

Jackson Town Council Regular Meeting

July 18, 2022

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

To join, click the link or copy to your

browser: <https://us02web.zoom.us/j/84701061865?pwd=MC91bXdmCHVESlkvZS9uaWRGUUVdUZz09>

If the link does not work, join at zoom.com with Webinar ID **847 0106 1865** Password: **83001**

or join by phone **+1 669 900 9128** with Webinar ID **847 0106 1865** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Dancer's Workshop 50th Anniversary Proclamation

III. PUBLIC COMMENT

This section is reserved for 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 does not discuss, debate, or take action on issues raised or comments made under public comment. Council may 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. July 5, 2022 Meeting Minutes
- B. Disbursements
- C. June Municipal Court Report
- D. Special Event: Hope in Action (Carl Pelletier)
- E. Special Event: Art Walk - Horizon Fine Art Gallery (Carl Pelletier)
- F. License Agreement & Thaw Well Utility Easement - 1540 Martin Ln (Johnny Ziem)
- G. Access and Maintenance Easement - 155 Center St (Johnny Ziem)

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

- A. Administration
 - 1. BUILD Grant LOA with Teton County (Larry Pardee & Bruce Abel)

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.

B. Housing

1. Flat Creek Apartments/400 West Snow King (April Norton)

VI. ORDINANCES

- A. Ordinance N: 460 E Broadway Amendment (First Reading, Paul Anthony)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

DANCERS' WORKSHOP 50TH ANNIVERSARY

WHEREAS, in 1972 Dancers' Workshop began offering country western dance classes in the iconic log cabin now known as Nora's Fish Creek Inn; and

WHEREAS, for nearly half a century, Dancers' Workshop has been enriching lives by providing excellence and diversity in movement experiences through education, performance and outreach for students and audiences of all ages; and

WHEREAS, Dancers' Workshop provides exceptional dance education for students in Jackson and the surrounding region and has become an educational and artistic home for internationally-celebrated artists and dance companies from around the world; and

WHEREAS, their staff's diverse dance experiences and their ability to uniquely and seamlessly move through their many roles is what makes Dancers' Workshop so special; and

WHEREAS, in celebration of their Golden Anniversary, Dancers' Workshop will be hosting a series of performances and community events between July 23-29.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of Jackson, Wyoming, do hereby recognize the 50th Anniversary of Dancers' Workshop, and celebrate their continued contributions to the Jackson community.

DATED THIS 18th DAY OF JULY 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 5, 2022

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, and Jonathan Schechter. Jessica Sell Chambers was absent.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Tyler Valentine, Carl Pelletier, Johnny Ziem, Susan Scarlata, Michelle Weber, Kelly Thompson, Lynsey Lenamond, and Riley Taylor.

Mayor Morton Levinson recited the Pledge of Allegiance and introduced Flavianna Howley, Public Works Facilities Intern, and Clementine Furber, Public Works Engineering Intern.

Public Comment. Blair Maus, Rebecca Bextel, Don Brasso, Craig Logan and Amy Ringholz made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the consent calendar including items A-K as presented with the following motions.

A. **Meeting Minutes.** To approve the meeting minutes as presented for the June 21, 2022 Workshop and June 21, 2022 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. ACE HARDWARE \$1,941.18; ADVANCED INDUSTRIAL SUPPLY INC \$283.05; AFLAC \$2,501.18; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$92,588.37; ALTA PLANNING & DESIGN \$3,562.00; AMAZON \$829.48; AMERICAN PUMP COMPANY \$36,989.92; ARBOR WORKS TREE SERVICE, LLC \$1,400.00; ARISTORENAS, MARIA \$450.00; AT&T \$1,079.39; BADILLO, MARCELA \$450.00; BAKER, DAVID \$277.48; BERGMAN, PIERRE \$450.00; BLUE SPRUCE CLEANERS, INC \$29.60; BLUE360 MEDIA, LLC \$1,624.70; BRIGGS, ERIC L \$59.95; BRIGHTLY \$1,065.90; CARQUEST AUTO PARTS INC. \$56.01; CENTURYLINK \$2,035.43; CHAPA STRIPES OF IDAHO \$19,500.00; CMI - TECO \$3,226.67; COMMUNITY FOUNDATION OF JACKSON \$204.80; CONRAD & BISCHOFF INC. \$48,901.95; CONTROL SYSTEM TECHNOLOGY, INC. \$5,130.50; CORE & MAIN LP \$5,932.32; DAY, JEAN \$450.00; DELCON INC \$725.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$1,018.46; E.R. OFFICE EXPRESS \$188.45; ELECTRICAL WHOLE SUPPLY CO INC \$68.00; ENGLERT, MATT \$644.68; EVIDENT \$95.65; FLEETPRIDE \$940.84; FORZA FORENSICS, LLC \$1,050.00; FRITTS, JASON \$450.00; GILLIG LLC \$102.72; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$1,100.91; HUNT CONSTRUCTION INC \$26,099.90; IDAHO FALLS PETERBILT \$102.12; IDAHO STATE TAX COMMISSION \$6,356.00; IDAHO TRAFFIC SAFETY, INC. \$2,280.00; INTERSTATE BATTERY \$650.75; JACKSON HOLE LAW, PC \$3,005.00; JACKSON HOLE NEWS & GUIDE \$3,394.37; JACKSON LUMBER INC \$1,584.17; JORGENSEN ASSOCIATES, PC \$57,649.96; KRUEGER, ERICA JADE \$450.00; LANGUAGE TESTING INTERNATIONAL, INC \$73.00; LEGAL & LIABILITY RISK MANAGEMENT INST \$150.00; LENZ, BRIAN \$264.50; LOCAL GOV'T LIABILITY POOL \$78,575.00; LONG BUILDING TECHNOLOGIES INC. \$437.50; LUPINE LADY, INC \$119.80; M. NEILS ENGINEERING, INC \$1,776.00; MANN, ROY \$250.00; METROQUIP INC \$132.47; MOUNTAIN X, LLC \$3,915.00; MOVIEWORKS, LLC \$1,242.00; NAPA AUTO PARTS INC. \$1,316.83; NEWMAN SIGNS, INC \$2,474.34; NEXIQ TECHNOLOGIES \$4,537.50; NMS \$114.00; NOLAD, STACY \$450.00; NOREGON SYSTEMS INC. \$7,049.40; PITTS, JASON \$0.00; POLISEO, FLOREN \$412.59; PREMIER TRUCK- SALT LAKE CITY \$351.09; PROTERRA \$11,023.37; RAFTELIS \$2,280.00; RECON \$10,284.00; RENDEZVOUS INSURANCE INC. \$143,568.01; RUSCHILL, RUSSELL \$350.00; SAFELITE FULFILLMENT INC \$1,125.62; SAFETY SUPPLY & SIGN CO., INC. \$15,311.17; SAGEBRUSH INVESTORS, LLC \$179,325.50; SANCHEZ-MACHUCA, ROSA \$450.00; SCHOW'S TRUCK CENTER \$1,056.00; SHERWIN-WILLIAMS CO. \$711.16; SMITH POWER PRODUCTS, INC. \$363.31; SNAKE RIVER ROASTING \$108.90; SOSA'S JANITORIAL SERVICE \$6,720.00; SPRING CREEK ANIMAL HOSPITAL \$1,759.99; TETON COUNTY CLERK \$136,795.84; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$8.00; TETON COUNTY SCHOOL DISTRICT 1 \$66,130.00; TETON MOTORS INC \$872.92; TETON TRASH REMOVAL, INC. \$48.00; T-MOBILE \$31.15; TRAFFIC SAFETY STORE \$3,282.52; VERIZON WIRELESS \$6,463.79; VISA \$39,160.75; W.A.R.M. PROPERTY INSURANCE \$295,273.24; WATTS STEAM STORE ROCKY MT. INC \$267.58; WEBER, MICHELLE \$350.00; WESTBANK SANITATION \$63.39; WESTERN STATE \$676.00; WESTWOOD CURTIS \$138,008.70; WHITE GLOVE CLEANING, INC. \$770.56; WHITE, AMANDA \$250.00; WOOD ENVIRONMENT & INFRASTRUCTURE \$3,061.50; WRENCH IT PLUMBING & HEATING INC \$195.00; WY CHILD SUPPORT ENFORCEMENT \$293.52; WYOMING LAW ENFORCEMENT \$2,948.70; Y2 CONSULTANTS, LLC \$10,697.25; YELLOW IRON EXCAVATION, LLC \$975.00

- C. **P22-110 Million Pound Party Temporary Sign.** To approve temporary banner application (P22-111) for Hole Food Rescue's Million Pound Party, including the three conditions of approval recommended by the Planning Director in the staff report dated July 5, 2022.
- D. **P22-128 Stomp the Divots Temporary Sign.** To approve temporary banner application (P22-128) for Stomping the Divots, including the three conditions of approval recommended by the Planning Director in the staff report dated July 5, 2022.
- E. **P22-142 Fire on the Mountain Temporary Sign.** To approve temporary banner application (P22-142) for Fire in the Mountains, including the three conditions of approval recommended by the Planning Director in the staff report dated July 5, 2022.
- F. **North Cache Parking Study.** To approve the contract with Kimley-Horn and Associates, Inc. in the amount of \$21,000 and, upon legal review and subject to minor changes by the Town Attorney, authorize the Mayor to execute the necessary contract Agreement.
- G. **Fall Street Patching.** To approve the award of the 2022 Fall Street Patching Project to Avail Valley Construction-WY, LLC of Jackson, Wyoming in the amount of \$297,600.00, and authorize the Mayor to execute the contract.
- H. **Cleaning Contract.** To approve the Cleaning Services Agreement for Town Hall and Si Ferrin facilities and authorize the Mayor to execute the contract Agreement.
- I. **55-1 Virginian Lane Special Restriction.** To approve the Special Restrictions for Workforce Ownership Housing Located at Unit 55-1 Virginian Village Condominiums Jackson, Wyoming as presented by staff.
- J. **Town Attorney Contract.** To approve the First Amendment to the Town Attorney contract with Lea Colasuonno as presented and authorize the Mayor to execute the contract on behalf of the Town subject to correction of any minor typos by staff.
- K. **3 Creek Homeowners Association Settlement Agreement.** To approve the *Release and Full Settlement Agreement* as presented and authorize the Mayor to execute it.

There was no public comment. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

North Cache Parking Study. Council held discussion. Johnny Ziem made staff comment. Anna Olson made staff comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the contract with Kimley-Horn and Associates, Inc. in the amount of \$21,000 and, upon legal review and subject to minor changes by the Town Attorney, authorize the Mayor to execute the necessary contract Agreement. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent and the motion carried.

S4 Flats/910 Smith and 915 Simon – Purchase Agreement and Ground Lease. Kristi Malone made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve a) the Agreement for Purchase and Sale of Real Property between the Town and RD RENTALS LLC, b) the Employee Right of Purchase Agreement between the Town and S4 Flats, LLC, and c) the Ground Lease between the Town and S4 Flats, LLC, and to authorize the Mayor to execute the documents subject to minor changes by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent and the motion carried.

P22-071: Development Plan at 50 S. Cache and 45 & 75 E. Pearl. Tyler Valentine and Johnny Ziem made staff comment. Council held discussion with staff. Jim Walter and Austin Dupree commented on behalf of the applicant. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to to approve Development Plan P22-071 for a new 3-story, mixed-use building at the properties located at 50 S. Cache St and 45 & 75 E. Pearl Ave based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to the staff report dated July 5, 2022. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent and the motion carried.

Resolution 22-15: Fee Schedule. Kelly Thompson made staff comment. Council held discussion. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve Resolution 22-15 adopting the fee schedule. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent and the motion carried.

RESOLUTION 22-15
A RESOLUTION SETTING FEES, COSTS, AND CHARGES (A FEE SCHEDULE)
EFFECTIVE JULY 6, 2022

WHEREAS, the Town Council acknowledges there are fees and costs identified in the Town of Jackson Municipal Code; and

WHEREAS, the Town Council acknowledges that in order to continue to maintain quality community services, fee amounts need to be reviewed on an ongoing basis and adjusted from time to time to offset the cost of providing those services; and

WHEREAS, the Town Council plans to expand community engagement during the annual budget process to include fee updates; and

WHEREAS, on March 15, 2021, the Town Council approved Ordinance 1280 which amended and reenacted sections of the Jackson Municipal Code allowing fees that may be set by resolution, to be set by resolution, and removes those fees from the Jackson Municipal Code; and

WHEREAS, The Town Council, by adoption of this resolution establishes the Town of Jackson Fee Schedule, attached hereto as Appendix A; and

WHEREAS, this Fee Schedule is not applicable to governmental entities doing business with the Town of Jackson, nor is it applicable for interdepartmental transactions; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on July 5, 2022, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the fee schedule is hereby amended as follows:

The Jackson Town Council adopts this Resolution #22-15, establishing a Town of Jackson Fee Schedule, attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

Matters from Mayor and Council. Mayor Morton Levinson noted that funds were allocated in the FY23 budget to visit Tlaxcala, Mexico. Jonathan Schechter applauded the Jackson Hole Airport coming in on time and on budget with their runway replacement project.

Town Manager's Report. Larry Pardee, Michelle Weber, Roxanne Robinson, and Lea Colasuonno made staff comment. Council held discussion with staff. The report contained an update on 307 Horse Racing, an additional Police Officer position, master leased housing, and the BUILD grant. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager's report. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent and the motion carried. The meeting adjourned at 8:05 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: July 13, 2022

