
Budget Remain	\$ (18,826)	\$ (6,275)	\$ (25,101)
Earned			105.6%
Remaining			-5.6%

12 Month
Rolling Avg
-15.4%

	FY2020 Year-to-Date	FY2021 Year-to-Date	Increase (Decrease)
T&T 60%:	\$ 2,306,876	\$ 1,584,798	\$ (722,078) -31.3%
TOJ 30% Visitor:	446,625	352,950	(93,675) -21.0%
TOJ 10% General:	148,875	117,650	(31,225)