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
7058	3 CREEK HOA	070722	SETTLEMENT	07/07/2022	3,000.00	3,000.00	07/08/2022
7058	3 CREEK HOA	070722	SETTLEMENT	07/07/2022	3,000.00	3,000.00	07/08/2022
Total 7058:					6,000.00	6,000.00	
328	842-NCPERS GROUP WYOMIN	842072022	PAYROLL DEDUCTIONS	07/05/2022	96.00	96.00	07/08/2022
Total 328:					96.00	96.00	
51	ACE HARDWARE	12470107	LABOR , TRIP/FUEL	06/30/2022	125.00	.00	
51	ACE HARDWARE	784782	C+ K EXT P&P SAT NB 1QT	06/04/2022	23.99	.00	
51	ACE HARDWARE	786178	SUPPLIES WWTP	06/14/2022	.62	.00	
51	ACE HARDWARE	786333	GORILLA TAPE	06/15/2022	4.99	.00	
51	ACE HARDWARE	787471	25' PRO LIGHTED 12GU EXT CO	06/23/2022	53.97	.00	
51	ACE HARDWARE	787523	TUBING	06/23/2022	12.48	.00	
51	ACE HARDWARE	787726	HOSE REEL CART 175'	06/24/2022	49.99	.00	
51	ACE HARDWARE	787889	COUPLE HOSE BARB	06/27/2022	39.96	.00	
51	ACE HARDWARE	787899	DURABLE FOAM KNEEPADS	06/27/2022	17.99	.00	
51	ACE HARDWARE	787952	S/F RESPIRATOR 2PK, HEADLI	06/27/2022	44.97	.00	
51	ACE HARDWARE	788028	REMNANT 15'	06/27/2022	14.99	.00	
51	ACE HARDWARE	788072	COUPLE INSERT POLY 1/2"	06/27/2022	1.49	.00	
51	ACE HARDWARE	788238	100 PC NATURAL	06/28/2022	11.89	.00	
51	ACE HARDWARE	788277	ONKZALL PAINT MARKER YLW,	06/29/2022	21.98	.00	
51	ACE HARDWARE	788358	KITCHEN FAUCET	06/29/2022	69.99	.00	
51	ACE HARDWARE	788392	SPLY FCT	06/29/2022	23.98	.00	
51	ACE HARDWARE	788440	dr swp	06/29/2022	9.99	.00	
51	ACE HARDWARE	788574	ZIPLOCK	06/30/2022	6.99	.00	
51	ACE HARDWARE	788759	AQUAPHALT PATCH	07/01/2022	1,799.64	.00	
51	ACE HARDWARE	789031	CHAINSAW BATTERY	07/05/2022	329.00	.00	
51	ACE HARDWARE	789041	STEP STOOL	07/05/2022	39.99	.00	
51	ACE HARDWARE	789082	ACORN PUSH NUT	07/05/2022	1.09	.00	
51	ACE HARDWARE	789257	CONNECTOR CRIMP	07/06/2022	11.99	.00	
51	ACE HARDWARE	789319	SPRINKLER	07/07/2022	7.99	.00	
51	ACE HARDWARE	789336	COUPLE FLEX	07/07/2022	23.98	.00	
51	ACE HARDWARE	789353	NAIL ON	07/07/2022	5.98	.00	
51	ACE HARDWARE	789408	CLEANING SUPPLIES	07/07/2022	48.45	.00	
51	ACE HARDWARE	789731	ADHV	07/11/2022	4.49	.00	
Total 51:					2,807.86	.00	
88	AIRGAS INTERMOUNTAIN INC.	9120463502	DMTR 6OZ GRIT FLT PHNLC BC	01/06/2022	216.17	.00	
Total 88:					216.17	.00	
6686	Allegiance Benefit Plan Manage, I	063022	claimes 06.27.22	06/30/2022	16,546.70	16,546.70	06/30/2022
6686	Allegiance Benefit Plan Manage, I	07.01.2022	July premium	07/01/2022	59,659.16	59,659.16	07/08/2022
6686	Allegiance Benefit Plan Manage, I	070722	claims 07.05.22	07/07/2022	12,779.17	12,779.17	07/08/2022
Total 6686:					88,985.03	88,985.03	
6524	ALPHAGRAPHS	IX-234074	TOJ RUGS	05/09/2022	4,131.08	.00	
6524	ALPHAGRAPHS	IX-260523	TABLECLOTHS	06/21/2022	712.54	.00	
6524	ALPHAGRAPHS	JX-261307	NO PARKING SIGNS	06/27/2022	499.28	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6524	ALPHAGRAPHICS	JX-261307	NO PARKING SIGNS	06/27/2022	400.00	.00	
Total 6524:					5,742.90	.00	
3213	ALTA PLANNING & DESIGN	00-2022-047-4	SCOTT lane/maple way bike path	06/30/2022	8,527.00	.00	
Total 3213:					8,527.00	.00	
5726	AMAZON	1F31-N44M-FD	LIGHT BULBS	07/07/2022	10.99	.00	
5726	AMAZON	1YGT-73M6-7Y	BESTEK 300W POWER INVERT	06/12/2022	29.99	.00	
Total 5726:					40.98	.00	
6214	AMERICAN TOWER CORPORAT	3957056	2022 SNOW KING-	06/28/2022	4,440.00	.00	
6214	AMERICAN TOWER CORPORAT	3957056	2022 SNOW KING TOWER-	06/28/2022	4,440.00	.00	
Total 6214:					8,880.00	.00	
383	ANTLER MOTEL, INC.	061322	LODGING FOR START CANDIDA	06/13/2022	440.00	.00	
Total 383:					440.00	.00	
6575	APEX SAGE INC	062922	LABOR AND MATERIALS @ WW	06/29/2022	16,937.61	.00	
Total 6575:					16,937.61	.00	
6250	ARBOR WORKS TREE SERVICE	6147	TREE REMOVAL	07/01/2022	3,000.00	.00	
Total 6250:					3,000.00	.00	
3487	ARCHITECTURAL BUILDING SU	71355342	cUT KEYS	07/11/2022	54.00	.00	
Total 3487:					54.00	.00	
6395	ARCHIVESOCIAL, INC.	22137	SOCIAL MEDIA ARCHIVING	07/01/2022	4,788.00	.00	
Total 6395:					4,788.00	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	06/20/2022	43.23	.00	
Total 1783:					43.23	.00	
4774	BIG R RANCH & HOME	1561327	HARDWARE	06/02/2022	4.08	.00	
4774	BIG R RANCH & HOME	1564416	UNIFORM	06/17/2022	71.99	.00	
4774	BIG R RANCH & HOME	1566697	WRENCH	06/28/2022	21.48	.00	
4774	BIG R RANCH & HOME	1566748	CINCH JEANS	06/28/2022	49.99	.00	
Total 4774:					147.54	.00	
1560	BLUE SPRUCE CLEANERS,INC	06103815	DRY CLEANING SAM JEWISON	06/23/2022	14.80	.00	
1560	BLUE SPRUCE CLEANERS,INC	063022	DRY CLEANING PD	06/03/2022	224.99	.00	
Total 1560:					239.79	.00	
7060	BRINKMAN CONSULTING, INC	22-154	PROFESSIONAL SERVICES	06/04/2022	9,000.00	.00	
Total 7060:					9,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3303	BRISTOL, JAMES	6594	TOJ CHECKS YELLOW	06/18/2022	159.00	.00	
	Total 3303:				159.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-573422	XBO CORDURA, ARM, FRT FREI	06/17/2022	635.69	.00	
5	CARQUEST AUTO PARTS INC.	6090-574930	WHITE PAINTSTICK, PLASTIC D	06/29/2022	50.44	.00	
	Total 5:				686.13	.00	
102	CASELLE INC.	118072	august cupport	07/01/2022	1,867.00	.00	
	Total 102:				1,867.00	.00	
2876	CAST	1502	CAST DINNER	11/01/2021	220.00	.00	
	Total 2876:				220.00	.00	
544	CENTURYLINK	297309682	75912352 072022	07/12/2022	152.29	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	06/13/2022	41.41	.00	
	Total 544:				193.70	.00	
5967	CITY OF DRIGGS	BBSTART2022	JULY BUS BARN	07/01/2022	1,618.80	.00	
	Total 5967:				1,618.80	.00	
6001	CIVICPLUS	228769	CIVIC CLERK STANDARD	07/12/2022	3,600.00	.00	
	Total 6001:				3,600.00	.00	
6114	CLIMB WYOMING	063022	4TH QUARTER	06/30/2022	1,531.25	.00	
	Total 6114:				1,531.25	.00	
514	CONRAD & BISCHOFF INC.	IN-908985-22	GASOHOL 85 ETHANOL 10%	06/30/2022	24,797.15	.00	
514	CONRAD & BISCHOFF INC.	IN-908986-22	DSL FUEL 2 DYED ULS	06/30/2022	24,408.60	.00	
514	CONRAD & BISCHOFF INC.	IN-909798-22	DEFEND AL GLOBAL AUTO	06/29/2022	99.06	.00	
	Total 514:				49,304.81	.00	
1691	CORE & MAIN LP	Q908350	GASKETS,NEOPRENE	06/08/2022	7,415.40	.00	
	Total 1691:				7,415.40	.00	
6124	DAVID STUBBS	2206271	GROUP PHOTO	06/27/2022	1,000.00	.00	
	Total 6124:				1,000.00	.00	
4918	DEAN'S PEST CONTROL LLC	71496	SMALL RODENT CONTROL WW	06/17/2022	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	71770	PW RODENT CONTROL	06/29/2022	50.00	.00	
4918	DEAN'S PEST CONTROL LLC	71810	RODENT CONTROL	06/06/2022	100.00	.00	
	Total 4918:				250.00	.00	
6939	DYNAMIC CONTROLS, LLC	35185B	PROJ-93252 TOJ SI-FERRIN	02/17/2022	4,820.70	4,820.70	07/06/2022
	Total 6939:				4,820.70	4,820.70	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3408	E.R. OFFICE EXPRESS	19757	COPY PAPER	07/06/2022	88.00	.00	
3408	E.R. OFFICE EXPRESS	19769	PAPER	07/06/2022	200.37	.00	
Total 3408:					288.37	.00	
6209	ECO-COUNTER INC	130580	toj biycycle netowrk improvements	06/02/2022	4,405.00	.00	
Total 6209:					4,405.00	.00	
1134	ENERGY LABORATORIES INC.	484311	INFLUENT, EFFLUENT	07/08/2022	417.00	.00	
Total 1134:					417.00	.00	
6092	ENERGY 1	479635	INFLUENT	06/17/2022	169.00	.00	
6092	ENERGY 1	482822	EFFLUENT	06/29/2022	169.00	.00	
Total 6092:					338.00	.00	
6552	ETNA TRADE PARK LLC	070122	STAR VALLEY BUS STORAGE	07/01/2022	3,230.00	.00	
6552	ETNA TRADE PARK LLC	080122	STAR VALLEY BUS STORAGE A	07/13/2022	3,230.00	.00	
Total 6552:					6,460.00	.00	
81	EVANS CONSTRUCTION INC	7650	FY22 SPRING PATCHING	06/24/2022	189,267.31	.00	
Total 81:					189,267.31	.00	
3885	EVIDENT	190423C	Evidence supplies	06/27/2022	40.00	.00	
3885	EVIDENT	190423D	Evidence supplies	06/27/2022	530.00	.00	
Total 3885:					570.00	.00	
6802	FALL RIVER PROPANE	2462949	PROPANE @ WWTP	05/31/2022	1,110.00	.00	
Total 6802:					1,110.00	.00	
5463	FIGJAM ENTERPRISES, LLC	1149	CLEANING OF EXTERIOR WIND	07/10/2022	500.00	.00	
Total 5463:					500.00	.00	
4294	FIRE SERVICES OF IDAHO	12470088	TOWN HALL FIRE	06/30/2022	125.00	.00	
Total 4294:					125.00	.00	
2549	FIRST TRANSIT	11811930	CONTRACT SERVICES	06/22/2022	15,180.77	.00	
Total 2549:					15,180.77	.00	
4709	FLEETPRIDE	100406073	FLANGED CAP NUT, IN BOUND	06/23/2022	227.36	.00	
4709	FLEETPRIDE	100526853	BRAKE PAD-FRICTION, AXLE/T	06/29/2022	1,181.91	.00	
4709	FLEETPRIDE	100533113	PAD KIT	06/29/2022	215.18	.00	
4709	FLEETPRIDE	100573400	PURGE VALVE KIT	06/30/2022	192.24	.00	
Total 4709:					1,816.69	.00	
668	FREEDOM MAILING SERVICE I	43248	UTILITY BILLING	07/06/2022	25.33	.00	
668	FREEDOM MAILING SERVICE I	43248	UTILITY BILLING	07/06/2022	25.34	.00	
668	FREEDOM MAILING SERVICE I	43248	UTILITY BILLING	07/06/2022	878.84	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
668	FREEDOM MAILING SERVICE I	43248	UTILITY BILLING	07/06/2022	878.85	.00	
Total 668:					1,808.36	.00	
4982	FRONTIER PRECISION, INC	255593	TRIMBLE R2, ACCESSORY, BAT	06/20/2022	4,681.21	.00	
4982	FRONTIER PRECISION, INC	255593	TRIMBLE R2, ACCESSORY, BAT	06/20/2022	4,681.22	.00	
4982	FRONTIER PRECISION, INC	255757	ARC GIS FIELD MAPS TRAININ	06/21/2022	3,550.00	.00	
4982	FRONTIER PRECISION, INC	255757	ARC GIS FIELD MAPS TRAININ	06/21/2022	3,550.00	.00	
Total 4982:					16,462.43	.00	
6957	GERTA LLC	070122	JULY HEIDELBERG	07/01/2022	2,400.00	.00	
6957	GERTA LLC	080122	AUGUST HEIDELBERG RENT	07/13/2022	2,400.00	.00	
Total 6957:					4,800.00	.00	
324	GFOA	2257583	MEMBERSHIP FINANCE DIREC	07/13/2022	170.00	.00	
Total 324:					170.00	.00	
4212	GILLIG LLC	40932563	PLATE COBOLT NUT	06/23/2022	14.04	.00	
4212	GILLIG LLC	40933871	MODULE 8" AND 8 OUT, W/CAN	06/28/2022	1,382.16	.00	
4212	GILLIG LLC	40933872	ROTOR	06/28/2022	863.40	.00	
Total 4212:					2,259.60	.00	
4393	GRAND TETON GUTTER	052622	GUTTER	05/26/2022	1,935.00	.00	
4393	GRAND TETON GUTTER	052622WWTP	GUTTER @ WWTP	05/26/2022	3,400.00	.00	
Total 4393:					5,335.00	.00	
5734	GREENWAY PAINTING LLC	1517	INTERIOR FINISHES	05/13/2022	1,200.00	.00	
5734	GREENWAY PAINTING LLC	1520	EXTERIOR FINISHES @ STAGE	05/20/2022	5,281.63	.00	
Total 5734:					6,481.63	.00	
473	GREENWOOD MAPPING INC.	070122	GIS MAY AND JUNE	07/01/2022	437.00	.00	
Total 473:					437.00	.00	
93	HACH CHEMICAL CO.	13113330	BUFFER SOLN BLUE & YELLOW	06/24/2022	389.07	.00	
93	HACH CHEMICAL CO.	13115468	COD TEST TUBE COOLING RAC	06/27/2022	133.28	.00	
Total 93:					522.35	.00	
6666	HANDY PLUMBING LLC	1554	SNOW KING CENTER	07/05/2022	498.00	.00	
Total 6666:					498.00	.00	
96	HIGH COUNTRY LINEN	0319454	WASH CLOTHS	06/08/2022	100.69	.00	
96	HIGH COUNTRY LINEN	0320694	MATS @ WWTP	06/15/2022	71.64	.00	
96	HIGH COUNTRY LINEN	0322130	MATS @ START	06/22/2022	250.53	.00	
96	HIGH COUNTRY LINEN	0322929	BUILDING MAINTENANCE: SI F	06/27/2022	16.05	.00	
96	HIGH COUNTRY LINEN	0322931	BUILDING MAINTENANCE: HOM	06/27/2022	52.87	.00	
96	HIGH COUNTRY LINEN	0324759	MATS @ ANIMAL SHELTER	07/06/2022	76.51	.00	
96	HIGH COUNTRY LINEN	0324853	LAUNDRY BAG WHITE DISH	07/06/2022	100.69	.00	
96	HIGH COUNTRY LINEN	0325703	MATS @ SI-FERRIN	07/11/2022	16.05	.00	
96	HIGH COUNTRY LINEN	0325708	MATS @ HOME RANCH	07/11/2022	22.87	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	S0319800	VISA VERSA	06/10/2022	85.98	.00	
Total 96:					793.88	.00	
6455	HIRST APPLGATE, LLP	209710	3 CREEK	06/30/2022	1,482.00	.00	
Total 6455:					1,482.00	.00	
7064	HUB INTERNATIONAL	2759737	CONTRACT FEES	07/01/2022	6,750.00	.00	
Total 7064:					6,750.00	.00	
503	HUNT CONSTRUCTION INC	10015	GLENWOOD STREET REPAIR	07/07/2022	9,058.50	.00	
503	HUNT CONSTRUCTION INC	9908	HOME RANCH SEAL AND CRAC	07/05/2022	27,315.01	.00	
503	HUNT CONSTRUCTION INC	9986	CRACK REPAIR	07/06/2022	1,938.45	.00	
Total 503:					38,311.96	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	194206	PROJ: 2022 STRIPING- ROAD S	06/14/2022	20,218.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	194226	PROJ: 2022 PARKING LOT PAIN	06/25/2022	23,200.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	194227	PROJ: 2022 PARKING LOT PAIN	06/25/2022	16,605.00	.00	
Total 3323:					60,023.00	.00	
6720	IMMIGRANT HOPE	071122	LEGAL TRAINING	07/11/2022	1,406.25	.00	
Total 6720:					1,406.25	.00	
6954	IVY OUTDOOR SERVICES LLC	0000009	TRASH REMOVAL JUNE	07/07/2022	15,952.50	.00	
Total 6954:					15,952.50	.00	
2	JACKSON CURBSIDE INC.	00030056	DOWNTOWN RECYCLING	06/10/2022	1,405.00	1,405.00	07/06/2022
2	JACKSON CURBSIDE INC.	00030085	RECYCLE @ PW	07/05/2022	210.00	.00	
2	JACKSON CURBSIDE INC.	00030088	TOWN HALL RECYCLING	07/05/2022	495.00	.00	
Total 2:					2,110.00	1,405.00	
131	JACKSON HOLE NEWS & GUID	340988	AD@407123	06/29/2022	799.20	.00	
131	JACKSON HOLE NEWS & GUID	341060	AD#406684	06/29/2022	350.56	.00	
131	JACKSON HOLE NEWS & GUID	341061	AD#407090	06/29/2022	89.78	.00	
131	JACKSON HOLE NEWS & GUID	341062	AD#407089	06/29/2022	1,372.28	.00	
131	JACKSON HOLE NEWS & GUID	341220	WATER QUALITY	06/30/2022	169.84	.00	
131	JACKSON HOLE NEWS & GUID	341467	AD#407429	07/06/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	341598	AD#407360	07/06/2022	36.00	.00	
Total 131:					3,228.06	.00	
114	JACKSON LUMBER INC	0000778936-0	SAW BLADE WOOD, TORX	06/13/2022	179.17	179.17	07/06/2022
114	JACKSON LUMBER INC	0000784284-0	ASPHALT FELT	06/28/2022	40.82	.00	
114	JACKSON LUMBER INC	0000786390-0	FURRING STRIPS AND CONST	07/05/2022	82.44	.00	
114	JACKSON LUMBER INC	0000787492-0	CONSTRUCTION ADHESIVE	07/08/2022	9.10	.00	
114	JACKSON LUMBER INC	0000788424-0	DOOR SWEEP	07/12/2022	20.97	.00	
Total 114:					332.50	179.17	
239	JH20 WATER CONDITIONING &	I220623832	water @ WWTP	06/23/2022	69.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 239:					69.00	.00	
139	JORGENSEN ASSOCIATES, PC	49091	PROJ: 18063- TOWN OF JACKS	06/27/2022	2,222.50	.00	
139	JORGENSEN ASSOCIATES, PC	49094	PROJ: 19137- TOJ FLAT CREEK	06/27/2022	3,825.00	.00	
139	JORGENSEN ASSOCIATES, PC	49095	PROJ: 19145 TOJ/NORTH KING	06/27/2022	410.00	.00	
Total 139:					6,457.50	.00	
5634	KRIKOR ARCHITECTURE	070822	155 PEARL TENANT IMPROVEM	07/08/2022	10,050.00	.00	
Total 5634:					10,050.00	.00	
6585	LAWNGEVITY	INV-115100	SNOW REMOVAL	02/28/2022	58.75	.00	
Total 6585:					58.75	.00	
6926	LEGACY PHILANTHROPY WOR	TOJ2022-2	MEMBERSHIP SUSAN SCARLAT	07/01/2022	2,000.00	.00	
6926	LEGACY PHILANTHROPY WOR	TOJ2022-3	4TH QUARTER PAYMENT	06/24/2022	2,500.00	.00	
Total 6926:					4,500.00	.00	
3648	LENZ, BOB	061022	WAM TRAVEL EXPENSES	06/10/2022	575.25	.00	
Total 3648:					575.25	.00	
2149	LEXISNEXIS MATTHEW BENDE	31893090	WY COURT RULES	06/22/2022	258.10	.00	
2149	LEXISNEXIS MATTHEW BENDE	3202441X	WY STATS 22	06/27/2022	183.31	.00	
Total 2149:					441.41	.00	
156	LOWER VALLEY ENERGY INC	92050-002 06-	3150 S ADAMS CANYON DR, JA	06/30/2022	212.13	.00	
156	LOWER VALLEY ENERGY INC	92050-003 06-	SPRUCE DR PUMP HOUSE, JA	06/30/2022	336.83	.00	
156	LOWER VALLEY ENERGY INC	92050-008 06-	CEMETERY, JACKSON, WY 20	06/30/2022	26.91	.00	
156	LOWER VALLEY ENERGY INC	92050-010 06-	ELY SPRINGS RD WELL 6,7,8, J	06/30/2022	3,692.59	.00	
156	LOWER VALLEY ENERGY INC	92050-014 06-	135 E BROADWAY AVE HEAT TA	06/30/2022	18.05	.00	
156	LOWER VALLEY ENERGY INC	92050-017 06-	WASTE WATER TRTMT INTERM	06/30/2022	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 06-	RANGEVIEW DR LIFT PUMP CO	06/30/2022	71.37	.00	
156	LOWER VALLEY ENERGY INC	92050-021 06-	150 E PEARL AVE, JACKSON, W	06/30/2022	1,162.23	.00	
156	LOWER VALLEY ENERGY INC	92050-024 06-	1605 BERGER LN SEWER LIFT	06/30/2022	21.61	.00	
156	LOWER VALLEY ENERGY INC	92050-025 06-	450 W SNOW KING AVE NEW S	06/30/2022	803.88	.00	
156	LOWER VALLEY ENERGY INC	92050-026 06-	450 W SNOW KING AVE SHOP, J	06/30/2022	132.58	.00	
156	LOWER VALLEY ENERGY INC	92050-044 06-	SNOW KING ESTATES BOOSTE	06/30/2022	315.16	.00	
156	LOWER VALLEY ENERGY INC	92050-047 06-	WASTE WATER TRTMT UV BLD	06/30/2022	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 06-	WASTE WATER TRTMT PTB 545	06/30/2022	12,758.62	.00	
156	LOWER VALLEY ENERGY INC	92050-050 06-	2 MG TANK, JACKSON, WY 200	06/30/2022	19.06	.00	
156	LOWER VALLEY ENERGY INC	92050-051 06-	WELL #5 KARNS MEADOW DR,	06/30/2022	2,299.38	.00	
156	LOWER VALLEY ENERGY INC	92050-052 06-	675 E BROADWAY AVE WELL #1	06/30/2022	2,782.32	.00	
156	LOWER VALLEY ENERGY INC	92050-053 06-	WELLS #2 & #3, JACKSON, WY	06/30/2022	2,252.90	.00	
156	LOWER VALLEY ENERGY INC	92050-054 06-	CITY WELL ELK REF 1, JACKSO	06/30/2022	16.55	.00	
156	LOWER VALLEY ENERGY INC	92050-055 06-	CITY WELL ELK REF 2, JACKSO	06/30/2022	12.18	.00	
156	LOWER VALLEY ENERGY INC	92050-056 06-	CITY WELL ELK REF 3, JACKSO	06/30/2022	23.85	.00	
156	LOWER VALLEY ENERGY INC	92050-059 06-	440 W SNOW KING AVE POLICE	06/30/2022	54.50	.00	
156	LOWER VALLEY ENERGY INC	92050-060 06-	400 W SNOW KING AVE S GAR,	06/30/2022	137.67	.00	
156	LOWER VALLEY ENERGY INC	92050-061 06-	400 W SNOW KING AVE PUBLIC	06/30/2022	413.48	.00	
156	LOWER VALLEY ENERGY INC	92050-074 06-	CRABTREE LN THAW WELL #2,	06/30/2022	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-078 06-	145 W HANSEN AVE FRONT, JA	06/30/2022	79.63	.00	
156	LOWER VALLEY ENERGY INC	92050-079 06-	145 W HANSEN AVE BACK, JAC	06/30/2022	77.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-082 06-	400 W SNOW KING AVE E STOR	06/30/2022	95.36	.00	
156	LOWER VALLEY ENERGY INC	92050-090 06-	955 MAPLE WAY, JACKSON, WY	06/30/2022	69.15	.00	
156	LOWER VALLEY ENERGY INC	92050-092 06-	3150 S ADAMS CANYON DR ANI	06/30/2022	208.97	.00	
156	LOWER VALLEY ENERGY INC	92050-102 06-	145 W HANSEN AVE FRONT, JA	06/30/2022	44.28	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	06/30/2022	2,826.56	.00	
156	LOWER VALLEY ENERGY INC	92050-106 06-	940 SIMON LN, JACKSON, WY	06/30/2022	83.46	.00	
156	LOWER VALLEY ENERGY INC	92050-114 06-3	210 N CACHE ST HOME RANCH	06/30/2022	313.56	.00	
156	LOWER VALLEY ENERGY INC	92050-126 06-	SPRING WATER LN LIFT STATIO	06/30/2022	33.19	.00	
156	LOWER VALLEY ENERGY INC	92050-127 06-	3337 S CODY CREEK DR LIFT S	06/30/2022	438.39	.00	
156	LOWER VALLEY ENERGY INC	92050-131 06-	195 E DELONEY AVE RESTROO	06/30/2022	161.02	.00	
156	LOWER VALLEY ENERGY INC	92050-132 06-	160 S MILLWARD ST PARKING	06/30/2022	1,001.81	.00	
156	LOWER VALLEY ENERGY INC	92050-134 06-	160 S MILLWARD ST PARKING	06/30/2022	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-334 06-	JOSEPHINE LOOP LOT 15 LIFT	06/30/2022	92.71	.00	
156	LOWER VALLEY ENERGY INC	92050-341 06-	210 N CACHE ST HOME RANCH	06/30/2022	47.21	.00	
156	LOWER VALLEY ENERGY INC	92050-345 06-	930 SIMON LN, JACKSON, WY	06/30/2022	80.67	.00	
156	LOWER VALLEY ENERGY INC	92050-356 06-	55 KARNs MEADOW DR START	06/30/2022	473.30	.00	
156	LOWER VALLEY ENERGY INC	92050-357 06-	55 KARNs MEADOW DR START	06/30/2022	5,119.05	.00	
156	LOWER VALLEY ENERGY INC	92050-359 06-	MILLER PARK PARKING LOT CH	06/30/2022	127.80	.00	
156	LOWER VALLEY ENERGY INC	92050-361 06-	625 W BROADWAY AVE NEW P	06/30/2022	22.26	.00	
156	LOWER VALLEY ENERGY INC	92050-363 06-	455 VINE ST UTIL, JACKSON, W	06/30/2022	48.24	.00	
156	LOWER VALLEY ENERGY INC	92050-364 06-	65 VIRGINIAN LN #5, JACKSON,	06/30/2022	38.17	.00	
156	LOWER VALLEY ENERGY INC	92050-365 06-	65 VIRGINIAN LN #7, JACKSON,	06/30/2022	53.54	.00	
156	LOWER VALLEY ENERGY INC	92050-367 06-	455 VINE ST APT #3, JACKSON,	06/30/2022	32.72	.00	
156	LOWER VALLEY ENERGY INC	92050-368 06-	455 VINE ST APT #4, JACKSON,	06/30/2022	40.89	.00	
156	LOWER VALLEY ENERGY INC	92050-370 06-	2022 WILDFLOWER CT, JACKS	06/30/2022	55.96	.00	
156	LOWER VALLEY ENERGY INC	92050-371 06-	2022 WILDFLOWER CT, JACKS	06/30/2022	42.94	.00	
156	LOWER VALLEY ENERGY INC	92050-374 06-	455 VINE ST APT #1, JACKSON,	06/30/2022	49.27	.00	
156	LOWER VALLEY ENERGY INC	92050-375 06-	155 E PEARL AVE, JACKSON, W	06/30/2022	24.07	.00	
156	LOWER VALLEY ENERGY INC	92050-376 06-	149 E PEARL AVE, JACKSON, W	06/30/2022	106.73	.00	
156	LOWER VALLEY ENERGY INC	92050-378 06-	145 E PEARL AVE #A EAST, JAC	06/30/2022	26.84	.00	
156	LOWER VALLEY ENERGY INC	92050-381 06-	915 SIMON LN, JACKSON, WY	06/30/2022	112.22	.00	
156	LOWER VALLEY ENERGY INC	92050-383 06-	SNOW KING DR WATER TANK C	06/30/2022	17.66	.00	
156	LOWER VALLEY ENERGY INC	92050-385 06-	85 N SPRING GULCH RD SPRIN	06/30/2022	218.38	.00	
156	LOWER VALLEY ENERGY INC	92050-388 06-	121 SHERWOOD CT BLDG 2 BU	06/30/2022	23.64	.00	
156	LOWER VALLEY ENERGY INC	92050-389 06-	1640 MARTIN LN LIFT STATION,	06/30/2022	23.55	.00	
156	LOWER VALLEY ENERGY INC	92050-390 06-	400 W SNOW KING AVE HOUSI	06/30/2022	215.02	.00	
156	LOWER VALLEY ENERGY INC	92050-391 06-	400 W SNOW KING AVE PARK M	06/30/2022	206.26	.00	
156	LOWER VALLEY ENERGY INC	92050-392 06-	400 W SNOW KING AVE ADMIN,	06/30/2022	277.37	.00	
156	LOWER VALLEY ENERGY INC	92050-393 06-	400 W SNOW KING AVE EMPLO	06/30/2022	329.07	.00	
156	LOWER VALLEY ENERGY INC	92050-395 06-	145 E PEARL AVE #C LOFT, JAC	06/30/2022	31.30	.00	
156	LOWER VALLEY ENERGY INC	92050-396 06-	145 E PEARL AVE HSE/CMN, JA	06/30/2022	96.78	.00	
156	LOWER VALLEY ENERGY INC	92050-397 06-	145 E PEARL AVE #B WEST, JA	06/30/2022	56.70	.00	
156	LOWER VALLEY ENERGY INC	92050-398 06-	155 E PEARL AVE, JACKSON, W	06/30/2022	57.32	.00	
156	LOWER VALLEY ENERGY INC	92050-399 06-	155 E PEARL AVE, JACKSON, W	06/30/2022	64.44	.00	
156	LOWER VALLEY ENERGY INC	92050-401 06-	455 VINE ST APT #2, JACKSON,	06/30/2022	61.63	.00	
Total 156:					41,325.47	.00	
6526	LSC TRANSPORTATION CONSU	62244	PROFESSIONAL SERVICES	07/07/2022	2,205.00	.00	
Total 6526:					2,205.00	.00	
7048	M. NEILS ENGINEERING, INC	22115.21	155 E PEARL TENANT IMPROVE	06/30/2022	1,184.00	.00	
Total 7048:					1,184.00	.00	
677	MACY'S SERVICES	070822	RELEASE BOND 1084 SOUTH H	07/08/2022	2,000.00	2,000.00	07/08/2022
677	MACY'S SERVICES	100672	RESTROOM FOR DISPLACED Y	06/30/2022	500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 677:					2,500.00	2,000.00	
998	METROQUIP INC	P14840	DIRT SHOE RUNNER	04/06/2022	97.96	97.96	07/06/2022
Total 998:					97.96	97.96	
6770	MOBILITY FOREFRONT LLC	MFFINV0115	MONTHLY RENT	07/01/2022	35,000.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0121	AUGUST MONTHLY RENT	07/01/2022	35,000.00	.00	
Total 6770:					70,000.00	.00	
5717	MORILLON-ARELLANO, SHELLI	18029797663	REIMBURSTMENT: WASHER M	06/26/2022	527.88	.00	
Total 5717:					527.88	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5220513001	HX CAP SCREW, CABLE TIE, C	02/18/2022	309.61	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5410775001	SORBENT UNIVERSALS PAD, HX	05/13/2022	279.67	.00	
Total 4623:					589.28	.00	
7067	MUSGROVE ENGINEERING, PA	22-251A	22-251 155 E PEARL PROJECT	06/28/2022	8,500.00	.00	
Total 7067:					8,500.00	.00	
257	NAPA AUTO PARTS INC.	067863	TIRE VAL	05/26/2022	2.69	.00	
257	NAPA AUTO PARTS INC.	070926	MICRO2 FUSE TAP	06/10/2022	36.36	.00	
257	NAPA AUTO PARTS INC.	071012	COUPLING	06/10/2022	16.60	.00	
257	NAPA AUTO PARTS INC.	071164	CBC-30HB CIR BRKR, TOGGLE	06/11/2022	15.97	.00	
257	NAPA AUTO PARTS INC.	075267	TOOLS	06/28/2022	99.98	.00	
257	NAPA AUTO PARTS INC.	075642	NAPAGOLD OIL FILTER	06/30/2022	12.57	.00	
257	NAPA AUTO PARTS INC.	075672	NAPA SILENT GUARD REAR	06/30/2022	43.99	.00	
Total 257:					228.16	.00	
187	NELSON ENGINEERING	590007	SCOTT LANE/MAPLE PATHWAY	06/29/2022	2,421.25	.00	
187	NELSON ENGINEERING	59028	19-330-003 WELL EXPLORATIO	06/30/2022	9,956.97	.00	
187	NELSON ENGINEERING	59968	PROJ: 21-060-01 115 JACKSON	06/26/2022	7,424.25	.00	
Total 187:					19,802.47	.00	
1504	ONE CALL OF WYOMING	63894	JUNE TICKETS	07/06/2022	201.75	.00	
1504	ONE CALL OF WYOMING	63894	JUNE TICKETS	07/06/2022	201.75	.00	
Total 1504:					403.50	.00	
7052	PITTS, JASON	062122B	REIMBURSE TRAVEL EXPENSE	06/21/2022	481.05	.00	
Total 7052:					481.05	.00	
6483	PREMIER TRUCK- SALT LAKE C	38900	400 SERIES 100W REMOTE SIR	06/29/2022	3,043.74	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775382530	CREDIT: FLEX HOSE, O-RING S	06/29/2022	77.92-	.00	
Total 6483:					2,965.82	.00	
6594	PROTERRA	1043604	FLOOD PORT ASY	06/30/2022	800.64	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6594:					800.64	.00	
6613	QUADIENT FINANCE USA, INV	790004408054	POSTAGE	06/30/2022	932.96	.00	
Total 6613:					932.96	.00	
6649	QUADIENT LEASING USA, INC.	N9463660	MACHINE LEASE	06/21/2022	468.69	.00	
Total 6649:					468.69	.00	
7066	R & A SAFETY LLC	39979	DRUG TESTING	06/01/2022	80.00	.00	
7066	R & A SAFETY LLC	39989	DRUG TESTING	06/02/2022	200.00	.00	
7066	R & A SAFETY LLC	40058	RANDOM	06/10/2022	80.00	.00	
7066	R & A SAFETY LLC	40064	DRUG TESTING	06/15/2022	80.00	.00	
7066	R & A SAFETY LLC	40073	DRUG TESTING	06/16/2022	80.00	.00	
7066	R & A SAFETY LLC	40091	DRUG TESTING	06/20/2022	80.00	.00	
7066	R & A SAFETY LLC	40107	DRUG TESTING	06/21/2022	80.00	.00	
7066	R & A SAFETY LLC	40136	RANDOM	06/27/2022	80.00	.00	
7066	R & A SAFETY LLC	40143	DRUG TESTING	06/28/2022	80.00	.00	
7066	R & A SAFETY LLC	40160	DRUG TESTING	06/08/2022	99.72	.00	
Total 7066:					939.72	.00	
6274	REES, DAVID	062422	DOT PHYSICAL	06/24/2022	155.00	.00	
Total 6274:					155.00	.00	
7061	REYNOLDS, JANA	061022	DOT PHYSICAL REIMBURSE	06/10/2022	75.00	.00	
Total 7061:					75.00	.00	
1430	ROBINSON, ROXANNE DEVRIE	061022	TRAVEL EXPENSES WAM	06/10/2022	172.99	.00	
Total 1430:					172.99	.00	
5812	RUI INC. DBA VILLAGE GARDN	1323920	2022 WILDFLOWER MOWING	06/30/2022	321.20	.00	
5812	RUI INC. DBA VILLAGE GARDN	1323940	MOWING 145 W HANSON	06/30/2022	106.21	.00	
5812	RUI INC. DBA VILLAGE GARDN	1323940	MOWING 145 W HANSON	06/30/2022	106.21	.00	
5812	RUI INC. DBA VILLAGE GARDN	1323940	MOWING 145 W HANSON	06/30/2022	106.22	.00	
5812	RUI INC. DBA VILLAGE GARDN	1323940	MOWING 145 W HANSON	06/30/2022	106.22	.00	
5812	RUI INC. DBA VILLAGE GARDN	1323972	455 VINE MOWING	06/30/2022	60.95	.00	
5812	RUI INC. DBA VILLAGE GARDN	1323972	455 VINE MOWING	06/30/2022	60.96	.00	
5812	RUI INC. DBA VILLAGE GARDN	1323972	455 VINE MOWING	06/30/2022	60.95	.00	
5812	RUI INC. DBA VILLAGE GARDN	1323972	455 VINE MOWING	06/30/2022	60.96	.00	
Total 5812:					989.88	.00	
6889	SAFELITE FULFILLMENT INC	05008-001214	GBY SOLAR 3RD VISOR FRIT	02/28/2022	339.71	.00	
6889	SAFELITE FULFILLMENT INC	05008-001931	SOLAR 3RD VISOR FRIT GTY, L	06/30/2022	580.11	.00	
Total 6889:					919.82	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	87405280	EXTENDED SERVICE AREA FEE	11/04/2021	289.23	.00	
Total 2669:					289.23	.00	
4831	SCHAEFFER MFG. CO	PXG4477-INV1	SUPREME 9000 FULL SYNTHET	06/16/2022	3,638.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4831:					3,638.80	.00	
4691	SCHOW'S TRUCK CENTER	C005052164:	REMAN SHOE KIG	04/21/2022	545.70-	.00	
Total 4691:					545.70-	.00	
4359	SHERWIN-WILLIAMS CO.	0708-6	XYLENE 5-SW- 5 GAL	06/06/2022	124.90	.00	
4359	SHERWIN-WILLIAMS CO.	6507-5	XYLENE 5-SW	06/28/2022	62.45	.00	
4359	SHERWIN-WILLIAMS CO.	9554-5	HL 2152 FDTP WB WH, STFS 56	05/07/2022	1,770.45	.00	
Total 4359:					1,957.80	.00	
4720	SILVERSTAR	54639 070122	JULY SERVICE	07/01/2022	2,696.18	.00	
4720	SILVERSTAR	654791 070122	INTERNET SERVICES	07/01/2022	1,739.46	.00	
Total 4720:					4,435.64	.00	
7062	SJOBERG, HANNA	062122	REIMBURSE	06/21/2022	10.00	.00	
Total 7062:					10.00	.00	
236	SMITH POWER PRODUCTS,INC	3178074	OUTGOING FRT & HANDLING, F	06/27/2022	41.28	.00	
236	SMITH POWER PRODUCTS,INC	3178082	OUT FREIGHT & HANDLING, VP	06/27/2022	855.58	.00	
Total 236:					896.86	.00	
5165	SMITH, PHILLIP	063022	REIMBURSE UNIFORM CLOTHI	06/30/2022	250.00	.00	
Total 5165:					250.00	.00	
7063	SNAKE RIVER EXCAVATION	071222	RETURN BOND B22-0590	07/12/2022	7,000.00	7,000.00	07/12/2022
Total 7063:					7,000.00	7,000.00	
5632	SNAKE RIVER MEP COMPLETE,	7411	PROJ: START BUS- PARTS AND	05/11/2022	3,690.06	.00	
Total 5632:					3,690.06	.00	
4699	SNAKE RIVER ROASTING	78728	COFFEE	06/22/2022	113.90	.00	
4699	SNAKE RIVER ROASTING	78998	COFFEE	07/12/2022	94.00	.00	
Total 4699:					207.90	.00	
1505	SPRING CREEK ANIMAL HOSPI	625027030	ANIMAL MEDS	06/30/2022	51.90	.00	
1505	SPRING CREEK ANIMAL HOSPI	625027058	ANIMAL CARE	06/30/2022	217.26	.00	
1505	SPRING CREEK ANIMAL HOSPI	625027326	ANIMAL CARE	07/06/2022	45.38	.00	
Total 1505:					314.54	.00	
6838	SPSC POA - South Park Services	070122	WATER AND LOT FEE	07/01/2022	300.09	.00	
Total 6838:					300.09	.00	
4142	STAGE STOP INC	07/05/22	Refund BOND P21-010 SHORIN	07/05/2022	300,000.00	300,000.00	07/05/2022
Total 4142:					300,000.00	300,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4513	STANARD & ASSOCIATES, INC	SA000040946	ONLINE POST TESTING	06/30/2022	73.50	.00	
Total 4513:					73.50	.00	
7013	STEVE POLICAR LLC	START 22-002	AUDIT BUS	06/16/2022	11,600.00	.00	
7013	STEVE POLICAR LLC	START 22-003	BUS AUDIT	06/17/2022	11,600.00	.00	
Total 7013:					23,200.00	.00	
4990	Swagit Productions, LLC	20909	VIDEO STREAMING	06/30/2022	1,775.00	.00	
Total 4990:					1,775.00	.00	
6608	SWICEGOOD, WYATT	063022	TRAVEL EXPENSE	06/30/2022	126.57	.00	
Total 6608:					126.57	.00	
7059	TAYLOR, RILEY	063022	TRAVEL EXPENSES WAM	06/30/2022	199.32	.00	
Total 7059:					199.32	.00	
4514	TEAM LABORATORY CHEMICAL	INV0031221	FINE ROAD PATCH- (50 BAGS)	06/29/2022	897.50	.00	
Total 4514:					897.50	.00	
1443	TETON COUNTY CLERK	063022	Remaining Electrical fees 2021-20	06/30/2022	14,361.00	.00	
1443	TETON COUNTY CLERK	063022A	MONTHLY CONTRIBUTION PAR	06/30/2022	136,115.08	.00	
Total 1443:					150,476.08	.00	
581	TETON COUNTY INTEGRATED	569946	TRASH	06/28/2022	17.00	.00	
581	TETON COUNTY INTEGRATED	570017	TRASH	06/28/2022	8.00	.00	
581	TETON COUNTY INTEGRATED	570514	TRASH	06/30/2022	6.00	.00	
Total 581:					31.00	.00	
6813	TETON COUNTY PLANNING & B	199	NEIGHBORHOOD PLAN	07/01/2022	5,931.90	.00	
6813	TETON COUNTY PLANNING & B	201	NEIGHBORHOOD PLAN	07/07/2022	431.25	.00	
Total 6813:					6,363.15	.00	
6902	TETON COUNTY PUBLIC WORK	11	BUILD GRANT	06/21/2022	24,891.61	.00	
6902	TETON COUNTY PUBLIC WORK	8	BUILD GRANT	03/24/2022	35,472.75	.00	
6902	TETON COUNTY PUBLIC WORK	9	BUILD GRANT	04/19/2022	29,027.84	.00	
Total 6902:					89,392.20	.00	
55	TETON COUNTY SHERIFF'S-JAI	621	JUNE INMATES	07/06/2022	648.00	.00	
Total 55:					648.00	.00	
1614	TETON COUNTY-FUND 10	063022	JUNE CONTRIBUTION	06/30/2022	30,620.33	.00	
1614	TETON COUNTY-FUND 10	063022D	JUNE CONTRIBUTION	06/30/2022	12,692.86	.00	
1614	TETON COUNTY-FUND 10	063022F	JUNE CONTRIBUTION	06/30/2022	10,740.28	.00	
1614	TETON COUNTY-FUND 10	063022F	JUNE DISPATCH	06/30/2022	40,781.50	.00	
Total 1614:					94,834.97	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3027	TETON COUNTY-FUND 13	063022B	MONTHLY CONTRIBUTION	06/30/2022	154,389.72	.00	
3027	TETON COUNTY-FUND 13	063022C	MONTHLY CONTRIBUTION	06/30/2022	443.58	.00	
Total 3027:					154,833.30	.00	
166	TETON COUNTY-FUND 19	063022	JUNE BILLING	06/30/2022	1,679.65	.00	
Total 166:					1,679.65	.00	
268	TETON MOTORS INC	5102600	KIT, FRT	06/14/2022	88.62	.00	
268	TETON MOTORS INC	5102647	POWER TAG, FRT	06/17/2022	1,440.38	.00	
268	TETON MOTORS INC	5102685	SENSOR	06/22/2022	11.91	.00	
268	TETON MOTORS INC	8018888	BUMPER, FRT, HAZ MATERIALS	04/25/2022	1,111.38	.00	
Total 268:					2,652.29	.00	
3162	TETON TRASH REMOVAL, INC.	22 JUL 968	TRASH REMOVAL 145 HANSEN	07/01/2022	49.00	.00	
Total 3162:					49.00	.00	
298	TETON YOUTH & FAMILY SERVI	063022	4TH QUARTER PAYMENT	06/30/2022	64,062.50	.00	
Total 298:					64,062.50	.00	
6941	THE CONNOR E FIELD TRUST	070122	JULY WILSON MASTER LEASE	07/01/2022	2,575.00	.00	
6941	THE CONNOR E FIELD TRUST	080122	AUGUST WILSON RENT	07/13/2022	2,575.00	.00	
Total 6941:					5,150.00	.00	
3955	THOMSON WEST	846598050	LIBRARY PLAN CHANGES	07/01/2022	455.91	.00	
3955	THOMSON WEST	846598050	LIBRARY PLAN CHANGES	07/01/2022	455.91	.00	
Total 3955:					911.82	.00	
6363	TMSC LLC	2022-006-5	REPLACE T STATS	06/29/2022	180.00	.00	
6363	TMSC LLC	2022-006-5B	REPAIRS	06/29/2022	1,092.00	.00	
6363	TMSC LLC	2022-006-5C	HOME RANCH REPAIRS	06/10/2022	360.00	.00	
Total 6363:					1,632.00	.00	
7057	TREES, CALI	070822	RETURN BOND CASE 22-04-005	07/08/2022	1,000.00	1,000.00	07/08/2022
Total 7057:					1,000.00	1,000.00	
6321	Tribech Software Sytems	354658	ANNUAL APA CLOUD	05/18/2022	2,957.33	.00	
Total 6321:					2,957.33	.00	
6962	TRIHYDRO CORPORATION	0178318	80F-001-001 WWTP TECH RE	06/30/2022	22,514.00	.00	
Total 6962:					22,514.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR1074673	COPIER CONTRACT	06/21/2022	356.98	.00	
3881	VALLEY OFFICE SYSTEMS	AR1076504	COPIER CONTRACT	06/28/2022	65.11	.00	
Total 3881:					422.09	.00	
6319	VIRGINIAN VILLAGE CONDO H	723	DUES	07/07/2022	540.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6319	VIRGINIAN VILLAGE CONDO H	723	DUES	07/07/2022	540.00	.00	
Total 6319:					1,080.00	.00	
2736	W.A.R.M. PROPERTY INSURAN	1491	CRIME INSURANCE	07/01/2022	720.20	.00	
Total 2736:					720.20	.00	
517	WAM	17172	FY 2023 dues	07/06/2022	12,562.00	.00	
Total 517:					12,562.00	.00	
1358	WAMCAT	071222	MEMBERSHIP DUES RILEY TAY	07/12/2022	75.00	.00	
Total 1358:					75.00	.00	
563	WESTBANK SANITATION	3985097T022	TRASH PICK UP @ WWTP-	06/01/2022	976.68	.00	
563	WESTBANK SANITATION	4006775T022	TRASH REMOVAL @ 940 SIMON	07/01/2022	127.07	.00	
Total 563:					1,103.75	.00	
1640	WESTERN STATE	IN001990258	CAP AS-FUEL	04/18/2022	103.98	.00	
Total 1640:					103.98	.00	
472	WHITE GLOVE CLEANING, INC.	8186	WINDOW CLEANING PRESSUR	06/30/2022	3,048.13	.00	
472	WHITE GLOVE CLEANING, INC.	8234	CASE TOWELS	06/30/2022	230.00	.00	
Total 472:					3,278.13	.00	
4012	WILSON HARDWARE	397567	PROJ: PUMP HOUSE- SHINGLE	06/28/2022	181.78	.00	
4012	WILSON HARDWARE	397571	PROJ: PUMP HOUSE- ROOFING	06/28/2022	61.53	.00	
4012	WILSON HARDWARE	397783	PROJ: PUMP HOUSE- SHINGLE	06/30/2022	45.44	.00	
4012	WILSON HARDWARE	398157	SHINGLES	07/06/2022	349.93	.00	
Total 4012:					638.68	.00	
6117	WILSON, JOHN	070122	JULY WILDFLOWER	07/01/2022	2,200.00	.00	
6117	WILSON, JOHN	080122	AUGUST RENT	07/13/2022	2,200.00	.00	
Total 6117:					4,400.00	.00	
4139	WY WORKERS' SAFETY & COM	063022	JULY PREMIUM	06/30/2022	16,879.44	16,879.44	06/30/2022
Total 4139:					16,879.44	16,879.44	
406	WYOMING LAW ENFORCEMEN	063022	OFFICER EDUCATION TRAININ	06/30/2022	170.00	.00	
406	WYOMING LAW ENFORCEMEN	C-11646	TRAINING	06/17/2022	62.00	.00	
Total 406:					232.00	.00	
7065	WYOMING LAW ENFORCEMEN	C-11737	ADVANCED FIREARMS	07/07/2022	310.00	.00	
Total 7065:					310.00	.00	
329	WYOMING RETIREMENT SYST	225729	June Contributions	06/30/2022	190,894.44	190,894.44	06/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 329:					190,894.44	190,894.44	
5539	Y2 CONSULTANTS, LLC	19145	PROJ: 19245- SRV-LEDE- LEDG	06/22/2022	352.50	.00	
Total 5539:					352.50	.00	
2842	YELLOW IRON EXCAVATION, LL	70896B	TRASH REMOVAL @ 455 VINE	05/31/2022	2.50	2.50	07/06/2022
2842	YELLOW IRON EXCAVATION, LL	70896B	TRASH REMOVAL @ 455 VINE	05/31/2022	2.50	2.50	07/06/2022
2842	YELLOW IRON EXCAVATION, LL	70896B	TRASH REMOVAL @ 455 VINE	05/31/2022	2.50	2.50	07/06/2022
2842	YELLOW IRON EXCAVATION, LL	70896B	TRASH REMOVAL @ 455 VINE	05/31/2022	2.50	2.50	07/06/2022
2842	YELLOW IRON EXCAVATION, LL	71837	trash removal - 915 Simon Lane	06/30/2022	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	72119	155 E PEARL	06/30/2022	120.00	.00	
2842	YELLOW IRON EXCAVATION, LL	72120	ANIMAL SHELTER TRASH REM	06/30/2022	160.00	.00	
2842	YELLOW IRON EXCAVATION, LL	72121	SNOW KING TRASH	06/30/2022	720.00	.00	
Total 2842:					1,050.00	10.00	
Grand Totals:					1,978,679.37	619,367.74	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND TOWN COUNCIL
FOR THE MONTH OF JUNE, 2022**

During the month of June, the Court received \$21,928 in fines, costs, and fees.
320 new cases were docketed: 213 parking citations, 107 summons
37 cases were dismissed: 18 parking violations

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest,
G=Found Guilty at Trial, NG=Found Not Guilty at Trial,
R=Restitution, CS=Community Service, DP=Deferred Prosecution, D=Dismissed, D-TS= Dismissed with Traffic School,
DA=Deferred Adjudication

CLOSED CASES (Summons only)

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
01047M	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
01419M	Interference w/PD: Resisting officer	BF	100
06859M	state statute-31-7-106A	D- Per Town's Motion	0
06860M	Compulsory Auto Insurance	D- Per Town's Motion	0
186000437AC	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
186000462AC	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
186001950AC	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
186002702AC	Compulsory Auto Insurance	D-Provided valid information	0
186002704AC	Compulsory Auto Insurance	D-Provided valid information	0
186002706AC	state statute 31-7-134A	D- Per Town's Motion	0
186002709AC	MPH over limit Bond 22/15	BF	119
186002907AC	Public intoxication	D- Per Town's Motion	0
186003079AC	Driving under suspension	BF	250
186003080AC	Failure to maintain liability coverage	BF	250
186003129AC	Public intoxication	BF	100
186003189AC	Public intoxication	BF	135
186003196AC	Opening & closing Veh doors when reasonable safe	BF	100
186003237AC	Required position & method of turning at intersections	BF	80
186003240AC	No Driver's license	BF	400
186003357AC	Improper Display of Tabs-registration	BF	45
186003365AC	MPH over limit Bond 49/30	BF	223
186003429AC	MPH over limit Bond 46/30	BF	202
186003459AC	Public intoxication	D- Per Town's Motion	0
186003460AC	Use of cell phone while driving prohibited	BF	75
186003461AC	Improper Display of Tabs-registration	BF	45
186003462AC	Compulsory Auto Insurance	D-Provided valid information	0
186003516AC	Stop Sign Violation	BF	140
186003518AC	MPH over limit Bond 35/30	BF	65
186003544AC	Failure to display valid license plate, tabs, permits	BF	90
186003545AC	MPH over limit Bond 35/30	BF	65
186003615AC	Expired temporary permit/improper registration	BF	140
186003632AC	Compulsory Auto Insurance	D-Provided valid information	0
186003633AC	MPH over limit Bond 40/25	BF	195
186003639AC	MPH over limit Bond 37/25	BF	174
186003661AC	MPH over limit Bond 42/30	D-TS	0
186003686AC	Failure to Obey Traffic Control Device	BF	140
186003687AC	Failure to Obey Traffic Control Device	BF	140
186003688AC	Failure to Obey Traffic Control Device	BF	140
186003689AC	Improper Display of Tabs-registration	BF	90
186003694AC	Failure to yield ROW approaching intersections	BF	90

186003695AC	Following too Close	BF	90
186003697AC	Yield to pedestrian within crosswalk	BF	90
186003698AC	Public intoxication	BF	135
186003701AC	Failure to display valid license plate, tabs, permits	BF	90
186003724AC	MPH over limit Bond 47/25	BF	274
186003730AC	Careless Driving	BF	120
186003731AC	Failure to Obey Traffic Control Device	BF	140
186003757AC	Improper Display of Tabs-registration	BF	90
186003759AC	Use of cell phone while driving prohibited	BF	75
186003760AC	Compulsory Auto Insurance	D-Provided valid information	0
186003761AC	MPH over limit Bond 35/25	BF	140
186003764AC	Stop Sign Violation	BF	140
186003773AC	MPH over limit Bond 52/30	BF	274
186003774AC	MPH over limit Bond 40/30	BF	140
186003776AC	MPH over limit Bond 40/30	BF	140
186003784AC	Use of cell phone while driving prohibited	BF	85
186003793AC	Limitations on Backing	BF	100
186003795AC	Operating Under Suspended or revoked license	BF	440
186003802AC	MPH over limit Bond 40/25	BF	195
186003803AC	MPH over limit Bond 35/25	BF	140
186003805AC	Use of cell phone while driving prohibited	BF	75
186003806AC	Stop Sign Violation	BF	140
186003807AC	Limitations on Backing	BF	100
186003808AC	Stop Sign Violation	BF	140
186003809AC	Stop Sign Violation	BF	140
186003810AC	Stop Sign Violation	BF	140
186003811AC	Stop Sign Violation	BF	140
186003818AC	Public intoxication	BF	135
186003821AC	Use of cell phone while driving prohibited	BF	150
186003822AC	Damage to attended vehicle or property	BF	240
186003826AC	Public intoxication	BF	135
186003832AC	Stop Sign Violation	BF	140
186003843AC	Public intoxication	BF	135
186003844AC	Failure to Obey Traffic Control Device	BF	140
186003846AC	Use of cell phone while driving prohibited	BF	75
186003854AC	Use of cell phone while driving prohibited	BF	75
186003855AC	MPH over limit Bond 31/15	BF	202
186003857AC	Required position & method of turning at intersections	BF	90
186003862AC	Traffic Control Signals: Red	BF	140
186003876AC	Failure to stop at a red light	BF	90
186003878AC	Stop Sign Violation	BF	140
98403N	Speed Limits Generally 30/20	D-TS	0
98443N	Public intoxication	BF	135
98951N	Wrong way on one-way street	BF	110

STAFF REPORT



Meeting Date:	July 18, 2022	Meeting Title:	Regular Meeting Consent
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Hope in Action: Wyoming's Response to Climate Change	Public Comment	Yes

Purpose & Policy Considerations.

The Mayor and Council approve all special event applications requesting the use of public property, services of Town personnel and Town equipment on behalf of the Town of Jackson.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by The Nature Conservancy, Wyoming Chapter, a local non-profit organization, for the Hope in Action: Wyoming's Response to Climate Change event.

Recommendations.

Staff recommends the approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.

The applicant, The Nature Conservancy, a local non-profit, plans to host the Hope in Action: Wyoming's Response to Climate Change event on Monday, August 22, 2022 between the hours of 5:00 P.M. to 9:00 P.M. at the Center for the Arts.

Permission by the Town Council would be needed for the applicant to reserve parking spaces / drop off space located directly in front of the Center for the Arts building on South Cache between the hours of 5:00 P.M. and 9:00 P.M. on Monday, August 22, 2022.

The parking request has been reviewed by various Town and Joint Departments including Public Works, Police, and Fire/EMS. These departments indicated no significant concerns with this request.

The applicant may request to utilize barricades and cones from the Public Works Department for the event. Public Works has indicated that they would be able to assist with this request if the equipment was available.

For 2022, the applicant will work with the Teton County Health Department and make adjustments for hosting the event in accordance with the Center for Disease Control guidelines as well as following any state and local health orders that may be in place during the summer. This application has been reviewed by the Teton County Health Department.



The applicant requests the following in association with each market:

- Permission to post “No Parking” signs on South Cache Street as depicted in the map above. The applicant will be responsible for the production, posting, and removal of the associated no parking signage.
- Permission to utilize the parking spaces depicted in the map above between the hours of 5:00 P.M. and 9:00 P.M..
- Permission to use Town of Jackson barricades and cones for the parking space reservations.

Analysis.

The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department.

Possible Alternatives.

- Approve the request with modifications
- Deny the request
- Other

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

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

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community’s central Complete Neighborhood, a gateway to the nation’s parks and forests, and the regional center for tourism, the arts and employment. The

enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

Policy 4.4.a: Maintain and improve public spaces

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

Fiscal Impact.

No fiscal impact.

Staff Impact.

Staff impact includes:

- securing town equipment from Public Works (approximately 30 minutes),
- departmental review of application (approximately 3 hours of total staff time),
- preparation of staff report (approximately 30 minutes),

In total approximately 4 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. Event organizer will be subject to the review of the Teton County Health Department.
2. The event shall abide by any state or local health order in place.
3. The applicant shall clean up immediately.
4. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town Attorney.
5. No exhibits, tables, chairs, or other equipment shall be placed on walkways along South Cache Avenue that will obstruct pedestrian traffic.
6. Any power cords that cross walkways or turf where event goers walk shall be taped or covered and secured as to avoid a tripping hazard.
7. The applicant shall be responsible for the closure of the parking spaces and for the production, posting, and removal of no parking signage and handicapped parking signage.
8. The applicant shall arrange the use of any town equipment including barricades and traffic cones with the Public Works Department. This may include an equipment deposit for use.

Attachments or Links.

Special Event Application

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

I move to approve the special event application made by The Nature Conservancy, Wyoming Chapter for the Hope in Action: Wyoming's Response to Climate Change event subject to the conditions and restrictions listed in this staff report dated July 18, 2022.

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001



**A completed application
must be submitted at least
21 days prior to your event.**

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)

Non-Profit Fee: \$25
For-Profit Fee: \$150

APPLICANT INFORMATION

Name of Event: Hope in Action: Wyoming's Response to Climate Change

Name of Organization: The Nature Conservancy, Wyoming Chapter

Type of Organization: ☒ Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: 258 Main Street Suite 200

City: Lander State: WY Zip Code: 82520

Name of Person Completing Application: Deb Barracato

Email Address: deb@flitner.net

Work Phone: 208.399.2232 Cell Phone: 208.399.2232

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☒ Other: Climate change forum

Description & Purpose of Event *(Attach additional sheets if necessary):* _____

To highlight Dr. Katharine Hayhoe, a climatologist and chief scientist for The Nature

Location of Event: Center for the Arts theater Alternative Location: N/A

Date(s) of Event: August 22, 2022 Event Operating Hours: 5-9 p.m.

Event Set Up Begins Date: August 22, 2022 Time: 3 p.m.

Event Clean Up Ends Date: August 22, 2022 Time: 10 p.m.

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: _____ Total Event: ~500 _____

Special Considerations (check all that apply):

- | | | |
|--|---|--|
| ☐ Alcoholic Beverages | ☐ Cooking/Grilling | ☐ Electricity Requested |
| ☐ Food Sales | ☐ Merchandise Sales | ☐ Recurring Event |
| ☐ Ticketed Admission | ☐ Sound Amplification | ☐ Pets or Animals |
| ☐ Tents | ☐ Street Closure | ☐ Sidewalk Closure |
| ☐ Overnight Parking | ☐ Overnight RV Camping | ☐ Use of Town Square |

Event Co-Sponsor (s): _____

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? ☐ Yes ☒ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Nikki Melanson Cell Phone: 307-699-2532

EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- | | |
|---|---|
| ☐ Tents (X) | ☐ Food Vendors (FV) |
| ☐ Beverage Vendors (BV) | ☐ Alcohol Vendors (A) |
| ☐ Portable Toilets (T) | ☐ Hand Washing Sink (HWS) |
| ☐ Stages or Amplified Sound (SO) | ☐ Bleachers (BL) |
| ☐ Garbage Receptacles (G) | ☐ Recycling Receptacles (RR) |
| ☐ Retail Merchants (RM) | ☐ Security (P) |
| ☐ Fire Lane (FL) | ☐ Fire Extinguishers (EX) |
| ☐ First Aid / EMS (FA) | ☐ Barricades (B) |
| ☐ Electricity / Generator (EL) | ☐ Trailers, Vehicles, Storage (TR) |

Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot?

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

Vehicle pull-out in front of Center box office entrance August 22, 2022 5 p.m. - 9 p.m.

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces?

☐ Yes

☒ No

If "Yes", how many parking spaces will be unavailable due to the event: _____ parking spaces

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted?

☐ Yes

☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes

☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

_____ Large Street Barricades	_____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	_____ "Local Traffic Only" Street Signs
_____ 28 Inch Street Cones	_____ "Detour" Street Signs
_____ Candlestick Cones	_____ 32-Gallon Recycling Bins

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security	☐ Mounted Horse Patrol	☐ Traffic Control
☐ Race Lead Vehicle	☐ Parade Lead Vehicle	☐ General Presence
☐ Towing / Ticketing	☐ Assistance with Parking Closures	☐ Assistance with Street Closures

Please describe in detail your request: _____

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☐ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☐ Yes ☐ No

If "Yes", please indicate times: Start Time: _____ Finish Time: _____

Will your event feature any musical entertainment? ☐ Yes ☐ No

If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☒ No

If "Yes", have you completed a sign permit application? ☐ Yes ☐ No

A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ☐ Yes ☒ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: _____ Number of ADA Accessible Portable Toilets: _____

If "No", please explain: _____

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: _____

Restroom Drop off / Pick Up Date for Drop Off: Time for Drop Off:_____

Date for Pick Up: _____ Time for Pick Up: _____

ALCOHOL

Will there be alcoholic beverages at the event? ☒ Yes ☐ No

Will you be offering any alcoholic beverages besides beer? ☒ Yes ☐ No

If "Yes", what will be offered in addition to beer? Center for the Arts will operate a cash bar

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☒ No

If "Yes", which company will you be using? _____

How many trash receptacles will be supplied for your event? _____

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? _____

Describe your plan for the collection and removal of trash during your special event:

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ☐ Yes ☒ No

If "Yes" which company will you be using? Center for the Arts provides trash and recycling

How many recycling receptacles will they (or you) supply for your event? _____

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event: _____

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

Special Event Application

SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☐ Yes

☒ No

If "YES" please indicate any significant changes to the event request since its last approval:

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: DB

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: DB _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: DB

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: DB

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7).

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: DB

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

I have read and understand the standard conditions for events. I have answered all of the questions in _____ and to the best of my knowledge.

APPLICANT: _____

eSigned via SeamlessDocs.com

Key: d006b9c9687956c8be92b86b94d92d4

Signature

APPLICANT: Debra Barracato

Printed Name

DATE: 06/09/2022

TITLE: contracted event manager

STAFF REPORT



Meeting Date:	July 18, 2022	Meeting Title:	Regular Meeting Consent
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Art Walk	Public Comment	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting services of Town employees, temporary parking restrictions, and Town equipment.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by Horizon Fine Art Gallery for their "Art Walk" outdoor artist demonstrations.

Recommendations.

Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.

The applicant, Horizon Fine Art Gallery, requests permission to utilize 2 parking spaces in front of their business located at 30 South King Street on July 21 between the hours of 10:00 A.M. and 7:00 P.M. The applicant is requesting the use of the spaces to all allow for artists to work outside. Some of the work that the artists will be doing will require outdoor space due to the nature of the creation of the art. The public is invited to observe. This request is similar to the event that was recently approved by the Town Council for this same gallery. The previous event that was approved took place on July 2 and 3, 2022.

The past two years the applicant has received permission to host similar events through the Parklet Application. This year the Town has requested that the applicant seek permission through a Special Event application.

The applicant will continue to work with the Teton County Health Department and make adjustments in accordance with the Center for Disease Control guidelines as well as following any existing COVID-19 state and local health orders that are in place. This application has been reviewed by the Teton County Health Department.

The applicant requests the following in association with the event:

- Permission to close 2 parking spaces directly in front of their business located at 30 South King Street from 10:00 A.M. until 7:00 P.M. on July 21, 2022.
- Permission to post "No Parking" signs in the proposed parking spaces. The applicant will be responsible for the production, posting, and removal of the signage.
- Permission to use Town of Jackson barricades and cones.

Analysis.

The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department and Town staff to ensure that the event organizers are cognizant of the Center for Disease Control and Prevention's COVID guidelines for outdoor events.

Possible Alternatives.

- Approve the request with modifications
- Deny the request

- Other

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.

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

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

Policy 4.4.a: Maintain and improve public spaces

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

Fiscal Impact.

Fiscal impact includes income from a special event application fee of \$150.

Staff Impact.

- processing special event permit (approximately 30 minutes),
- securing town equipment from Public Works (approximately 30 minutes),
- departmental review of application (approximately 2 hours of total staff time),
- preparation of staff report (approximately 1 hour),

In total approximately 4 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. The event will be subject to the review of the Teton County Health Department.
2. The event shall abide by any state or local health order in place.
3. The applicant shall clean up immediately after the event and shall be responsible for the collection and removal of all trash generated by the event.
4. The applicant shall coordinate all food service with Teton County Public Health prior to serving food to the public.
5. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required at least one week prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.

6. The applicant shall not block any sidewalk or obstruct pedestrian traffic.
7. The applicant shall maintain an emergency vehicle access lane during the event.
8. Banners are not permitted unless approved in advance by separate application to the Planning and Building Department.
9. All power or sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
10. Fire department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
11. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
12. All electrical/temporary power shall be in accordance with the National Electric Code and subject to inspection from this Department (IFC 605.9).
13. The applicant shall be responsible for the closure of the parking spaces and the procuring, posting and removal of any signage including but not limited no parking and handicapped parking signs associated with the event.
14. An adequate number of designated handicapped parking spaces shall be established in the vicinity of the event.

Attachments or Links.

Special Event Application

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

I move to approve the special event application made by Horizon Fine Art Gallery for their "Art Walk" outdoor artist demonstrations on July 21, 2022 subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)



**A completed application
must be submitted at least
21 days prior to your event.**

Non-Profit Fee: \$25
For-Profit Fee: \$150

APPLICANT INFORMATION

Name of Event: Art Walk

Name of Organization: Horizon Fine Art Gallery

Type of Organization: ☐ Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: 30 S. King St P.O. Box 4920

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Mary Rossington

Email Address: horizonfineart@wyoming.com

Work Phone: 307-739-1540 Cell Phone: _____

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☐ Other: Art Show

Description & Purpose of Event *(Attach additional sheets if necessary):* _____

We want to block off two spaces for our artists to demonstrate during the gallery walk

Location of Event: 30 S. King St Alternative Location: _____

Date(s) of Event: July 21st Event Operating Hours: 10-7

Event Set Up Begins Date: July 21, 2022 Time: 10am

Event Clean Up Ends Date: July 21, 2022 Time: 7pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: _____ Total Event: _____

Special Considerations (check all that apply):

- | | | |
|--|---|--|
| ☐ Alcoholic Beverages | ☐ Cooking/Grilling | ☐ Electricity Requested |
| ☐ Food Sales | ☐ Merchandise Sales | ☐ Recurring Event |
| ☐ Ticketed Admission | ☐ Sound Amplification | ☐ Pets or Animals |
| ☐ Tents | ☐ Street Closure | ☐ Sidewalk Closure |
| ☐ Overnight Parking | ☐ Overnight RV Camping | ☐ Use of Town Square |

Event Co-Sponsor (s): _____

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? ☐ Yes ☐ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Mary Rossington Cell Phone: 307-690-1435

EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- | | |
|---|---|
| ☐ Tents (X) | ☐ Food Vendors (FV) |
| ☐ Beverage Vendors (BV) | ☐ Alcohol Vendors (A) |
| ☐ Portable Toilets (T) | ☐ Hand Washing Sink (HWS) |
| ☐ Stages or Amplified Sound (SO) | ☐ Bleachers (BL) |
| ☐ Garbage Receptacles (G) | ☐ Recycling Receptacles (RR) |
| ☐ Retail Merchants (RM) | ☐ Security (P) |
| ☐ Fire Lane (FL) | ☐ Fire Extinguishers (EX) |
| ☐ First Aid / EMS (FA) | ☐ Barricades (B) |
| ☐ Electricity / Generator (EL) | ☐ Trailers, Vehicles, Storage (TR) |

Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☐ Yes ☒ No

Area of Closure Request	Date(s)	Start Time	End Time

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces? ☒ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: 2 parking spaces

Will the event closure requests impact any START Bus routes? ☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted? ☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

_____ Large Street Barricades	_____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	_____ "Local Traffic Only" Street Signs
_____ 28 Inch Street Cones	_____ "Detour" Street Signs
_____ Candlestick Cones	_____ 32-Gallon Recycling Bins

☼ The equipment above can be arranged through the Public Works Department (307) 733-3079. A \$500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

☼ The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

☼ If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

☼ Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security	☐ Mounted Horse Patrol	☐ Traffic Control
☐ Race Lead Vehicle	☐ Parade Lead Vehicle	☐ General Presence
☐ Towing / Ticketing	☐ Assistance with Parking Closures	☐ Assistance with Street Closures

Please describe in detail your request: _____

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☐ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☐ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☐ Yes ☐ No

If "Yes", please indicate times: Start Time: _____ Finish Time: _____

Will your event feature any musical entertainment? ☐ Yes ☐ No

If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☐ Yes ☐ No

If "Yes", have you completed a sign permit application? ☐ Yes ☐ No

A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☐ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities?

☐ Yes

☐ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: _____ Number of ADA Accessible Portable Toilets: _____

If "No", please explain: _____

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: _____

Restroom Drop off / Pick Up Date for Drop Off: _____ Time for Drop Off: _____

Date for Pick Up: _____ Time for Pick Up: _____

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☐ No

Will you be offering any alcoholic beverages besides beer?

☐ Yes

☐ No

If "Yes", what will be offered in addition to beer? _____

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☐ No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☐ No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☐ Yes

☐ No

If "Yes", which company will you be using? _____

How many trash receptacles will be supplied for your event? _____

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? _____

Describe your plan for the collection and removal of trash during your special event:

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ☐ Yes ☐ No

If "Yes" which company will you be using? _____

How many recycling receptacles will they (or you) supply for your event? _____

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event: _____

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

Special Event Application

SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes

☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

None

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: MR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: MR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a \$500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf.

Initials: MR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: MR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: MR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procurement, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: 
Signature

APPLICANT: Mary Rossington
Printed Name

DATE: 07/07/2022

TITLE: Gallery Director

STAFF REPORT



Meeting Date:	July 18, 2022	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	1540 Martin Lane License Agreement and Thaw Well Utility Easement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve two agreements for 1540 Martin Lane for the installation of a new thaw well utility:

1. Irrevocable License Agreement
2. Thaw Well Infrastructure Easement Agreement

Requested Action.

To approve an Irrevocable License Agreement and a Thaw Well Infrastructure Easement Agreement for a new thaw well utility asset at 1540 Martin Lane.

Recommendations.

Staff recommends approval for the Irrevocable License Agreement and Thaw Well Infrastructure Easement Agreement for a new thaw well utility asset at 1540 Martin Lane.

Background.

The Town of Jackson currently owns two thaw wells located on Flat Creek. These thaw wells were installed in the late 1990's to discharge warm water (from the aquifer) into Flat Creek in order to add warmer water to inhibit ice formation from occurring. The Flat Creek Watershed Improvement District (FCWID), which the Town is a member of, operates the thaw wells through the use of computer systems to keep wintertime ice flooding events to minimum. It was determined through the use of computer modeling (Daly, 2001) that use of thaw wells could mitigate ice-related flooding for distances of about 500 – 5,000 feet downstream of a thaw well, depending on stream discharge and ambient air temperature. It was further proposed that the FCWID adopt an active management system, utilizing "smart" heat application (thaw wells) and mechanical extraction (excavators) to minimize ice volume in Flat Creek and, thereby, avert the risk of winter flooding.

Analysis.

As part of the 2019 SPET for Gregory Lane improvements, a new thaw well utility asset was added to be a part of that project's SPET language, therefore, a part of the project. Since the collection for this SPET project was expected to take a few years, Council approved moving some of the funds in the FY22 Budget to construct a new thaw well utility asset on Martin Lane.

Staff identified multiple properties for this project and began, in July of 2021, obtaining interest from nearby property owners for potential easements. The only property owner willing to grant said easements and agreements was Lot 10 of the Jackson Business Park Addition, owned by the Teton County School District (TCSD). TCSD has approved a License Agreement and a Thaw Well Utility Easement for the project. The License Agreement is temporary and will allow use of the TCSD property for the purpose of constructing the project. The Thaw Well Utility Easement utilizes a portion of an existing pathway easement on the TCSD property. Though this project utilizes an existing pathway easement, it by no means utilizes the full width of the easement, which should allow for a future pathway if one is constructed.

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving both the License Agreement and/or the Thaw Well Easement.
2. Amending the License Agreement and/or the Thaw Well Easement.
3. Other.

Comprehensive Plan & Priority Alignment.

- Section 8: Quality Community Service Provision

Fiscal Impact.

Fiscal impact for this item includes \$266,634.00 in the FY22 2019 SPET Budget, which will get rolled-over into FY23 Budget for estimated construction in the fall of 2022. Future fiscal impacts will be realized in additional repair/maintenance costs for the asset and additional required water testing once the asset is operational.

Staff Impact.

Staff impact for this item includes roughly 70 hours of time spent project managing, designing, procuring easements, meetings, and review. Additional time will be spend overseeing construction and installation of the asset.

Attachments or Links.

- Irrevocable License Agreement
- Thaw Well Infrastructure Easement Agreement with Exhibits

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

I move to approve an Irrevocable License Agreement and a Thaw Well Infrastructure Easement Agreement for 1540 Martin Lane for the installation of a new thaw well utility, subject to any minor staff revisions.

IRREVOCABLE LICENSE AGREEMENT

This Irrevocable License Agreement ("**License**" or "**Agreement**") is made and entered into on this ____ day of _____, 20____ ("**Effective Date**") by and between Teton County School District NO. 1, State of Wyoming, of P.O. Box 568, Jackson, Wyoming 83001 ("**Grantor**"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, concurrent with the execution of this Agreement, Grantor and Grantee entered into a Thaw Well Infrastructure Easement Agreement over certain portions of Grantor's property located in Jackson, Wyoming and further described in **Exhibit A** attached hereto ("**Easement Area**").

WHEREAS, Grantee is constructing thaw well infrastructure within the Easement Area (the "**Project**").

WHEREAS, Grantor owns the real property outside the Easement Area and within the "limits of disturbance" as such area is described and approved in applicable grading and erosion control permits for the Project, as they may be amended from time to time ("**License Area**")

WHEREAS, Grantor and Grantee desire to enter into a limited and temporary irrevocable license agreement to permit Grantee to enter upon and utilize the **License Area** to construct the thaw well infrastructure within the Easement Area. The License Area shall consist of a width thirty (30) feet south of the property line within the Easement Area and shall consist of the full length of the Easement Area.

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, the duties and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of License. Grantor hereby grants to Grantee its officers, officials, employees, agents, representatives, contractors and related personnel, subcontractors and related personnel, licensees, successors, and assigns a non-exclusive irrevocable license during the Term (as defined below) to enter upon and utilize the License Area for: (a) storing equipment and materials; (b) conducting construction activities related to the Project; and (c) any other purposes allowed by the grading and erosion control permits for the Project, as they may be amended from time to time ("**Permit**"). Grantor shall not unreasonably interfere with Grantee's use of the License Area. Grantee shall utilize the License Area in accordance with all terms and conditions of the Permit.
2. Term of License. The term of the license shall commence on the Effective Date and shall expire on the earlier of (a) the date of final completion of the Project or (b) December 31, 2022, unless an extension is agreed to in writing by both parties ("**Term**"). At the expiration of the Term, Grantee shall remove its materials and equipment from the License Area.
3. Binding Effect. The License shall inure to the benefit of the Grantee, and Grantee's successors and assigns, during the Term. Grantor acknowledges that the License Area shall be owned, conveyed, encumbered, leased, used, and developed subject to the License and the terms and conditions set forth herein, which shall run with the License Area and shall be binding on all parties having or acquiring legal title, possession, or other interest in the License Area, or any part thereof, during the Term.
4. Grantee's Easement Rights. Notwithstanding anything herein to the contrary, it is acknowledged by the parties hereto that Grantee retains all rights and privileges associated with its pre-existing Pathway and Recreation Easement and Thaw Well Infrastructure Easement.
5. Limitations on Grantee's Use. Grantee shall exercise the rights granted above with due regard to the rights of others and their use thereof and shall not use the License Area in a way that would impair the rights of Grantor or others.
6. Notice of Construction. Grantee shall give Grantor advance written notice of at least seven (7) calendar days of its intent to exercise its right under this Agreement for work on the Project.

7. Restoration. Grantee covenants and warrants that, at its sole cost and expense, the surface of the License Area and any other portion of Grantor's property that is disturbed by Grantee's Project work, shall be restored prior to the expiration or termination of the Term to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee, its agents, contractors or subcontractors, but excluding trees that were removed as a result of such work. If weather conditions or other circumstances would make such restoration imprudent to complete, then the restoration shall be completed within a time agreed to in writing by the parties.
8. Hazardous Materials. Grantee shall not use or deposit or permit the use or deposit of any toxic waste, harmful substances, or hazardous materials, as that term may be defined under federal or state law, on the Licensed Area or any other portion of Grantor's Property. If any discharge, leakage, spillage, emission, or pollution of any type occurs on the Licensed Area or any other portion of Grantor's property as a result of Grantee's work, Grantee shall provide immediate notice to Grantor and, at its sole cost and expense, Grantee shall undertake all appropriate actions to remediate all property affected.
9. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any injury to any party acting on behalf of Grantee during any use of the License Area, and any other type of damage to the extent arising from this Agreement being granted. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors, or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to the license from which Grantor is or will be seeking indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required herein shall automatically extinguish and terminate Grantee's duties and obligations set forth herein. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.
10. No Liability for Property, Equipment, or Materials. Grantor shall have no liability of any kind whatsoever for the loss, theft, or damage of or to any of Grantee's or its contractors' property, equipment, or materials placed or installed on the License Area, except to the extent any loss, theft, or damage is a result of the negligent acts or willful misconduct of Grantor.
11. Compliance with Laws, Rules, and Regulations. Grantee shall comply with and require its employees, agents, and contractors to comply with all applicable laws, ordinance, and regulations, including but not limited to all applicable regulatory, environmental, and safety requirements at Grantee's sole cost and expense.
12. Notices. Any notice required or permitted to be given under the terms of this Agreement shall be in writing, mailed, return receipt requested, to:

To Grantor: Teton County School District NO. 1, State of Wyoming
P.O. Box 568
Jackson, WY 83001

To Grantee: Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Notice shall be effective 5 business days after being placed in the mail.

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

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein
15. Section Headings. The headings to the sections of this Agreement are solely for convenience and reference, and are not intended to, and shall not govern, limit, or aid in the construction of any terms or provision contained herein.
16. Entire Agreement and Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matter contained herein, and no prior or separate agreements between the parties are waived or merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.
17. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
18. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

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GRANTOR:

Teton County School District NO. 1, State of Wyoming

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022 by _____, as
_____ of _____ who is personally known to me or has
established their identity and authority to me by reasonable proof.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: _____
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2022 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk of the Town of Jackson who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Notary Public
My commission expires: _____

EXHIBIT A

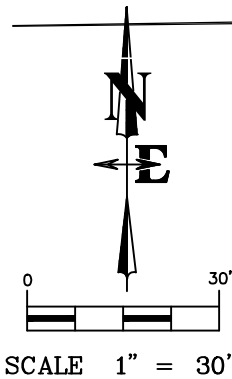
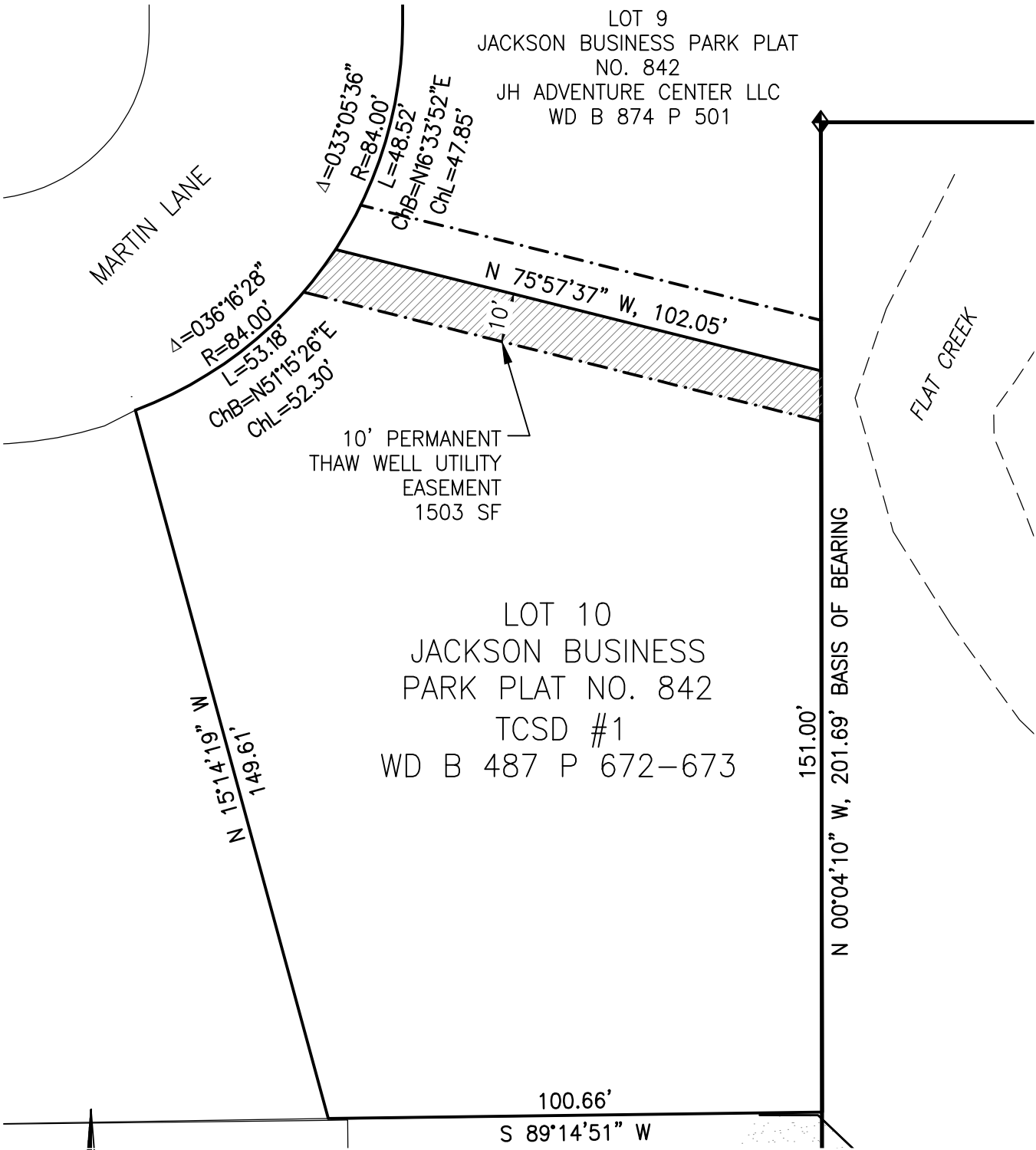
A THAW WELL UTILITY EASEMENT
TO THE TOWN OF JACKSON

A 10 foot wide strip of land located within Lot 10 of Jackson Business Park Addition to the Town of Jackson, Plat No. 842, as recorded in the Office the Clerk of Teton County and lying in the SE 1/4 NE 1/4, Section 6, Township 40 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, and described as follows:

Being the northerly 10 feet of Said Lot 10.

Said strip of land containing 0.035 Acres, more or less, and is subject to any easements, right-of-way, reservations or restrictions of sight and/or record.

As shown hereon and by reference made a part hereof.



LOT 10, JACKSON BUSINESS
PARK, PLAT 842
LOCATED WITHIN
SE 1/4, NE 1/4,
SECTION 6, T40N, R116W,
6TH P.M., TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING NO	DRAWING TITLE	NELSONENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	11/21/21
1	TCSD #1		ENGINEERED	
JOB NO	LOT 10, JACKSON BUS. PARK		DRAWN	SK
21-060-01	THAW WELL UTILITY EASEMENT		CHECKED	LR
			APPROVED	LR

THAW WELL INFRASTRUCTURE EASEMENT AGREEMENT

This Thaw Well Infrastructure Easement Agreement ("***Agreement***") is made and entered into on this ____ day of _____, 20____ ("***Effective Date***") by and between Teton County School District NO. 1, State of Wyoming, its successors and assigns, of P.O. Box 568, Jackson, Wyoming 83001 ("***Grantor***"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("***Grantee***").

RECITALS

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

Street Address: 1540 Martin Lane, Jackson, Wyoming

Legal Description: Lot 10, Jackson Business Park Addition

PIDN: 22-40-16-06-1-08-017 ("***Grantor's Property***");

WHEREAS, Grantor's Property is burdened by existing pathway and recreation easements, granted to the Town of Jackson and dedicated to the use of the public, as depicted and recorded on Plat 842 in the Office of the Clerk of Teton County, Wyoming ("***Pathway and Recreation Easement***");

WHEREAS, Grantee is a municipal corporation that constructs, manages, maintains, repairs, and replaces thaw wells and thaw well infrastructure, and necessary appurtenances thereto (collectively "***Town's Thaw Well System***");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across, and on that portion of the Grantor's Property **described and as shown on Exhibit A ("*Easement Area*")**, which easement encumbers the 10-foot strip on the southern boundary of the Grantor's Property, approximately 1000 square feet, attached hereto and made a part hereof by this reference;

WHEREAS, the Easement Area burdens the identical area as the pre-existing Pathway and Recreation Easement;

WHEREAS, Grantee desires to use the Easement Area, for purposes of constructing, operating, maintaining, sampling, and repairing a portion of the Town's Thaw Well System;

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

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for purposes of constructing, installing, operating, inspecting, repairing, maintaining, sampling, and replacing the Town's Thaw Well System, together with all and singular the rights and appurtenances, equipment, and attachments related thereto, including water lines, pipelines, control boxes, and electrical lines ("***Easement Purpose***"). Grantee hereby agrees to provide electrical power to Grantor's Property, including all necessary appurtenances related thereto. Grantor, or any designated lessee or tenant thereof, hereby agrees to be responsible for all future and recurring monthly billing related to all usage for such electrical power provided by Grantee, and once the electrical power is constructed and installed shall be responsible for all replacement, repair, maintenance, and ongoing costs thereof. Subject to the notice requirements of Section 4 herein, Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Area for the Easement Purpose.
2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof and shall not use the Easement Area in a way that would impair the rights of Grantor or others.

3. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least seven (7) calendar days' advance written notice of its intent to exercise its right under this Agreement for planned construction, repair, maintenance, and replacement of the Town's That Well System. Notwithstanding the foregoing, no such notice shall be required for emergency or unplanned repair, maintenance, and replacement work; however, Grantee shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for such emergency or unplanned work.
4. Restoration. Grantee covenants and warrants that the surface of the Easement Area that is disturbed by Grantee's work, shall be restored within thirty (30) days from completion of Grantee's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, but excluding trees that were removed as a result of such work.
5. Grantee's Pathway and Recreation Easement Rights. Notwithstanding anything herein to the contrary, it is acknowledged by the parties hereto that Grantee retains all rights and privileges associated with its pre-existing Pathway and Recreation Easement.
6. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of damage to the extent arising from this Agreement being granted. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to the easement from which Grantor is or will be seeking indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.
7. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.
8. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
9. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein
10. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
11. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
12. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein.

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GRANTOR:

Teton County School District NO. 1

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022 by _____, as
_____ of _____.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: _____
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2022 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and _____, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

EXHIBIT A

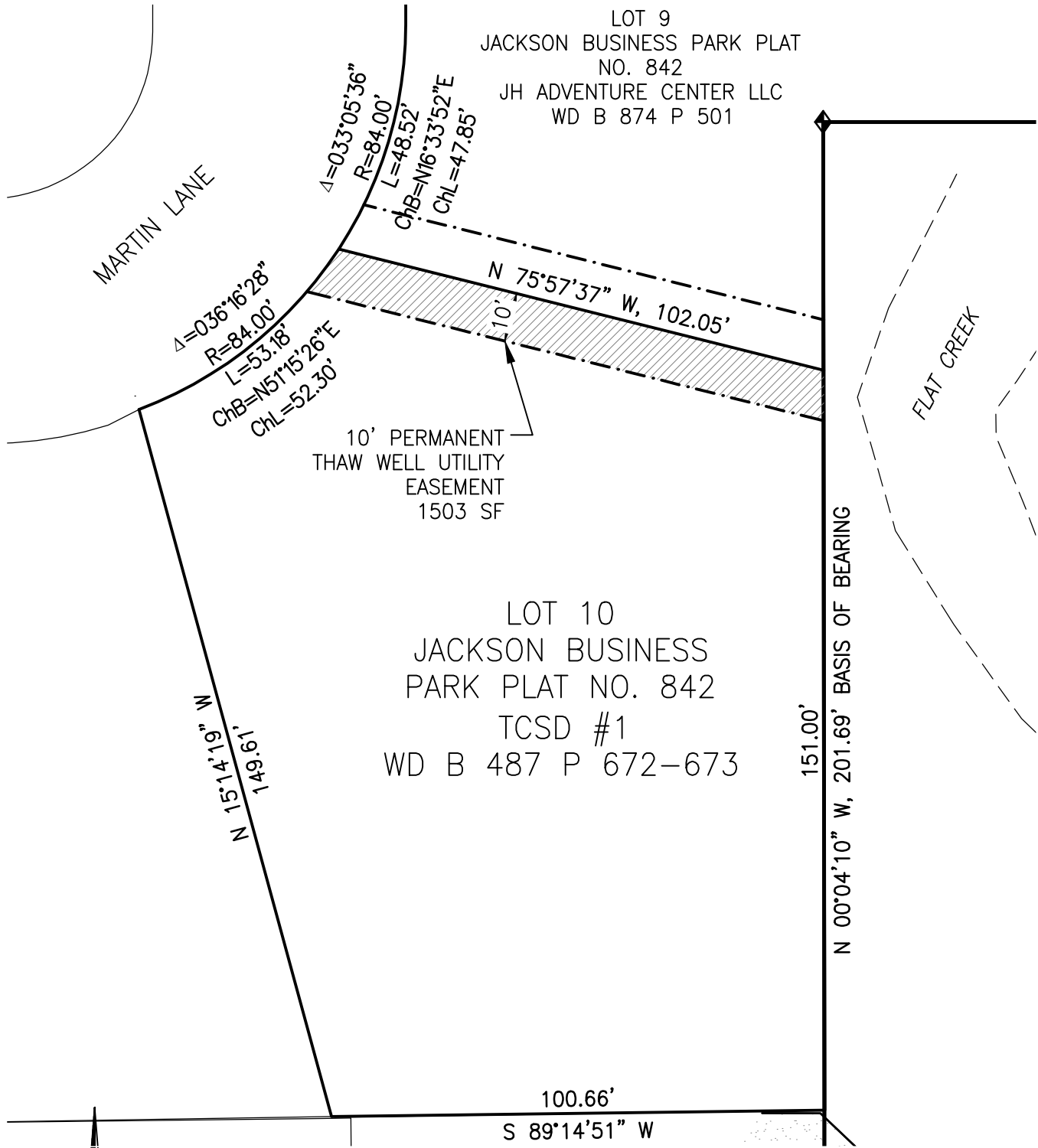
A THAW WELL UTILITY EASEMENT
TO THE TOWN OF JACKSON

A 10 foot wide strip of land located within Lot 10 of Jackson Business Park Addition to the Town of Jackson, Plat No. 842, as recorded in the Office the Clerk of Teton County and lying in the SE 1/4 NE 1/4, Section 6, Township 40 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, and described as follows:

Being the northerly 10 feet of Said Lot 10.

Said strip of land containing 0.035 Acres, more or less, and is subject to any easements, right-of-way, reservations or restrictions of sight and/or record.

As shown hereon and by reference made a part hereof.



LOT 10, JACKSON BUSINESS
PARK, PLAT 842
LOCATED WITHIN
SE 1/4, NE 1/4,
SECTION 6, T40N, R116W,
6TH P.M., TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING NO	DRAWING TITLE	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	11/21/21
1	TCSD #1		ENGINEERED	
JOB NO	LOT 10, JACKSON BUS. PARK		DRAWN	SK
21-060-01	THAW WELL UTILITY EASEMENT		CHECKED	LR
			APPROVED	LR

STAFF REPORT



Meeting Date:	July 18, 2022	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Access Easement Approval for 155 Center Street	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve an Access Easement for an existing sidewalk located at 155 Center Street.

Requested Action.

To approve an Access Easement for an existing sidewalk located at 155 Center Street.

Recommendations.

Staff recommends approval of the Access Easement for a sidewalk located at 155 Center Street.

Background.

Within the Town of Jackson, there are existing sidewalks that were constructed in the past with no official easement created to protect the access of that asset. When Public Works finds these sidewalk assets with no official easement protecting the access (including maintenance, repair, replacement), staff will work with the property owner to create an easement. Recently, staff has been working on the design of the Downtown Pedestrian Project, which was approved by Council on March 8, 2021. Staff then became aware of a section of sidewalk that did not have an easement dedicated to protecting the access of that sidewalk in the future.

Analysis.

Working with SUGA Properties, LLC, staff discussed the use of the sidewalk and the intention to create an access easement. The location of the easement is on 155 Center Street, which is located on the northwest corner of Deloney Avenue and Center Street (Mountain Trails Gallery/Moo's Ice Cream/Orsetto), see *Attachments* for image location. By assigning this access easement to the existing sidewalk located on the frontage with Center Street, staff will accomplish two goals:

1. To create an access easement to protect the access of the sidewalk into the future, including maintaining, repairing, inspecting, and replacing the asset in the future.
2. To create more sidewalk width in front of Orsetto, where the sidewalk turns into private boardwalk

Possible Alternatives.

Possible alternatives for this item may include:

1. Not approving an access easement for the existing sidewalk
2. Other

Comprehensive Plan & Priority Alignment.

- Common Value 2: Growth Management
 - ✓ 4.1.d: Maintain Jackson as the economic center of the region
 - ✓ 4.2.c: Create a vibrant walkable mixed-use subareas
 - ✓ 4.2.e: Protect the image and function of the Town Square
 - ✓ 4.4.a: Maintain and improve public spaces

- Common Value 3: Quality of Life
 - ✓ Increase the capacity for use of alternative transportation modes

Fiscal Impact.

Fiscal impact will include recording the final access easement with the Teton County Clerk's Office, which will be minimal. There will also be a future cost impact in reconstructing the access in front of Orsetto to better align with the existing private boardwalk, which will be complete with the Downtown Pedestrian Project.

Staff Impact.

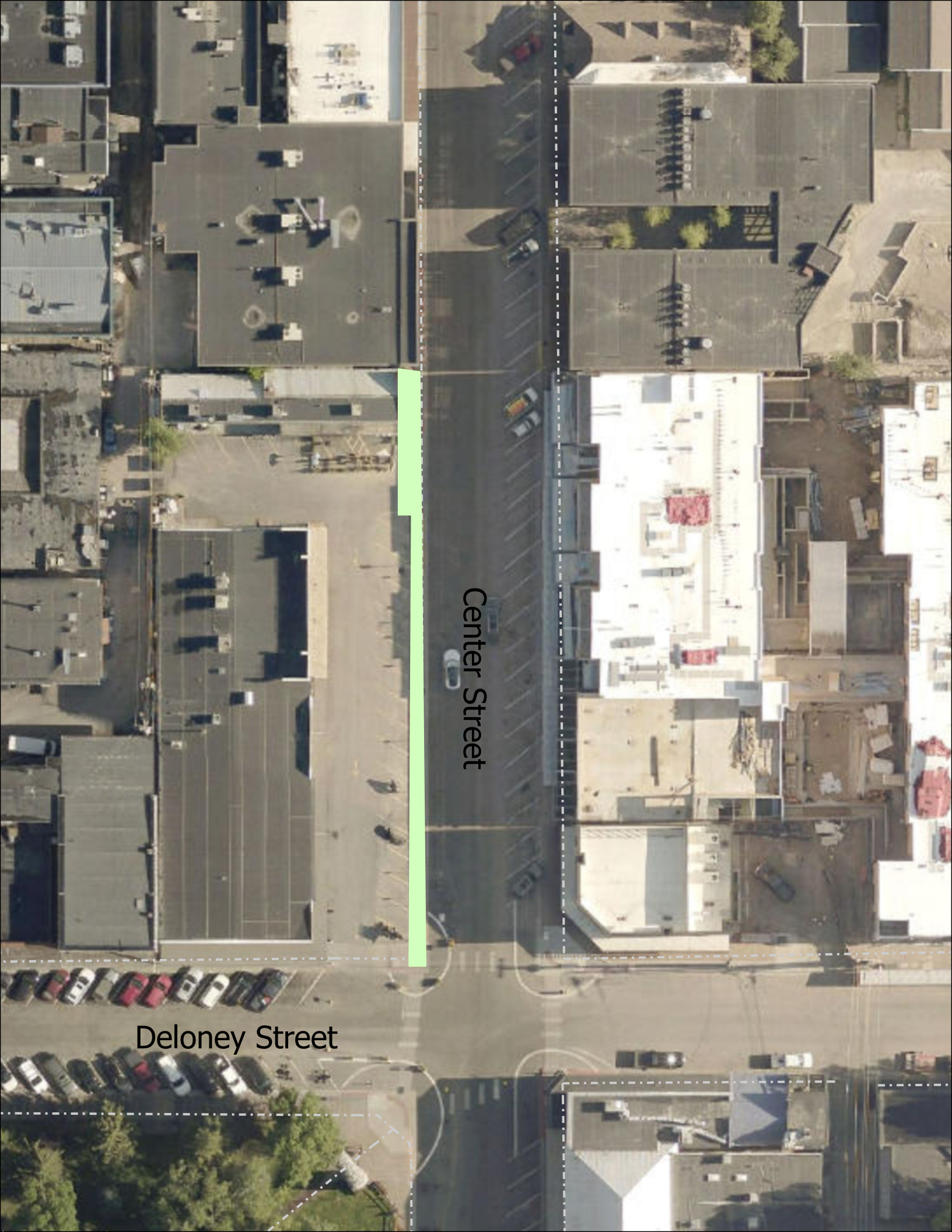
Staff impact for this item included roughly 15 hours of staff time meeting with the owner and creating the access easement language, including exhibits.

Attachments or Links.

- Access Easement Location
- Access Easement with Exhibits

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

I move to approve the Access Easement with SUGA Properties of 155 Center Street, subject to any minor staff modifications.



Center Street

Deloney Street

ACCESS EASEMENT

This Access Easement Agreement ("***Agreement***") is made and entered into on this ____ day of _____, 20____ ("***Effective Date***") by and between Suga Properties, a Limited Liability Company, its successors and assigns, of 737 North Michigan Avenue, Suite 1810, Chicago, Illinois 60611 ("***Grantor***"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("***Grantee***").

RECITALS

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

Street Address: 155 Center Street, Jackson, Wyoming

Legal Description: Lots 6-10, BLK 2, Clubhouse

PIDN: 22-41-16-27-3-16-001 ("***Grantor's Property***");

WHEREAS, Grantee desires a non-exclusive right-of-way access easement on Grantor property as described in Exhibit A attached hereto and incorporated herein ("***Grantor Property***");

WHEREAS, Grantee is a municipal corporation that constructs, manages, maintains, repairs, and replaces sidewalk infrastructure, and necessary appurtenances thereto (collectively "***Town Sidewalks***");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee and the public in, under, over, through, across, and on that portion of the Grantor's Property **described and as shown on Exhibit A** ("***Easement Area***"), attached hereto and made a part hereof by this reference;

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for purposes of constructing, maintaining, inspecting, repairing, and replacing existing and proposed sidewalks, curb and gutter, and use as a perpetual right of way for public access and walkway, together with all and singular the rights and appurtenances, equipment, and attachments related there to ("***Easement Purpose***"). Subject to the notice requirements of Section 4 herein, Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Area for the Easement Purpose.
2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof and shall not use the Easement Area in a way that would impair the rights of Grantor or others.
3. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least seven (7) calendar days' advance written notice of its intent to exercise its right under this Agreement for any planned work regarding the Easement Purpose. Notwithstanding the foregoing, no such notice shall be required for emergency or unplanned work; however, Grantee shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for such emergency or unplanned work.
4. Restoration. Grantee covenants and warrants that the surface of the Easement Area that is disturbed by Grantee's work, shall be restored within thirty (30) days from completion of Grantee's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, but excluding trees that were removed as a result of such work.
5. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of damage to the extent arising from this Agreement being granted. Notwithstanding

anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to the easement from which Grantor is or will be seeking indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.

6. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.
7. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
8. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein
9. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
10. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
11. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GRANTOR:

SUGA PROPERTIES, LLC

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022 by _____, as _____ of _____.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

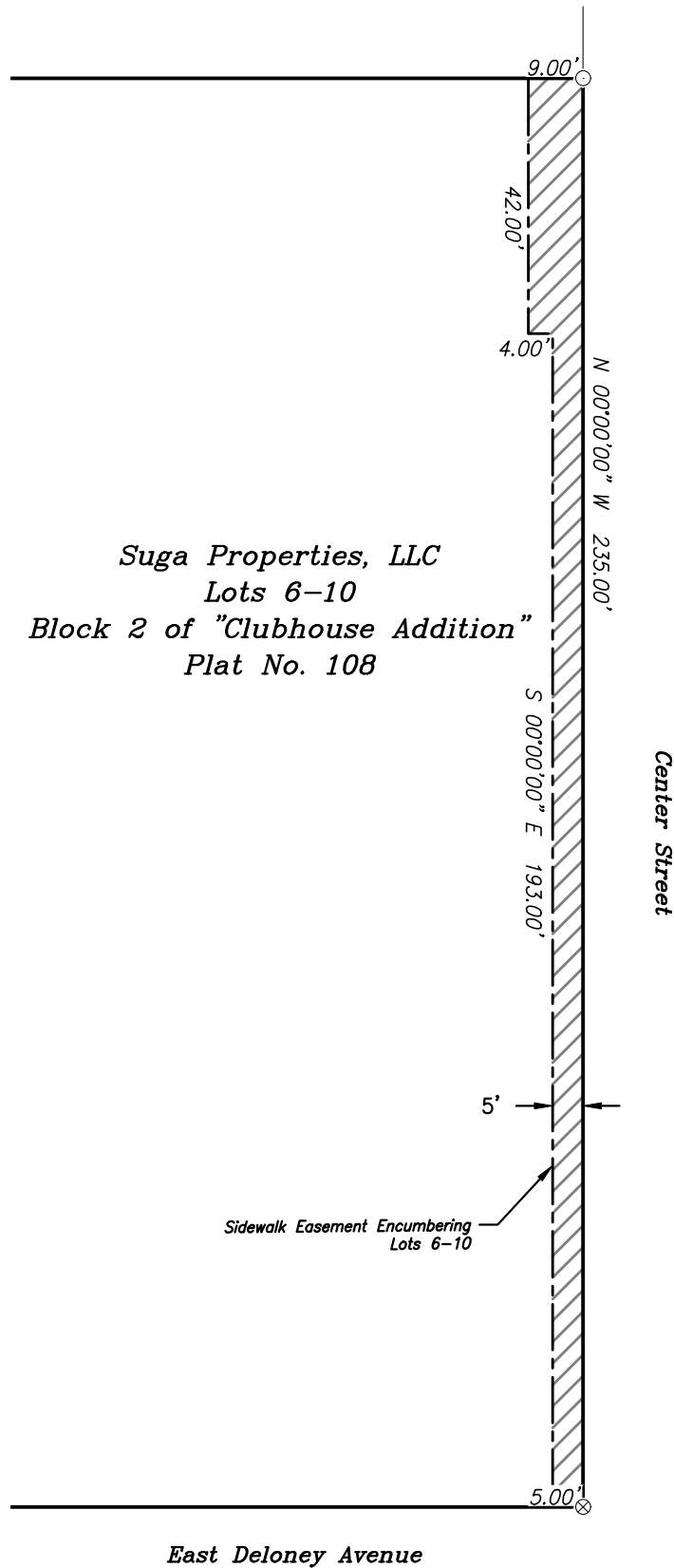
ATTEST:

By: _____
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2022 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and _____, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____



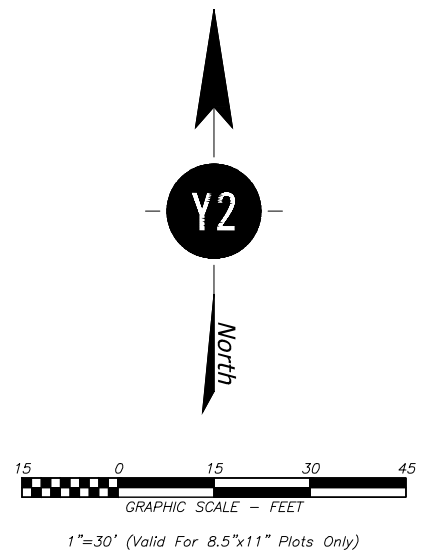
LEGEND

- Indicates a monument of record
- ⊗ Indicates a calculated point nothing found or set this survey
- Record Property Boundary
- Adjoining Property Boundary
- ▨ Sidewalk Easement

NOTES

Lot dimensions shown hereon are record derived from Plat No. 108 recorded in the Office of the Clerk of Teton County, Wyoming. Boundaries of adjoining properties shown hereon are for reference only.

Easements of sight and record not shown hereon may exist.



Lots 6-10
Block 2 of "Clubhouse Addition"
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming

CLIENT
 Town of Jackson

Sidewalk Easement

PROJECT NUMBER: 19245
 DRAWING DATE: 2/17/2022
 REVISION DATE:
 DRAWN BY: NKM
 REVIEWED BY: MWF



Exhibit _____
**Legal Description of Sidewalk Easement Encumbering “Lots 6-10”, Block 2,
Clubhouse Addition**
PIDN: 22-41-16-27-3-16-001

A strip of land situated in the SW1/4SW1/4 of Section 27, T. 41 N., R. 116 W.,
6th P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the northeast corner of “Lots 6-10” of Block 2 of Clubhouse Addition to the
Town of Jackson as described in Instrument No. 1024393 and shown on Plat No. 108
recorded in the Office of the Clerk of Teton County, Wyoming;
THENCE N 90°00’00” W, 9.00 feet, along the north line of said “Lots 6-10” to a point;
THENCE S 00°00’00” E, 42.00 feet, to a point;
THENCE N 90°00’00” E, 4.00 feet, to a point;
THENCE S 00°00’00” E, 193.00 feet, to an intersection with the south line of said “Lots 6-10”;
THENCE N 90°00’00” E, 5.00 feet, to the southeast corner of said “Lots 6-10”;
THENCE N 00°00’00” W, 235.00 feet, along the east line of said “Lots 6-10” to the **Point of
Beginning**

Said strip encompasses 1343 square feet, more or less.

The basis of bearings for this description is N 0°00’00” W along the east line of “Lots 6-10” of
Block 2 of Clubhouse Addition to the Town of Jackson as described in Instrument No. 1024393
and shown on Plat No. 108 recorded in the Office of the Clerk of Teton County, Wyoming.

All in accordance with the exhibit entitled “Sidewalk Easement” recorded contemporaneously
with this description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC
May 4, 2022
Project No. 19245
Prepared by NKM
Reviewed by MWF

STAFF REPORT



Meeting Date:	July 18 th 2022	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Larry Pardee and Bruce Abel
Agenda Item:	BUILD Grant – Second Amendment to Partner Letter of Agreement with Teton County for Consultant Work	Public Comment:	Yes

Purpose & Policy Considerations.

To consider Amendment No. 2 to the Letter of Agreement signed June 21, 2021, between all the BUILD Grant Funding Partners outlining their commitment to share in the costs of the BUILD Grant Consultant hired by Teton County.

Requested Action.

Staff requests Council consider approving Amendment No. 2 to the Letter of Agreement (LOA) with Teton County (Wyoming) for hire of BUILD Grant Administrator and Management Services.

Recommendation.

Staff recommends Council approve Amendment No. 2 to the LOA with Teton County (Wyoming) for hire of BUILD Grant Administrator.

Background.

On June 21, 2021, the LOA was signed between the Funding Partners of the BUILD Grant awarded to Teton County, Wyoming for the Teton Mobility Corridor Improvements (TMCI) Project, to share in the cost of professional services to be provided by Jorgensen Associates, Inc. (Consultant) to Teton County, Wyoming for grant administration and project component design and management.

Pursuant to the LOA, Funding Partners reimburse Teton County, Wyoming for all fees and costs of the Consultant associated with the specific TMCI Project Component(s) for which they are the responsible Funding Partner/Lead Agency, and for a percentage of the fees and costs of consultant as set forth in the LOA for administering and managing the BUILD Grant and for program-wide services necessary for the TMCI Project. Funding Partners have been financially responsible for the shared fees and costs to date based on a percentage of the estimated costs of each Funding Partners' Project Component(s) as a share of the total TMCI estimated cost that was in the original Grant Application.

During Spring 2022, the Idaho Transportation Department received approval from the FTA to reduce the scope of work for its Project Components No. #12 and No. #13. This resulted in an overall reduction in the total TMCI estimated costs figure, and, accordingly, each Funding Partner's percentage of the total needs to be equitably adjusted. The amendment adjusts the percentage split for the shared costs and fees amongst the Funding Partners based upon the revised total TMCI project cost due to ITD's reduced project scope. The adjusted percentages will be applied to the Funding Partners invoices for Jorgensen Associates consultant services beginning July 1, 2022 and will remain in effect for the duration of the Jorgensen BUILD grant contract, unless amended at a future time.

The italicized background information listed below is from June 21st, 2021, staff report Town Council reviewed and approved last year:

The Funding Partners of the BUILD (Better Utilizing Investments to Leverage Development - 12th Iteration) were awarded a \$20 Million Federal Transportation Discretionary Grant for the Teton Mobility Corridor Improvements (TMCI) Project. Town of Jackson/START have 4 distinct components of the 13 total project components as follows:

- 1. Stilson Park Transit Center - Construction of transit center, access road, park 'n ride, pedestrian, and bicycle interconnections, covered bike parking and traffic signal at WY-390*
- 2. Transit Signal Prioritization - Transit Signal Prioritization System, units for 30 buses, and 13 intersections*
- 3. Commuter Buses – purchase of 4 commuter coaches and*
- 4. Electric Buses - Purchase of 2 - 40 ft. all electric buses.*

The first work project for this was to select a qualified contractor to administer the total project and provide professional services over the 7-year life span. Teton County, led by Public Works Director Heather Overholser, is the lead agency and will execute the agreement on behalf of the 6 funding partner agencies (Town of Jackson/START, Teton County Wyoming, Teton County Idaho, City of Driggs Idaho, Idaho Department of Transportation and Jackson Hole Mountain Resort). The County selection committee received and evaluated three high-quality proposals from the following consultant teams:

- 1. Jorgensen Associates (with subs Alta Planning, Agrostis, Three Elephant Public Relations, Biota, Cambridge Systematics, Harmony Design, HDR, KLJ, LSC and Plan 1 Architects)*
- 2. Jacobs (with subs WSP, Flitner Strategies, Charlier Associates, and Facility Development Group)*
- 3. Y2 (with subs Freese and Nichols, Traylor and Associates, ICF and Prospect Studio)*

The proposals were reviewed and scored by the selection committee, comprised of representatives from Driggs, Idaho, Idaho Transportation Department, START, WYDOT, Jackson Hole Mountain Resort and Teton County, Wyoming, after which each firm presented to the committee and participated in an interview. The Jorgensen Associates team was recommended by the selection committee for contract award to complete the work described in the LOA. The Jorgensen team includes sub-consultants from the following firms:

- Agrostis, Inc.*
- Alta Planning + Design, Inc.*
- Biota Research and Consulting*
- Cambridge Systematics*
- Harmony Design and Engineering*
- HDR*
- KLJ Engineering*
- LSC Transportation Consultants, Inc.*
- Plan One/Architects*
- Three Elephant Public Relations*

. The Jorgensen Associates team was selected and is tasked with

- 1. Overall BUILD grant administration, professional services and management*
- 2. Project component design, construction procurement and management and liaison coordination*
- 3. Public outreach and engagement and*
- 4. Real Estate Services.*
- 5. Stilson Master Planning*

Over the past months, the project/funding partners have been working with Jorgensen to identify and refine scope of work for FY2022 (July 2021-June 2022).

Analysis.

All project partners must now consider Amendment No. 2 to the Letter of Agreement (LOA). The LOA is the mechanism by which the project/funding partners authorize Teton County to continue Jorgensen's involvement on the behalf of all BUILD partners, as well as spell out the project/funding partners' and Teton County's funding responsibilities for the consultant team.

Alternatives (Optional).

Council may also:

- Continue item and request additional information,*
- Reject the LOA.*

Comprehensive Plan & Priority Alignment.

Section 7 – Multimodal Transportation: Residents and visitors will safely, efficiently, and economically move within our community and throughout the region using alternative transportation. Principle

- 7.1 - Meet future transportation demand through the use of alternative modes. Principle
- 7.2 - Create a safe, efficient, interconnected, multi-modal transportation network. Principle
- 7.3 - Coordinate land use and transportation planning.

Fiscal Impact.

The Town Council on Monday June 21st, 2022 approved Fiscal Year 2023 Town budget for the Town's Build Grant administration and management portion of the costs for \$538,417.

Staff Impact.

The staff impacts are a few hours each week for the for July 1st, 2022, through June 30th, 2023.

Attachments or Links.

- Amendment No. 2 The Teton Mobility Corridor Improvements (TMCI) Project Funding Partners' Letter of Agreement for Build Grant Administration & Project Component Design and Management Consultant.

Suggested Motion.

I move to approve Amendment No. 2 to the Teton Mobility Corridor Improvements Project Funding Partners' Letter of Agreement for Build Grant Administration & Project Component Design and Management Consultant and authorize the Mayor to execute it, subject to minor changes required by staff.

AMENDMENT NO 2
TETON MOBILITY CORRIDOR IMPROVEMENTS (TMCI) PROJECT
FUNDING PARTNERS' LETTER OF AGREEMENT FOR BUILD GRANT ADMINISTRATION
& PROJECT COMPONENT DESIGN AND MANAGEMENT CONSULTANT

Date: July 5, 2022

To: BUILD Transportation Grant Funding Partners

Town of Jackson, Wyoming
150 E Pearl Avenue
PO Box 1687
Jackson, WY 83001

City of Driggs, Idaho
60 S Main St.
PO Box 48
Driggs, ID 83422

Teton County, Idaho
Teton County Courthouse
150 Courthouse Drive - Room 208
Driggs, ID 83422

Idaho Transportation Department
3311 W. State Street
PO Box 7129
Boise, ID 83707-1129

From: Heather Overholser,
Public Works Director
Teton County, Wyoming

RE: AMENDMENT NO. 2
Funding Partners' Letter of Agreement for Consultant Services for BUILD
Grant Administration & Project Component Design and Management for the
Teton Mobility Corridor Improvements (TMCI) Project

I. Letter of Agreement (LOA)

On or about July 21, 2021, a Letter of Agreement was signed between the Funding Partners of the FY 2020 BUILD (Better Utilizing Investments to Leverage Development) Transportation Discretionary Grant for the Teton Mobility Corridor Improvements (TMCI) Project, to share in the cost of professional services to be provided by Jorgensen Associates, Inc. ("Consultant") for general grant administration as well as design and project management for each of the thirteen (13) component projects ("LOA"). The Federal Transit Administration (FTA) is the administering agency for the BUILD Grant and TMCI Project, and Teton County will serve as the Direct-Recipient of the BUILD Grant funds.

The consultant's technical expertise is critical to, among other things, coordinate and oversee the activities of the TMCI Funding Partners; develop the required Cost-Share Certifications, budgets and schedules; deliver execution of the necessary BUILD Grant Agreements to Obligate the available grant funds within the applicable deadline; ensure compliance with the Federal and local regulatory schemes; prepare the required financial, performance, and post-implementation outcome reports; and manage the planning, design, public engagement, NEPA/environmental reviews, and construction

of the Components all within the requisite timelines to ensure the available BUILD Grant funding is obligated and secured.

II. Consultant Master Agreement and Task Work Orders (TWOs)

Master Agreement

Pursuant to the LOA, Teton County, Wyoming entered into a contract with the Consultant on behalf of all Funding Partners for BUILD Grant Administration & Project Component Design and Management for all the anticipated necessary services, which included a Master Scope of Services, (“Master Agreement”), as well as a series of Task Work Orders Agreements (“TWOs”).

Task Work Orders (TWOs)

TWOs and amendments set forth more specific details of the services to be provided and include a scope of work and budget based on the needs of the ongoing BUILD Grant and the thirteen (13) component projects as TMCI is developed. In conjunction with the Master Agreement, four TWOs were signed which outlined the Consultant services to be provided during Teton County’s FY 2022 (July 1, 2021 until June 30, 2022) for:

- TWO #1: BUILD Grant Administration and Program Management
- TWO #2: TMCI Project Component Management and Liaison Coordination
- TWO #3: BUILD Grant/TMCI Public Engagement
- TWO #4: BUILD Grant/TMCI Real Estate Services

TWO Amendments

Pursuant to the Master Agreement, all TWOs expire on June 30th at the end of each fiscal year, unless extended by amendment for another fiscal year. TWOs Amendments also set forth an updated scope and budget for the consultant services to be provided for the upcoming fiscal year, are executed to be effective on July 1st, and are developed by Consultant, Teton County, Wyoming, and the applicable Funding Partner(s).

Funding Partners Responsibility for Consultant Costs

Pursuant to the LOA, Funding Partners reimburse Teton County, Wyoming for:

- All fees and costs of Consultant for professional services associated with the specific TMCI Project Component(s) for which they are the responsible Funding Partner / Lead Agency; and
- A percentage of the fees and costs of Consultant for administering and managing the BUILD Grant itself and for program-wide services necessary for the TMCI Project.

Funding Partners Responsibility for Shared Costs

Funding Partners have been financially responsible for shared fees and costs of the Consultant to date based on a percentage of their Project Component(s) estimated costs as a share of the total TMCI estimated cost included in the original Grant Application, as set forth in Table 3 (column 4) of the original July 2021 LOA and reproduced here

below. The LOA states that this percentage shall remain the same for the duration of the TMCI Project unless otherwise agreed to by the Funding Partners in writing.

Table 3 (column 4) of LOA

Funding Partner	% of Total TMCI Estimated Costs (excluding land)
Teton County, Wyoming	55.2%
Town of Jackson	18.2%
City of Driggs	4.9%
Teton County, Idaho	0.0%
ITD	21.7%
JHMR	*
* JHMR's contribution to the local match of the TMCI Project is the donation of land valued at \$3.1 million (per a 2020 appraisal) on which Project Component No. #1, the Stilson Park Transit Center Project Component will be built.	

III. LOA Amendment No. 2 ¹

TCMI Component Project No. #12 and No. #13 – Idaho Transportation Department
In spring 2022, the Idaho Transportation Department received approval from the FTA to reduce the scope of work for Project Components #12 and #13. This resulted in an overall reduction in the total TMCI estimated costs figure, and, accordingly, each Funding Partner's percentage of the total must be equitably adjusted as it relates to the shared costs and fees of Consultant for grant administration and program-wide professional services. The new adjusted partner percentages will begin on July 1, 2022 (Teton County FY 2023) and remain in effect through the close-out of the Consultant BUILD contract unless a further adjustment is needed and agreed to by the parties.

This Amendment No. 2 to the LOA provides agreement amongst all the TCMI Funding Partners to adjust the percentage split of the Consultant's professional fees and costs

¹ Amendment No. 1 to the LOA between Teton County, Wyoming and the City of Driggs, Idaho addressed changes made to the scope of services and budget for TWO #2 for just Project Component No. 10, ID33 Pathway to Airport, for which City of Driggs is the Funding Partner. Engineering services were added to the services to be provided by Consultant with the additional costs to be passed through and borne solely by the City of Driggs. No other terms or provisions of the LOA between Teton County, Wyoming, the City of Driggs, and the other Funding Partners

that are shared based upon the revised total TMCI estimated cost due to ITD's reduced project scope. The revised percentages to be applied to shared costs are set forth in the table below.

Revised Table 3 (column4) of LOA - Funding Partners Responsibility for Shared Costs

Funding Partner	REVISED % of Total TMCI Estimated Costs effective July 1, 2022 unless and until further amended by Funding Partners (excluding land)
Teton County, Wyoming	63.3%
Town of Jackson	16.9%
City of Driggs	3.2%
Teton County, Idaho	0.0%
ITD	16.6%
JHMR	*
* JHMR's contribution to the local match of the TMCI Project is the donation of land valued at \$3.1 million (per a 2020 appraisal) on which Project Component No. #1, the Stilson Park Transit Center Project Component will be built.	

All terms and provisions of the LOA between Teton County, Wyoming, and the Funding Partners, except those altered by this amendment remain binding upon the parties, as if set forth fully herein.

This Amendment to the Letter of Agreement serves as an affirmation that each Funding Partner will contribute toward the costs of the Consultant as set forth above.

SIGNATURES APPEAR ON FOLLOWING PAGES

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that **Teton County, Wyoming** will pay consistent with the terms outlined above in this letter.

Dated _____

Signature

Print Name

Title

ATTEST:

Dated _____

Signature

Print Name

Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that the **Town of Jackson** will pay consistent with the terms outlined above in this letter.

Dated _____

Signature

Print Name

Title

ATTEST:

Dated _____

Signature

Print Name

Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that the **Idaho Transportation Department** will pay consistent with the terms outlined above in this letter.

Dated _____

Signature

Print Name

Title

ATTEST:

Dated _____

Signature

Print Name

Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that **City of Driggs, Idaho** will pay consistent with the terms outlined above in this letter.

Dated _____

Signature

Print Name

Title

ATTEST:

Dated _____

Signature

Print Name

Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that **Teton County, Idaho** will pay consistent with the terms outlined above in this letter.

Dated _____

Signature

Print Name

Title

ATTEST:

Dated _____

Signature

Print Name

Title

STAFF REPORT



Meeting Date:	July 18, 2022	Meeting Title:	Regular Council Meeting
Submitting Department:	Joint Affordable Housing	Presenter:	April Norton
Agenda Item:	Flat Creek Apartments – 400 West Snow King Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

Council will consider a suite of documents associated with the Flat Creek Apartments Affordable Rental development located at 400 West Snow King Avenue.

Requested Action.

Town Council approval of these documents is necessary to move the Flat Creek Apartments development forward.

Recommendations.

Staff recommends approval of all documents.

Background.

At the May 3, 2021, Regular Meeting, the Council directed staff to release a Request for Proposals (RFP) to develop Affordable multifamily housing at 400 West Snow King Avenue.

The RFP was released May 4, 2021, and closed June 3, 2021. Two responses were received and reviewed by the Housing Supply Board (HSB). The HSB then interviewed both teams June 15, 2021. Staff recommended working with BlueLine Development and Snow King Partners to further refine an application for the September 2021 Low-Income Housing Tax Credits ("LIHTC") application round.

At the July 19, 2021, Regular Meeting, the Council directed staff to work with BlueLine Development and Snow King Partners to develop an application for the 2021 WCDA LIHTC program. An application was submitted in October 2021 and in February 2022, Flat Creek Apartments became the first development in the Town of Jackson to receive Low Income Housing Tax Credits since 2003.

As designed, the development will create 48 Affordable rental units. One of these units will serve as the manager's unit and the remaining 47 units will serve households earning 30-60% of median family income. The Design Review Committee approved the project during their June 8, 2022 meeting.

Analysis.

Per the RFP and subsequent selection of BlueLine Development, the Town has agreed to provide the land for the development plus \$1,000,000 from the Housing Supply account. To do this, the Town will execute several documents:

- A long-term Ground Lease (99 years) between the Town of Jackson to the Jackson/Teton County Housing Authority.
- Memorandum of Understanding between the Town and Teton County specifying control of Town assets contributed to the Housing Authority for Flat Creek Apartments. This is necessary because the Housing Authority Board is directed and authorized by both the Town Council and County Commission.
- A Notice of Ground Lease.
- A Ground Lease Assignment and Assumption Agreement between the Town, Jackson/Teton County Housing Authority Board, and Flat Creek Apartments, LLC.
- Ground Lessor Estoppel and Consent from the Town to First Republic Bank.

In addition to the execution of the listed documents, a Special Purpose Entity (“SPE”) will also be created of which the Housing Authority will be the sole member and through which the ground lease and additional public funding will flow into the Flat Creek Apartments LLC.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan Policy:

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

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B
- Seek and support grants, tax credits, loans, and other sources of funding. 4C

Fiscal Impact.

Financial contributions for this project include:

- \$1,000,000 from the Housing Supply account. Current fund balance is \$3,981,469 and is inclusive of Council’s recent commitment to purchase 910 Smith Lane for \$1,200,000.
- Approximately one-acre of land located at 400 W. Snow King Avenue and valued at \$5,000,000 via a 99-year ground lease.

Possible future Town investments could include additional Housing Supply funds to cover the funding gap should Community Development Block Grant funding not be awarded (the 2021 application did not receive funding, so the project team will reapply this year).

Staff Impact.

The following staff members have contributed time toward the creation of these documents:

- Town Attorney – approximately 25 hours
- Town & County Housing Director – approximately 20 hours

Attachments or Links.

- Ground Lease Agreement
- Memorandum of Understanding between the Town and Teton County specifying control of Town assets contributed to the Housing Authority for Flat Creek Apartments.
- A Notice of Ground Lease.
- A Ground Lease Assignment and Assumption Agreement between the Town, Jackson/Teton County Housing Authority Board, and Flat Creek Apartments, LLC.
- Ground Lessor Estoppel and Consent from the Town to First Republic Bank.

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

I move to approve the following documents related to Flat Creek Apartments located at 400 W. Snow King Avenue:

- Long-term Ground Lease Agreement
- Memorandum of Understanding between the Town and Teton County specifying control of Town assets contributed to the Housing Authority for Flat Creek Apartments.
- A Notice of Ground Lease.

- A Ground Lease Assignment and Assumption Agreement between the Town, Jackson/Teton County Housing Authority Board, and Flat Creek Apartments, LLC.
- Ground Lessor Estoppel and Consent from the Town to First Republic Bank.

**TOWN OF JACKSON, WYOMING
FLAT CREEK APARTMENTS,
GROUND LEASE AGREEMENT**

DATED: _____, 2022

**TOWN OF JACKSON, WYOMING, FLAT CREEK APARTMENTS
GROUND LEASE AGREEMENT**

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**TOWN OF JACKSON, WYOMING FLAT CREEK APARTMENTS
GROUND LEASE AGREEMENT**

TOWN OF JACKSON, WYOMING FLAT CREEK APARTMETNS, GROUND LEASE AGREEMENT (“this Lease” or “the Lease”) is made and entered into this ____ day of [____], 2022, by and between the **Town of Jackson, Wyoming**, whose address is 150 E. Pearl Avenue, PO Box 1687, Jackson, Wyoming 83001 (referred to in this Lease as the “Owner”) and **Jackson/Teton County Housing Authority Board**, whose address is 320 S King St., PO Box 714 Jackson, Wyoming 83001 (referred to in this Lease as the “Lessee”).

RECITALS:

A. Owner owns the parcel of land located at [____], that is legally described in the attached **Exhibit “A”** (the “Project Real Property”);

B. Owner has determined the shortage of affordable housing opportunities is a growing burden of the Town of Jackson and part of its governmental function;

C.A goal of the Lessee is to stimulate the supply of affordable housing among low-income people (hereinafter “Tenants”) by providing access to housing for such persons at affordable rents at Flat Creek Apartments;

D. Owner has determined that the Property is suited for affordable housing opportunities for the benefit of the community and Lessee desires to lease the Project Real Property for development into affordable rental housing units.

E. In furtherance of the Lessee’s goals of developing affordable rental housing units on the Project Real Property, the Lessee intends assign its rights and obligations under this Lease to Flat Creek Apartments, LLC, a Wyoming limited liability company (the “Project Owner”) pursuant to that certain Flat Creek Apartments Ground Lease Assignment and Assumption Agreement entered into as an even day herewith by and between the Owner, the Lessee and the Project Owner (the “Ground Lease Assignment and Assumption Agreement”). The Project Owner will develop, construct, and operate a [____] (____) unit multifamily housing complex, together with residential common areas and amenities and other related residential improvements, located in Jackson, Teton County, Wyoming (the “Flat Creek Apartments” or “Project”). The Flat Creek Apartments will be operated as a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Internal Revenue Code);

F. To facilitate the development, financing and construction of Flat Creek Apartments, the parties acknowledge that the Project Owner will enter into a Amended and Restated Operating Agreement with the Investor (the “Operating Agreement”)

G. To facilitate the development and construction of Flat Creek Apartments, the Lessee will enter into and execute multiple agreements, documents, and instruments relating to the financing of said development and construction through the use of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code, a HOME Investment Partnership Program Grant, a Housing Trust Fund Program Grant, and private loans (hereinafter “Flat Creek Apartments Financing Requirements”);

H. To further facilitate the development and construction of the Flat Creek Apartments, the Project Owner will enter into a Loan from First Republic Bank ("First Republic"). First Republic will loan to the Project Owner a total of [_____] (\$_____.00)] in the form of a construction loan (the "First Republic Construction Loan") including [_____] (\$_____.00)] which will convert to a permanent loan following the end of the First Republic Construction Loan term (the "First Republic Construction Loan Term" (the "First Republic Permanent Loan" together with the First Republic Construction Loan, the "First Republic Loan").

I. The Flat Creek Apartments Financing Requirements impose multiple restrictions on the allowable rent charged for each unit in Flat Creek Apartments, the use of the Project Real Property and the Flat Creek Apartments and on the transfer or sale of the Project Real Property and the Flat Creek Apartments, including but not limited to, for the period such provisions remain in effect, all provisions of the Declaration of Restrictive Covenants for Low-Income Housing Credits in favor of the Wyoming Community Development Authority, recorded on _____, 2022 as Record Number _____, records of Teton County, Wyoming ("Declaration") which do not conflict with the terms of this Lease. Notwithstanding anything to the contrary in this Lease, the Owner, and the Lessee acknowledge that the Project Real Property and the Flat Creek Apartments are subject to all of these limitations;

J. To further facilitate the Lessee's goal of providing affordable housing in Jackson, Teton County, Wyoming, the Owner and the Lessee will enter into this Lease and the Ground Lease Assumption and Assignment Agreement with the Project Owner ; and

K. It is mutually understood and accepted by the Owner and the Lessee that the terms and conditions of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, in consideration of the foregoing recitals, of mutual promises of the Owner and the Lessee, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Lessee agree as follows:

ARTICLE I DEMISE OF LAND

1.1 Premises. The Owner, in consideration of the rents reserved and the terms and conditions of this Lease, agrees to lease to the Lessee, and the Lessee agrees to rent and hire from the Owner, the Project Real Property. The Owner has furnished to the Lessee a copy of a current title commitment obtained by the Owner for the Project Real Property, and the Lessee accepts leasehold title to the Project Real Property in its condition "as is" and subject to the exceptions provided on Lessee's final Owner's Title Policy as of the execution of this Lease.

1.2 Reservation of Mineral Rights. The Owner reserves to itself all right to the minerals and other extractive resources on the Project Real Property, including sand, rock, and

gravel. This reservation shall not diminish the right of the Lessee under this Lease to occupy and freely use the Project Real Property. Any eventual extraction by the Owner of minerals or other extractive resources during the term of the Lease shall only be carried out with the Consent of the Lessee, the Project Owner, First Republic, and [RSEP Holding, LLC], its successors and/or assigns (the “Investor”) in their sole discretion.

ARTICLE II

DURATION OF LEASE AND REPRESENTATIONS AND COVENANTS

2.1 Principal Term. The term of this Lease shall be ninety nine (99) years, commencing on the ____ day of [____], 2022, and terminating on the ____ day of [____], 2121 (the “Principal Term”), unless terminated sooner or extended pursuant to the provisions of this Lease.

2.2 Change of Owner; the Lessee’s Right to Purchase. If ownership of the Project Real Property on which Flat Creek Apartments is located is conveyed or transferred (whether voluntarily or involuntarily) by the Owner to any other person or entity, this Lease shall not terminate, but shall be unaffected and shall be binding on the transferee. Notwithstanding the foregoing, no transfer of the Project Real Property shall occur without the consent of the Investor. Subject to the terms and conditions in Section 13.12, if the Owner desires or attempts to convey the Project Real Property to any person or entity other than a non-profit corporation, charitable trust, governmental agency or other similar entity sharing the goals described in the Recitals above, the Lessee shall have a right of first refusal to purchase the Project Real Property. This right shall be specified in the attached **Exhibit “B.”** Any sale or other transfer contrary to this Section or contrary to Section 13.12 shall be null and void. Furthermore, the Lessee’s right of first refusal to purchase the Project Real Property is subordinate to any right of first refusal entered into by the Lessee or Project Owner in favor of a non-profit or its affiliate as part of the Lessee’s tax credit financing.

ARTICLE III

USE OF LAND AND REPRESENTATIONS AND COVENANTS

3.1 Residential Use Only. The Project Real Property shall be used for development and operation of affordable and low-income multifamily residential housing.

3.2 Condition of Land; Compliance with Law. The Lessee shall maintain the Project Real Property in good, safe, and habitable condition in all respects, and in full compliance with all applicable laws and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Project Real Property. The Owner has the right to enter the Project Real Property at any reasonable time, upon at least twenty-four (24) hours written or oral notice to the Lessee, to ensure that the Lessee is complying with the terms of this Lease. The parties specifically acknowledge that the Owner shall have no obligation to protect the interests of the Lessee in the Project Real Property or the Flat Creek Apartments by making or arranging repairs, even in the absence of the Lessee.

3.3 The Lessee's Right to Peaceful Enjoyment. The Lessee has the right to undisturbed enjoyment of the Project Real Property, and the Owner has no desire or intention to interfere with the actions of the Lessee, except as specifically provided for in this Lease in order to further the Owner's purpose in entering into this lease.

3.4 Representations and Covenants of the Owner. The Owner makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) The Owner has the power to enter into this Lease and to carry out its obligations hereunder.
- (b) Neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Lease will conflict with or result in a breach by the Owner of any of the terms, conditions or provisions of the certificate of incorporation or by-laws of the Owner or any restriction, agreement, instrument, order or judgment to which the Owner is a party or by which it is bound, or will constitute a default by the Owner under any of the foregoing.
- (c) The Owner will cooperate with the Lessee in good faith in the acquisition, construction, and financing of the Project in order that the Project may be completed and placed in service as soon as reasonably practicable.

3.5 Representations and Covenants of the Lessee. The Lessee makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) Neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions hereof or thereof will conflict with or result in a breach of any of the terms, conditions or provisions of Resolution 16-04 Amendment #2 to 1990 Resolution Creating the Teton County Housing Authority dated March 16, 2016, nor any agreement, instrument, order or judgment to which the Lessee is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Lessee under the terms of any such instrument, agreement, order or judgment.

ARTICLE IV LEASE FEE

4.1 Lease Fee. In consideration of the possession, continued use, and occupancy of the Land, the Lessee shall pay to the Owner an annual lease fee (the “Lease Fee”) of One and No/100 Dollars (\$1.00) for the term of the Lease.

ARTICLE V TAXES AND ASSESSMENTS

5.1 Taxes and Assessments. The Lessee shall be responsible for payment of all taxes and assessments payable with respect to the Project Real Property as well as Flat Creek Apartments. The Lessee shall also pay directly, when due, any and all other service bills, utility charges, or other governmental assessments charged against Project Real Property.

5.2 Taxes on Leased Land. If the local taxing authority bills the Owner for the taxes on the leased land, the Owner shall forward such tax bills to the Lessee and the Lessee shall promptly pay this bill before it becomes delinquent.

5.3 The Lessee’s Right to Contest. The Lessee shall have the right to contest in good faith the amount or validity of any taxes relating to Flat Creek Apartments and Project Real Property. The Owner shall, upon written request by the Lessee, join in any such proceedings if the Lessee reasonably determines that it is necessary or convenient for the Owner to do so. All other costs and expenses of such proceedings shall be paid by the Lessee.

5.4 Payments in Event of Delinquency. If the Lessee fails to pay the taxes or other charges specified in Section 5.1 and Section 5.2, above, premiums on the insurance policies required under Section 8.4, or any other amounts which the Lessee is obligated to pay pursuant to this Lease which relate to the protection or preservation of value of the Project Real Property the Owner may pay such amounts and in turn increase, the Lessee’s Lease Fee in an amount that will offset the cost of any delinquent and current amounts or other charges relating to Flat Creek Apartments and the Project Real Property.

5.5 Proof of Compliance. Concurrently with the payment of any taxes, assessments, and charges required or permitted by the provisions of this Lease, each party, as applicable, shall furnish evidence satisfactory to the other documenting the payment. A copy of a paid receipt for such charges showing payment prior to the due date shall be the usual method of furnishing such evidence.

5.6 Personal Property Taxes. The Lessee will be responsible for paying all personal property taxes payable with respect to the Lessee’s personal property in Teton County on or before the date that those taxes are due, in order to prevent those personal property taxes from becoming a lien on Flat Creek Apartments the Lessee’s rights under this Lease, or the Project Real Property.

ARTICLE VI FLAT CREEK APARTMENTS

6.1 Ownership. It is agreed that all buildings, structures, fixtures, and other improvements (collectively the “Improvements”) purchased by the Lessee or constructed or placed by the Lessee on any part of the Project Real Property at any time during the Principal Term (collectively in the definition of “Flat Creek Apartments” provided above) shall be property of the Project Owner. Title to the Improvements shall be and remain vested in the Project Owner. However, the Lessee’s exercise of the rights of ownership is subject to the provisions of this Lease, including but not limited to provisions regarding the disposition of Flat Creek Apartments by the Lessee and the Owner’s option to purchase Flat Creek Apartments as set forth in Article 9. All improvements made by the Project Owner shall be deemed detached from the Project Real Property, shall be owned by the Project Owner as the property of the Project Owner. In addition, at all times during the term of this Lease, including without limitation for tax purposes, the Project Owner alone shall be entitled to all of the tax attributes of ownership of the Improvements, including without limitation, the right to claim depreciation or cost recovery deductions, amortization and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended.

6.2 Construction and Alteration. Any construction in connection with an existing or new improvement on or within the Project Real Property or Flat Creek Apartments is subject to the following conditions: (a) all costs shall be borne and paid for by the Project Owner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all development and construction shall comply with the Town of Jackson Land Development Regulations and Municipal Code; and (d) all construction shall be consistent with the permitted uses set forth in Article I. The Project Owner shall have the right to make such alterations, improvements, and changes to any of the Improvements constructed on the Project Real Property as the Project Owner may deem necessary, or replace the same with new ones of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replace any building, the Lessee and the Project Owner shall obtain Owner’s written approval of the plans and specifications, which Owner shall not unreasonably withhold, condition or delayed, provided that the value of the Improvements shall not be diminished and the structural integrity of the Improvements shall not be adversely affected by any such alterations, improvements or changes, or that any proposed new Improvement is at least equal in value to the one that it is to replace, as the case may be. In the event of disapproval, the Owner shall give to the Lessee and the Project Owner an itemized statement of reasons for the disapproval. The Lessee will in no event make any alterations, improvements, or other changes of any kind to any Improvement on the Project Real Property that will decrease the value of the Improvement, or that will adversely affect the structural integrity of the Improvement. The Lessee shall make any and all alterations or improvements any time during the Lease term required by any governmental agency or authority.

6.3 Prohibition of Liens. Except for the Permitted Mortgages, no lien for services, labor or materials construction or capital improvements shall attach to the Owner’s title to the Project Real Property or to the Owner’s interest in the Project Real Property or to any other property owned by the Owner. The Lessee shall not permit any statutory or similar lien to be filed against the Project Real Property, Flat Creek Apartments or any interest of the Owner or the Lessee, which remains more than ninety (90) days after it has been filed. The Lessee shall cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent

jurisdiction or as otherwise permitted by law. If the Lessee fails to cause such lien to be discharged within the one hundred eighty (180) day period, then, in addition to any other right or remedy, the Owner may, but shall not be obligated to, discharge the lien by paying the amount in question. The Lessee may, at the Lessee's expense, contest the validity of any such asserted lien, provided the Lessee has furnished a bond in an amount sufficient to release the Project Real Property from such lien. Any amounts paid by the Owner to discharge such liens shall be deemed to be an additional Lease Fee payable by the Lessee to the Owner upon demand.

6.4 Maintenance and Services. The Lessee shall, at the Lessee's sole expense, maintain the Project Real Property and Flat Creek Apartments. The Owner shall not be required to furnish any services or facilities, including but not limited to electric, gas, water, sewer, garbage and telephone service, or to make any repairs or improvements to the Project Real Property or Flat Creek Apartments, and the Lessee hereby assumes the sole responsibility for furnishing all services or facilities and making all repairs and improvements. The Lessee will be responsible for contracting and paying for and all utility services furnished to the Project Real Property and Flat Creek Apartments during the term of this lease, including but not limited to electric, gas, water, sewer, garbage, and telephone service. The Owner and the Lessee acknowledge and agree that the Owner will not be responsible for providing any utilities or other services to the Project Real Property or Flat Creek Apartments.

6.5 Disposition of Flat Creek Apartments upon Expiration of Principal Term. Upon the expiration of the Principal Term as such term may be extended or sooner terminated in accordance with this Lease, the Lessee shall surrender the Project Real Property together with Flat Creek Apartments to the Owner. Ownership of Flat Creek Apartments shall thereupon transfer to the Owner.

6.6 Lessee's and the Owner's Further Assurance. At any time and from time to time during the Term of this Lease, the Owner shall, upon the written request of the Lessee and within the reasonable time frame set forth in such written request and at no cost to the Owner, execute and deliver such instruments as may be reasonably appropriate or necessary for (a) the grant or dedication of any easement, right of way or other property right on or within the Project Real Property to any public entity, public utility or service corporation or for the development of the Improvements, so long as such grant or dedication does not substantially impair the value of the Owner's fee interest in the Project Real Property or unreasonably interfere with the Owner's use or enjoyment of any other portions of the Project Real Property, or (b) the application to any governmental authority for, or the obtaining of, approvals, consents, general plan amendments, environmental impact reports, specific plans, zoning changes, conditional uses, variances, subdivision maps or the like, in each instance for the purpose of permitting the Lessee to develop the Project Real Property, construct the Improvements, or make any alteration or addition to the Improvements, or (c) the obtaining of one or more Mortgages, including such estoppel certificates, non-disturbance and attornment agreements, or other agreements, in customary form, as may be reasonably required by such Mortgagees or prospective Mortgagees, or (d) performing a lot line adjustment, lot split or subdivision, or otherwise altering the boundaries or number of legal parcels constituting the Project Real Property for the purposes of constructing or financing the Improvements.

6.7 Owners right of Access for Construction and Maintenance. Through this Lease, the Owner hereby reserves the right of access over, under, and all about the Project Real Property for constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing the stormwater, sewer and water infrastructure located on or under the Project Real Property (the “Owner’s Utilities”). The exercise of the access granted in this Section shall be made with as little inconvenience to the Lessee and the Project Owner as practicable. No non-emergency entry shall be made to a residential dwelling unit without at minimum 24 hours’ prior notice and arrangement with the Lessee and the Project Owner’s affected tenant(s). Work in the Flat Creek Apartments in a non-emergency nature shall be done during weekdays from 7:00 AM to 7:00 PM. In the case of emergency, no such notice shall be required; however, Owner shall use reasonable efforts to notify Lessee and the Project Owner’s affected tenant(s) of its intent to exercise its right under this Lease for such emergency or unplanned work. Any damage to any portion of the Project Real Property or the Flat Creek Apartments as a result of the exercise of the access granted in this Section shall be promptly restored to as near the original condition as possible by the Owner at Owner’s sole cost and expense.

ARTICLE VII LESSEE’S RIGHT TO ASSIGN, MORTGAGE, OR SUBLEASE THE LEASEHOLD INTEREST

7.1 Right to Mortgage.

7.1.1 The Lessee may obtain financing to facilitate the development, construction, maintenance and operation of Flat Creek Apartments or for other purposes, and may secure that financing with a mortgage or trust indenture and with a collateral assignment of the Lessee’s rights under this Lease. Lessee is responsible for submitting an application for financing to a Lender, and for qualifying for a loan by meeting all loan criteria and satisfying all requirements imposed by a Lender in connection with the financing.

7.1.2 The Lessee may mortgage or encumber Flat Creek Apartments and the Lessee’s rights under this Lease only with the written consent of the Owner or as expressly set forth herein. Unless as otherwise waived by the Owner, not less than thirty (30) days prior to the date on which the Lessee requests the Owner’s consent to a mortgage to be effective, the Lessee shall furnish to the Owner copies of every document to be executed in connection with the transaction represented by such mortgage. The Owner may choose to consent to any mortgage, and in so doing shall designate such mortgage as a “Permitted Mortgage.” However, the Owner shall not be required to consent to a mortgage if (a) at the time such copies of documents are submitted and at the time proposed by the Lessee for the execution of such documents, no default is then outstanding under this Lease; and (b) the mortgage so submitted is a Permitted Mortgage as defined in Section 7.2 of this Lease.

7.2 Permitted Mortgage. A “Permitted Mortgage” shall be a mortgage, deed of trust or Declaration of Restrictive Covenants (hereinafter “Mortgage”) which meets the following requirements:

- (a) The Mortgage must run in favor of either (i) a so-called “institutional lender” such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, a pension and/or profit-sharing fund or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision, (ii) a “community development financial institution” as certified by the U.S. Department of the Treasury, or similar non-profit lender to housing projects for low and moderate income people, or (iii) if a Declaration of Restrictive Covenants, the Wyoming Community Development Authority and its successors (together, “WCDA”), which shall be deemed the “Permitted Mortgagee” with respect to such ;
- (b) Notwithstanding anything to the contrary in this Lease, prior to exercising any remedy for any Event of Default, the Owner shall provide notice of such Event of Default to each Permitted Mortgagee, and shall allow an additional cure period during which any Permitted Mortgagee may cure the Event of Default, which cure period shall be an additional sixty (60) days after the later of (i) the expiration of any cure period provided to the Lessee under this Lease, and (ii) receipt by such Permitted Mortgagee of such notice; provided, however, that if such Event of Default cannot with reasonable diligence be cured within sixty (60) days, then such period will be as is reasonably practicable so long as the Lessee or another party has commenced a cure with reasonable promptness and continues to make diligent and reasonable efforts to cure such default as soon as practicable. In addition, in the case of an Event of Default that can only be cured by the applicable Permitted Mortgagee obtaining possession of the property through foreclosure or otherwise, the Owner shall grant to such Permitted Mortgagee such additional period of time which is necessary to obtain possession of the property. The Owner agrees to accept payment or performance of any obligation of the Lessee hereunder, or the cure of any Event of Default hereunder, by any Permitted Mortgagee as though such payment, performance, or cure had been rendered by the Lessee;
- (c) The Mortgage, the note which it secures, and related documentation must not contain any provisions which could be construed as rendering the Owner or any subsequent holder of the Owner’s interest in and to this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by the note and the Mortgage or any part thereof;

- (d) The Mortgage, the note which it secures, and related documentation must contain provisions to the effect that the holder of the Mortgage shall not look to the Owner or the Owner's interest in the Project Real Property, but will look solely to the Lessee, the leasehold estate created by this Lease, Flat Creek Apartments or such other buildings and improvements which may from time to time exist on the Project Real Property, for the payment of the debt secured thereby or any part thereof (It is the intention of the parties hereto that the Owner's consent to such Mortgage shall be without any liability on the part of the Owner for any deficiency judgment);
- (e) Without limiting any other right hereunder, the Owner specifically consents to the following mortgages and encumbrances to be entered into in connection with the financing for Flat Creek Apartments: (1) the Project Owner's construction mortgage of the Project Owner's leasehold estate pursuant to the First Republic Construction Loan; (2) the Project Owner's permanent mortgage of the Project Owner's Leasehold estate pursuant to the First Republic Permanent Loan (3) the Project Owner's mortgage of the Project Owner's leasehold estate in favor of WCDA pursuant to the WCDA HOME Program Loan; (4) the Project Owner's mortgage of the Project Owner's leasehold estate in favor of WCDA pursuant to the WCDA HTF Program Loan; and (5) the Project Owner's Declaration of Restrictive Covenants for Low-Income Housing Credits in favor of the Wyoming Community Development Authority, each pursuant to any future loan or loan commitment to be negotiated or entered into between the parties, and each of the mortgages and encumbrances in favor of Lender, First Republic, and WCDA, related to any of the foregoing shall be deemed a Permitted Mortgage for all purposes hereunder; and
- (f) A Permitted Mortgagee shall have the right to (i) perform any term, covenant or condition for, and to remedy any default by, the Lessee hereunder within the time periods specified herein, and the Owner shall accept such performance with the same force and effect as if furnished by the Lessee, and (ii) to perform any obligation under this Lease.
- (g) In the event of a default of any of the mortgagor's obligations under the Mortgage, the Permitted Mortgagee may provide the necessary consent, which consent shall not be unreasonably withheld, to the Owner to cure such default in the mortgagor's name and on the mortgagor's behalf, provided that current payments due to the Permitted Mortgagee over the time period as may be required to cure such defaults are made to the Permitted Mortgagee.

7.3 Rights of Lender.

7.3.1 The rights of a holder of a Permitted Mortgage (referred to in this Lease as a “Lender”) shall be as set forth in this section.

7.3.2 A Lender shall without requirement of consent by the Owner have the right, but not the obligation, to:

- (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance by a Lender being effective as if it had been undertaken and performed by the Lessee;
- (b) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Lender.

7.3.3 Lender shall not, as a condition to the exercise of its rights under the Lease, be required to assume personal liability for the payment and performance of the obligations of the Lessee under the Lease. Any such payment or performance or other act by Lender under the Lease shall not be construed as an agreement by Lender to assume such personal liability except to the extent Lender actually takes possession of the the collateral granted to the Lender under the Lender's loans documents with the Lessee (the “Security”) and the premises. If Lender does take possession of the Security and thereupon transfers the Security, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Lender shall automatically be released from personal liability under the Lease.

7.3.4 If title to the estates of both the Owner and the Lessee shall be acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Lender, so long as Lender owns any interest in the Security or in a Permitted Mortgage. If the estate of the Owner is owned at any time by the Lessee (regardless of a merger), or by any person in which the Lessee has a direct or indirect interest, Lender shall not be obligated to cure any default of the Lessee under the Lease as condition to the forbearance by the Owner in the exercise of the Owner’s remedies as provided in the Lease. Notwithstanding anything to the contrary herein, if any lien granted on the leasehold estate or assignment of any lease of the leasehold estate made to any Permitted Mortgagee and the fee title to the Project Real Property shall at any time become vested in one owner, the lien created under any trust deed granted or assignment made to the Permitted Mortgagee shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Permitted Mortgagee shall continue to have and enjoy all of the rights and privileges of lender, beneficiary, and assignee and, if applicable, fee title owner, as to the separate estates. In addition, upon the foreclosure of any such lien or assignment, any leases or subleases then existing and created by the Owner or the Lessee, shall not be destroyed or terminated by application of the law of merger

or as a matter of law or as a result of such foreclosure unless Permitted Mortgagee, its successor or assign, or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Permitted Mortgagee, its successor or assign, or any such purchaser shall constitute a termination of any lease or sublease unless Permitted Mortgagee, its successor or assign, or such purchaser shall give written notice of such termination to such tenant or subtenant.

7.3.5 Any amendments to this Lease shall be subject to the written approval of Lender, which approval shall not be unreasonably withheld or delayed. The passage of thirty (30) days after submittal to Lender of a proposed amendment without approval or disapproval by Lender shall be deemed approval thereof. Neither the Lessee nor the Owner shall take any action to cancel or surrender this Lease, or to modify the terms of this Lease if such modification would (i) shorten the term of this Lease, (ii) increase the obligations of the Lessee, (iii) modify the economic terms of this Lease, or (iv) modify the provisions of this Article VII, without the prior written consent of each Permitted Mortgagee and the Investor as defined herein, which consent shall not be unreasonably withheld, conditioned, or delayed. No termination of this Lease by the Lessee shall be permitted or effective unless with the prior written consent of the first priority Lender.

7.3.6 If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall enter into a new lease of the Project Real Property with the Lender (or with any party designated by the Lender, subject to the Owner's approval, which approval shall not be unreasonably withheld), if the Lender cures all defaults under the Lease which can be cured by the payment of money, and makes a written request for such a new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance. The Owner will provide the new lease within thirty (30) days after receiving a written request for a new lease from the Lender. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and will be upon all the terms and provisions contained in the Lease, except that the Lender or the party designated by the Lender will be the Lessee thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Project Real Property as the Lease. The provisions of this Section shall survive the termination, rejection, or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by the Owner, the Lessee, and the Lender. Any new lease entered into pursuant to this subsection shall be subject to the provisions of the Declaration of Restrictive Covenants for Low-Income Housing Credits in favor of the Wyoming Community Development Authority and any other Regulatory Agreements for HOME and National Housing Trust Funds to the same extent as this Lease, to the extent such provisions remain in effect.

7.3.7 The Owner shall have no right to terminate the Lease during such time as the Lender has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same. Foreclosure of any Permitted Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Mortgage, or any conveyance to a Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of the Owner or constitute a breach of any provision of or a default under this Lease, and upon such foreclosure, sale or

conveyance, the Owner shall recognize the purchaser at the foreclosure sale, even if said purchaser is a Permitted Mortgagee, or the person or entity to which title is conveyed by deed in lieu or other proceedings as the Lessee. . Provided, however, that any foreclosure or conveyance in lieu of foreclosure or other appropriate proceedings shall not operate to terminate the Tenant Protections provided in Section [] of the Declaration of Restrictive Covenants for Low-Income Housing Credits (“Declaration”) in favor of the Wyoming Community Development Authority or, if the Secretary of the Treasury determines that acquisition of the Project or any Project building by such foreclosure, conveyance or proceedings is part of an arrangement to terminate the Occupancy Restrictions in the Declaration, to terminate the Declaration.

7.3.8 If the Owner sends a notice of default under the Lease to the Lessee, the Owner shall also send a notice of the Lessee’s default to Lender. Such notice shall be given in the manner set forth in Section 13.1 of the Lease to the Lender at the address, which has been given by the Lender to the Owner, by a written notice to the Owner sent in the manner set forth in said Section 13.1 of the Lease.

7.3.9 The Owner shall cooperate with the Lessee in amending this Lease from time to time to add any provision which may reasonably be requested in writing by any Permitted Mortgagee or prospective Permitted Mortgagee for the purpose of implementing the provisions contained in this Lease related to Permitted Mortgages and Permitted Mortgagees and allowing such Permitted Mortgagee or prospective Permitted Mortgagee reasonable means to protect or preserve the lien of its security documents and the value of its security. The Owner agrees to execute and deliver (and to acknowledge if necessary for recording purposes) such documents as may be reasonably necessary to effect any such amendment upon approval of the documents by the Owner, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no such amendment shall be made without the consent of the Investor and no such amendment shall in any way: (A) affect or change the term of this Lease, (B) affect or change the Lease Fee or any other amounts payable to the Owner under this Lease, (C) encumber the fee interest of the Owner in the Project Real Property, or (D) interfere with the Owner’s continuing “control” of the Project Real Property

7.3.10 In no event shall the Owner require the Lessee to perform an unusual or unique obligation that would be difficult or impossible for a Permitted Mortgagee to replicate.

7.3.11 The Owner hereby approves the recordation of any financing documents necessary to provide funds for construction of the Improvements.

ARTICLE VIII

LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN

8.1 Lessee’s Liability. The Lessee assumes sole responsibility and liability to persons and authorities related to the Lessee’s possession, occupancy, and use of the Project Real Property.

8.2 Indemnification of the Owner. The Lessee shall defend, indemnify, and hold the Owner harmless against all liability, and claims of liability for injury or damage to person or property, from any cause on or about the Project Real Property. The Lessee waives all claims against the Owner for such injury or damage. However, the Owner shall remain liable (and the Lessee shall not indemnify and defend the Owner against such liability or waive such claims of liability) for injury or damage due to the grossly negligent or intentional acts or omissions of the Owner or the Owner's agents or employees.

8.3 Payment by the Owner. If the Owner shall be required to pay any sum whatsoever that is the Lessee's responsibility or liability, the Lessee shall promptly reimburse the Owner for such payment and for reasonable expenses caused thereby.

8.4 Insurance.

8.4.1 The Lessee shall, at the Lessee's sole expense, keep Flat Creek Apartments and all Improvements on the Project Real Property continuously insured against loss or damage by fire and the extended coverage hazards for the full replacement value of such Flat Creek Apartments and Improvements.

8.4.2 The Lessee shall, at the Lessee's sole expense, maintain continuously in effect liability insurance covering the Project Real Property and its appurtenances in the amounts of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person; and Two Million Dollars (\$2,000,000.00) for injury to or death of any number of persons in one occurrence; and Two Million Dollars (\$2,000,000.00) for property damage. The dollar amounts of this coverage shall be adjusted upon the Owner's demand given not more often than annually, upon thirty (30) days' notice to the Lessee, to the amount of coverage typically maintained by responsible landowners in the area at the time of the adjustment. Such insurance shall specifically insure the Lessee against all liability assumed under this Lease, as well as all liability imposed by law, and shall also list the Owner as a loss payee and an additional named insured so as to create the same liability on the part of insurer as though separate policies had been written for the Owner and the Lessee. Notwithstanding anything in this Section 8.4(b) to the contrary, if as a result of the Flat Creek Apartments Financing Requirements, the Lessee is required to carry higher dollar insurance coverage than provided above, then the Lessee shall maintain the higher coverage required.

8.4.3. The Lessee shall provide the Owner with copies of all policies and renewals of policies. All policies shall also contain endorsements providing that they shall not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier involved without at least thirty (30) days prior written notice to the Owner. The Owner shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance.

8.5 Damage or Destruction.

8.5.1 In the event of fire or other damage to Flat Creek Apartments, the Lessee shall take all steps necessary to assure that the Project Real Property is safe and that the damaged

Flat Creek Apartments does not constitute a danger to persons or property. The Lessee shall also promptly take steps to assure the repair of such damage and the restoration of the Flat Creek Apartments to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible.

8.5.2 If Flat Creek Apartments suffers substantial damage, and the Lessee, using reasonable judgement and relying on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than eighty percent (80%) of the cost of repair and restoration, (provided the Lessee has fulfilled all of the hazard insurance requirements set forth in Section 8.4 above), then the Lessee may terminate this Lease by written notice to Owner given not later than sixty (60) days after the event that caused the damage. However, such termination shall not be effective until the later of (i) forty-five (45) days after the date upon which the notice is received by the Owner, or (ii) the date that the Lessee completes the removal of the damaged Flat Creek Apartments from the Project Real Property. During this forty-five (45) day period, the Owner may seek an adjustment from the insurer so as to increase the available insurance proceeds to an amount covering at least eighty percent of the cost of repair and restoration. If successful in securing such adjustment, the Owner may render the Lessee's termination notice null and void by written notice to the Lessee within such forty-five (45) day period. If the Owner fails to nullify the termination notice in this way, then this Lease shall terminate at the expiration of the forty-five (45) day period, and any insurance proceeds payable to the Lessee on account of such damage shall be paid as provided below.

8.5.3 The insurance proceeds shall be paid first to cover any expenses of, collecting the proceeds, and second to the costs of removing the damaged Flat Creek Apartments from the Project Real Property. Remaining proceeds shall be paid to the Lessee (or its Lender to the extent required by the Permitted Mortgage) up to the then applicable Owner's Maximum Resale Price (as of immediately prior to the damage) calculated according to the provisions of Article IX below. The balance of such proceeds, if any, shall be paid to the Owner.

8.5.4 Notwithstanding anything to the contrary in this Lease, at any time any amount is owing to a Permitted Mortgagee under a promissory note executed in connection with a loan, and all other documents executed in connection with the loan (the "Loan Documents"), all proceeds from fire or extended coverage insurance or other insurance against casualty paid in connection with the Project Real Property, and all other improvements on the Project Real Property, and the leasehold interest in the Project Real Property shall be paid to such Permitted Mortgagee with a first priority lien and applied in accordance with the terms of such Loan Documents; provided, however, the amount paid to such Permitted Mortgagee shall not exceed the amount owing to the Permitted Mortgagee under the Loan Documents. Notwithstanding the provisions of this Lease or any lien encumbering the Owner's fee interest in the Project Real Property, a Permitted Mortgagee shall be entitled to participate in the adjustment and resolution of any insurance claim and to be represented in the proceeding by counsel of its own choice, and the Owner and the Lessee will deliver or cause to be delivered to the Permitted Mortgagee such instruments and documentation as may be requested by Permitted Mortgagee from time to time to permit such participation. In addition, each policy of insurance obtained hereunder shall name Permitted Mortgagee as an additional insured and loss payee/mortgagee. Neither the Owner nor

the Lessee may cancel or amend any insurance policies hereunder without the prior written consent of Permitted Mortgagee, provided however that any changes to the insurance policies hereunder that are still consistent and meet the insurance requirements of the Permitted Mortgagee will not require the consent of the Permitted Mortgagee.

8.6 Eminent Domain and Public Dedication.

8.6.1 If the Project Real Property is taken or condemned, either in its entirety or to such extent that the Flat Creek Apartments is lost or damaged beyond repair, by reason of eminent domain or other action of public or quasi-public authority prior to the expiration of this Lease, the Lease shall terminate as of the date the Lessee is required to give up possession of Flat Creek Apartments and the entire amount of any award(s) paid shall be allocated in the way described in Section 8.5(c) above for insurance proceeds.

8.6.2 If a taking of a portion of the Project Real Property that does not result in damage to Flat Creek Apartments or substantial reduction in the usefulness or desirability of Flat Creek Apartments for residential purposes, then any monetary compensation for such taking shall be allocated entirely to the Owner. If a taking of a portion of the Project Real Property results in damage to Flat Creek Apartments only to such an extent that Flat Creek Apartments can reasonably be restored to a residential use consistent with this Lease, the Owner may, in its discretion, allocate some or all of the monetary compensation to enable the Lessee to accomplish such a restoration. Any balance remaining after or in the absence of such allocation shall be allocated as provided above for a taking of the entire Project Real Property.

8.6.3 Any and all proceedings brought by a party in connection with any damages as a result of any taking referred to in this Section shall be conducted at the sole expense of such party. If any provision of law requires that such proceedings be brought by or in the name of any owner or lessee of the premises, such party shall join in such proceedings or permit the same to be brought in its name. Each party agrees to do all acts and to execute all documents that may be required to enable the other to maintain such proceedings. If the party required to join in the proceedings incurs any cost or expense in doing so, such party shall be entitled to reasonable reimbursement and this entitlement shall constitute a first charge against any award.

8.6.4 Notwithstanding anything to the contrary in this Lease, at any time any amount is owing to a Permitted Mortgagee under a promissory note executed in connection with a loan, and all other Loan Documents, all proceeds from a taking or condemnation by reason of eminent domain or other action of public or quasi-public authority paid in connection with the Project Real Property, and all other improvements on the Project Real Property, and the leasehold interest in the Project Real Property shall be paid to such Permitted Mortgagee with a first priority lien and applied in accordance with the terms of such Loan Documents; provided, however, the amount paid to such Permitted Mortgagee shall not exceed the amount owing to the Permitted Mortgagee under the Loan Documents. Notwithstanding the provisions of this Lease or any lien encumbering the Owner's fee interest in the Project Real Property, if any proceeding in condemnation is filed, the Permitted Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and the Owner

and the Lessee will deliver or cause to be delivered to the Permitted Mortgagee such instruments and documentation as may be requested by Permitted Mortgagee from time to time to permit such participation.

8.7 Reassessment of Rental Value. In the event of any taking that reduces the size of the Project Real Property but does not result in the termination of the Lease, the Owner shall reassess the fair rental value of the remaining Premises and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed an affordable value of the premises for use as restricted by the Lease.

ARTICLE IX

TRANSFER, SALE OR DISPOSITION OF FLAT CREEK APARTMENTS

9.1 Intent. It is the express understanding and intent of the parties that the terms of this Lease, and in particular of this Article IX, are intended to preserve the affordability of Flat Creek Apartments for lower income individuals.

9.2 Transfers. Subject to all the restrictions and limitations on transfers made part of the Flat Creek Apartments Financing Requirements, including but not limited to the project Transfer Restrictions in Section [] of the Declaration of Restrictive Covenants for Low-Income Housing Credits in favor of the Wyoming Community Development Authority, the Lessee may transfer, sell or dispose of its interest in the Project Real Property or the Flat Creek Apartments subject to the Owner's review and purchase option rights set forth in this Article IX. Any purported transfer done without following the procedures set forth below, except in the case of a transfer to a Lender in lieu of foreclosure, shall be null and void.

9.3 Lessee's Notice of Intent to Sell. If the Lessee wishes to assign its interest in the Project Real Property and sell Flat Creek Apartments, the Lessee shall notify the Owner, in writing, of such wish (a "Notice of Intent to Sell"). The Notice of Intent to Sell shall include a statement as to whether the Lessee has identified a prospective buyer as of the date of the Notice of Intent to Sell.

9.4 Appraisal. As soon as possible after receipt of the Lessee's Notice of Intent to Sell by the Owner, a market valuation of the Project Real Property and the Flat Creek Apartments (the "Appraisal") shall be performed by a mutually acceptable and duly licensed appraiser. The Lessee shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to the Project Real Property and Flat Creek Apartments were held in fee simple absolute, disregarding the restrictions of this Lease on the use of the Project Real Property and the transfer of the Flat Creek Apartments. However, the Appraisal shall take into account any income restrictions encumbering the Project Real Property and the Flat Creek Apartments. The Appraisal shall state the values contributed by the Project Real Property and by the Flat Creek Apartments as separate amounts with the total being referred as the "Maximum Resale Price." Copies of the Appraisal are to be provided to both the Owner and the Lessee.

9.5 Lessee's Right to Designate a Buyer.

9.5.1 The Lessee may, no later than three (3) months after the date of the Appraisal, notify the Owner in writing that the Lessee has identified a prospective buyer. If the Lessee identifies a prospective buyer more than three (3) months after the date of the Appraisal, the Lessee must obtain a new version of the Appraisal, which is dated within three (3) months of the date that the Lessee notifies the Owner that the Lessee has identified a prospective buyer. If the Lessee has thus identified a prospective buyer, then the Lessee shall furnish to the Owner, or cause to be furnished to the Owner, the documents required by Section 9.2 of this Lease. Additionally, the Lessee shall provide a copy of the buy-sell agreement entered into between the Lessee and the prospective buyer.

9.5.2 No sale or other disposition shall be effective unless and until the Owner, within thirty (30) days of receipt of all of the documents and information listed in the paragraphs above, approves the sale, confirming in writing that the prospective buyer understands and accepts the terms of the Lease and that the price and other terms of sale are consistent with the terms of the Lease. If the Owner determines that the proposed buyer or proposed sale are not permitted under the terms of the Lease of the Flat Creek Apartments Financing Requirements, then the Owner shall respond with written notice to the Lessee of this determination.

9.5.3 Upon receipt of the Owner's approval as described above, the Lessee may proceed to sell Flat Creek Apartments and assign the Lease to the prospective buyer. The Lessee shall complete such sale and assignment within sixty (60) days of receipt of approval of the proposed sale.

9.6 Owner's Purchase Option and Agreement to Cooperate. Upon receipt of a Notice of Intent to Sell from the Lessee, the Owner shall have the option to purchase Flat Creek Apartments (the "Purchase Option") at the Maximum Resale Price. The Purchase Option is designed to further the purpose of preserving the affordability of Flat Creek Apartments for succeeding income-qualified persons while taking fair account of the investment of labor and capital by the Lessee. Any purchase of Flat Creek Apartments by Owner or Owner's affiliate pursuant to this subsection shall be subject to the project Transfer Restrictions in Section [] of the Declaration of Restrictive Covenants for Low-Income Housing Credits in favor of the Wyoming Community Development Authority. Notwithstanding anything to the contrary contained in this Article 9, the option to purchase the Investor's Interest in the Project Owner or Flat Creek Apartments granted to the Managing Member of the Project Owner under the Operating Agreement shall not trigger the Owner's Purchase Option under this Section 9.6.

9.7 Exercise of the Owner's Purchase Option.

9.7.1 The Owner may elect to exercise the Purchase Option within a sixty (60) day period beginning ten (10) days after the Lessee's receipt of the Appraisal unless Lessee has, by such time, given notice identifying a prospective buyer. If the Lessee has identified a prospective buyer but for any reason the sale to such prospective buyer cannot be completed, then the Owner may elect to exercise the Purchase Option within a sixty (60) day period beginning at such time as the Owner receives written notice from the Lessee that the sale to such prospective buyer cannot be completed. In either case, the Owner shall notify the Lessee in writing of its election to exercise the Purchase Option within the applicable sixty (60) day period.

9.7.2 If the Owner gives notice of election to exercise the Purchase Option, the Owner shall then complete the purchase of Flat Creek Apartments within sixty (60) days of the date on which it gives such notice. If the Owner either fails to give such notice within the time permitted or fails to complete the purchase within the time permitted, the Purchase Option shall expire.

9.7.3 Exercise of the Purchase Option may be accomplished by the Owner's assignment of the Option to an affiliate who then completes the purchase of the Flat Creek Apartments within the required period. The time permitted for the exercise of the Purchase Option may be extended by mutual agreement of the Owner and the Lessee.

9.8 If Purchase Option Expires. If the Purchase Option has expired and the Owner has determined that the sale is permitted under this Lease and the Flat Creek Apartments Financing Requirements, the Lessee may sell Flat Creek Apartments and assign the Lease for not more than the then applicable Maximum Resale Price.

ARTICLE X ASSIGNMENT

10.1 Terms and Conditions. Except as otherwise provided in Article VII (including Permitted Mortgages), Article IX, and as contemplated by the Ground Lease Assignment and Assumption Agreement, the Lessee shall not assign, sublease, sell or otherwise convey any of the Lessee's rights under this Lease without the prior written consent of the Owner, which consent is not to be unreasonably withheld, conditioned or delayed. If the Owner's permission under this Section 10.1 is granted, any assignment, sublease, sale, or conveyance shall be subject to the following conditions as applicable:

- (a) Any such assignment, sublease, sale or conveyance shall be subject to all of the terms of this Lease, and Permitted Mortgage assumed or not otherwise released at the time of the transfer by the transferee and to the project Transfer Restrictions in Section [] of the Declaration of Restrictive Covenants for Low-Income Housing Credits in favor of the Wyoming Community Development Authority.
- (b) Except as expressly set forth herein, the Lessee will not sublet or permit the Project Real Property and Flat Creek Apartments or any part thereof to be used by others. It is agreed that the licensing of the use of the Project Real Property and Flat Creek Apartments or a part thereof, even though on a non-exclusive basis, shall be deemed a subletting. Notwithstanding in this Article X, the Owner consents to the lease of the individual tenant units located within Flat Creek Apartments to Tenants qualifying under the Flat Creek Apartments Financing Requirements.
- (c) Except as expressly set forth herein, this Lease shall be assignable and able to be mortgaged by the Lessee without any limitations or restrictions.

10.2 Documentation Required. No sale, assignment, or other transfer of the Lessee's rights as lessee under this lease (whether voluntarily, by action of law, for value, by gift, by will or by intestacy) will be valid or binding upon the Owner unless and until a document executed by the Owner has been recorded in the office of the County Clerk and Recorder of Teton County, Wyoming, in which the Owner consents to the sale, assignment, conveyance or other transfer. No sublease by the Lessee will be valid or binding upon the Owner unless and until the Owner gives its written consent to the sublease, not to be unreasonably withheld, but the written consent to a sublease does not need to be recorded. All requests made by the Lessee to the Owner for consent to a sale, assignment, sublease or other transfer must be made in writing, and must be accompanied by the following information and documents:

- (a) Copies of all documents relating to the sale or other transfer, including but not limited to purchase agreements, deeds, assignments, settlement statements, and wills.
- (b) An appraisal prepared for use in determining the Maximum Resale Price of the Flat Creek Apartments when required by this Lease.
- (c) Any other documents, which the Owner may reasonably request to provide evidence of whether the sale, assignment, sublease, or other transfer complies with the requirements of this Lease.

10.3 Owner Permitted to Assign. The Owner is permitted to assign its interest under this Lease however, the assignment shall be subject to all of the terms of this Lease, and provided, further, that the Owner shall not assign the Lease or encumber the Project Real Property without the Lessee's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and the consent of the Investor. In the event the Lessee and Investor grant such consent, any such encumbrance shall be subordinate to this Lease, and any current or future Permitted Mortgage. In the event Owner mortgages or hypothecates its ownership of the Land and Owner's interest in this Lease, any such fee mortgage or encumbrance shall at all times be subject and subordinate to this Lease, the leasehold estate of Lessee created hereby, and any new lease given pursuant to Article VII (the mortgagee or beneficiary under any such fee mortgage being called herein the "Fee Mortgagee") and provided that any Fee Mortgagee shall enter into a non-disturbance and attornment agreement with Tenant and its Permitted Mortgagee.

ARTICLE XI DEFAULT

11.1 Monetary Default by the Lessee. It shall be an event of default if the Lessee fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by the Lessee or a Lender within thirty (30) days after notice of such failure is given by the Owner to the Lessee and Lender.

11.2 Non-monetary Default by the Lessee. It shall be an event of default if the Lessee fails to abide by any other material term or condition in this Lease, and such failure is not cured by the Lessee or a Lender within sixty (60) days after notice of such failure is given by the Owner to the Lessee and Lender. However, in the case where the Lessee or Lender has commenced to cure such default within such sixty (60) day period and is continuing such cure with all due diligence but cannot by the exercise of due diligence cure such default within such period, such period shall be extended for such additional period as may be reasonably required under the circumstances to complete such cure.

11.3 Default by the Lessee Resulting from Judicial Process. It shall be an event of default if the estate hereby created is taken on execution or by other process of law, or if the Lessee is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the Lessee for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Lessee's property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the Lessee under any provisions of the Bankruptcy Act now or hereafter enacted, or if the Lessee files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

11.4 Termination.

11.4.1 In the case of any of the events of default described above, the Owner may send a written notice of default to the Lessee. The Owner will send a copy of each notice of default to each mortgage holder that has notified the Owner in writing of the existence of its mortgage and the address to which notices of default should be sent. If the Owner notifies the Lessee in writing that the Lessee is in default under this Lease, and the Lessee fails to cure the default within the time frame specified according to Sections 11.1, 11.2 and 11.3 of this Lease, or within any longer period of time designated by the Owner, then the Owner may, without making further notice or demand upon the Lessee, terminate this Lease and initiate summary proceedings against the Lessee. Pursuant to such proceedings, without demand or notice, the Owner may enter any part of the Project Real Property and repossess the entire Project Real Property and expel the Lessee and those claiming rights through the Lessee and remove their effects without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. If this Lease is terminated by the Owner, or if the Owner re-enters the Project Real Property pursuant to an event of default under this Lease, the Lessee agrees to pay and be liable for any unpaid Lease Fee, damages which may be due or sustained prior to or in connection with such termination or re-entry, and all reasonable costs, fees and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Owner in pursuit of its remedies under this Lease.

11.4.2 If the Owner elects to terminate the Lease, then the Lender shall have the right (subject to Article VII above) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Lender or its designee to acquire the Lessee's interest in the Lease by foreclosure of its mortgage or otherwise.

11.4.3 The exercise of any right or remedy available to the Owner under agreement, at law, or in equity shall not prevent the Owner from exercising any other such remedy.

11.4.4 Notwithstanding anything to the contrary contained herein, if an event of default occurs, prior to exercising any remedies hereunder, the Owner shall give the Lessee, the Investor, and First Republic simultaneous written notice of such default. Any notice delivered to the Lessee shall be deemed ineffective and not delivered until a copy of the notice is delivered to Investor as set forth herein. The Owner hereby agrees that any cure of any default made or tendered by Investor or First Republic shall be deemed to be a cure by the Lessee, and accepted or rejected on the same basis as if made or tendered by the Lessee. Furthermore, notwithstanding anything to the contrary herein, the withdrawal, removal, and/or replacement of the Lessee or the Project Owner's managing members as permitted under the Operating Agreement for cause in accordance with the Lessee's governing document shall not require the consent of the Owner and shall not constitute a default hereunder. The interest of the Investor in the Lessee shall be transferable without the consent of the Owner and ownership interests in the Investor shall be transferable without the consent of the Owner.

11.4.5 Notwithstanding anything to the contrary contained herein, if an event of default occurs, Investor and First Republic must have received notice of said default no less than ninety (90) days prior to Owner terminating this Lease.

11.5 Default by the Owner. Owner shall in no event be in default in the performance of any of its obligations under the Lease unless and until the Owner has failed to perform such obligations within sixty (60) days after receipt of notice of such default, or such additional time as is reasonably required to correct any default, after notice by the Lessee to the Owner properly specifying the Owner's failure to perform any such obligation.

ARTICLE XII ARBITRATION

12.1 Arbitration Process.

12.1.1 Should any grievance or dispute arise between the Owner and Lessee concerning the terms of this Lease, which cannot be resolved by normal interaction, the following arbitration procedure shall be used.

12.1.2 The Owner or the Lessee shall attempt to agree upon a disinterested arbitrator. If the Owner and the Lessee cannot agree upon a disinterested arbitrator, then the parties will each notify the other by written notice of its selection of a disinterested arbitrator. Within fifteen (15) days of the receipt of this written notice, the other party may give written notice to the first party appointing a disinterested arbitrator of its own choice. These two arbitrators shall select a third arbitrator. If the other party fails to name an arbitrator within fifteen (15) days of receiving the notice from the first party, the arbitrator selected by the first party shall be the sole arbitrator.

12.1.3 The arbitrator or arbitrators shall hold a hearing within thirty (30) days of the initial written notification by the initiator of the arbitration process. At the hearing, the Owner and the Lessee shall each have an opportunity to present evidence and question witnesses in the presence of the other. As soon as reasonably possible, and in no event later than fifteen (15) days after the hearing, the arbitrator or arbitration panel shall make a written report to the Owner and the Lessee of its findings and decisions, including a personal statement by each arbitrator of their decision and the reasons for it. The arbitrators shall decide the dispute or claim in accordance with the substantive law of the jurisdiction and what is just and equitable under the circumstances. The decisions and awards of the majority of the arbitration panel shall be binding and final. The prevailing party will have the right to enforce the award rendered by the arbitrator or arbitrators by entering a judgment upon the award in any court having jurisdiction over the matter.

ARTICLE XIII GENERAL PROVISIONS

13.1 Notices. Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to Owner:	Town of Jackson Attn: Town Clerk 150 E Pearl Avenue PO Box 1687 Jackson, Wyoming 83001
If to Lessee:	Jackson/Teton County Housing Authority P.O. Box 714 Jackson, Wyoming 83001
If to Project Owner	Flat Creek Apartments, LLC c/o Blueline Development, Inc 1004 South Ave. West Missoula, Montana 59801
With copies to	RSEP Holding, LLC c/o Red Stone Equity Partners, LLC 1100 Superior Avenue, Suite 1640 Cleveland, OH 44114 Attention: General Counsel
With copies to	Applegate & Thorne Thomsen, P.C. 425 S. Financial Place, Suite 1900 Chicago, IL 60605 Attention: Bennett P. Applegate, Esq.

With copies to: First Republic Bank
111 Pine Street
San Francisco, CA 94111

With copies to: Kutak Rock LLP
777 South Figueroa Street, Suite 4550
Los Angeles, California 90017
Attention: Sam S. Balisy, Esq.

All notices, demands, and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

13.2 Low Income Housing Tax Credit. Notwithstanding anything contained in this Lease to the contrary the use of the Project Real Property and Flat Creek Apartments by the Lessee shall at all times comply with the rules of the *Low-Income Housing Tax Credit Program* administered by the U.S. Department of Treasury. In addition, The Owner and the Lessee are prohibited from engaging in any activity or from using the Flat Creek Apartments or the Project Real Property for any purposes or use that would cause the loss of tax credits issued pursuant to Section 42 of the Internal Revenue Code to the Flat Creek Apartments.

13.3 Severability and Duration of Lease. If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease nor give rise to any cause of action of the Lessee or the Owner against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that their respective options to purchase and all other rights under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and such options and other rights shall be considered to be coupled with an interest.

13.4 Waiver.

13.4.1 The waiver by the Owner at any given time of any term or condition of this Lease, or the failure of the Owner to take action with respect to any breach of any such term or condition, shall not be deemed to be a waiver of such term or condition with regard to any subsequent breach of such term or condition, or of any other term or condition of the Lease. The Owner may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by the Owner before being effective.

13.4.2 The subsequent acceptance of Lease Fee payments by the Owner shall not be deemed to be a waiver of any preceding breach by the Lessee of any term or condition of this Lease, other than the failure of the Lessee to pay the particular lease fee so accepted, regardless of the Owner's knowledge of such preceding breach at the time of acceptance of such lease fee payment.

13.5 Owner's Right to Prosecute or Defend. The Owner shall have the right, but shall be under no obligation, to prosecute or defend, in its own or the Lessee's name, any actions, or proceedings appropriate to the protection of its title to, and the Lessee's interest in the Project Real Property. Whenever requested by the Owner, the Lessee shall give the Owner all reasonable aid in any such action or proceeding.

13.6 Construction. Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

13.7 Captions and Table of Contents. The captions and table of contents appearing in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

13.8 Parties Bound; Amendment. This Lease sets forth the entire agreement between the Owner and the Lessee with respect to the leasing of the Project Real Property; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by the Owner and the Lessee or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

13.9 Computation of Time. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Lease shall fall upon a Saturday, a Sunday, or any legal holiday, whether state or federal, the party having the privilege or duty shall have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.

13.10 Governing Law. This Lease shall be interpreted in accordance with and governed by the laws of the State of Wyoming, Teton County, and the Town of Jackson. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against the Owner or the Lessee.

13.11 Recording. The parties agree, as an alternative to the recordation of this Lease, to execute and record a notice of this Lease in form recordable and complying with applicable law.

13.12 Investor Provisions. Notwithstanding anything in this Lease to the contrary, the following provisions shall prevail for so long as the Investor or its affiliate is a partner in the Lessee.

- (a) The Owner shall not convey, transfer, assign, mortgage, or encumber its interest in the Project Real Property or the improvements, without the prior written consent of leasehold mortgagees and Investor;
- (b) The Owner and the Lessee shall not modify, amend this Lease, without the prior written consent of leasehold mortgagees and Investor;
- (c) The Owner shall serve upon leasehold mortgagees and Investor a copy of each notice of default that it delivers under this Lease; and

- (d) Notwithstanding anything to the contrary contained in this Article 9 or elsewhere in this Lease, the Investor may transfer its interest in the Project Owner without the Consent of the Lessor.

13.13 Environmental Matters. The Lessee does hereby warrant and represent to Owner that:

- (a) Lessee shall not cause or permit any hazardous material to be brought upon, kept, or used on or about the Project Real Property by Lessee, or its agents, employees, contractors, or invitees, except for such hazardous material as is necessary for use in Lessee's business.
- (b) Any hazardous material permitted on the Project Real Property as provided above, and all containers therefore shall be used, kept, stored, and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to that particular hazardous material.
- (c) The Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, groundwater or any other body of water, if that material (as is reasonably determined by the Owner or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (A) the health, welfare, or safety of persons, whether located on the Project Real Property or elsewhere, or (B) the condition, use, or enjoyment of the building or any other real or personal property.
- (d) The Lessee shall remove and properly dispose of all solid waste located on the Project Real Property except to the extent such waste was brought onto or disposed of on the Project Real Property by the Owner, its employees, agents or contractors.
- (e) The Lessee shall deliver to Owner copies of any correspondence with or notices or documents received from the United States Environmental Protection Agency, and/or any state, county, or municipal environmental or health agency, concerning Owner's operation upon the Project Real Property.
- (f) The Lessee shall, at the Lessee's sole expense, comply with all present and hereinafter enacted environmental cleanup responsibility laws affecting the Lessee's operation on the Project Real Property. The Lessee shall, at the Lessee's sole expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority under any state or federal environmental cleanup laws concerning or arising from the Lessee's operation upon the Project Real Property.

- (e) The Parties hereby expressly agree that Lessee's obligations and liabilities hereunder shall continue for the term of this Lease, and shall survive the termination of this Lease until all state and federal governmental agencies have approved the site and have released Owner and Lessee from any further remedial or other cleanup action.
- (f) The Lessee hereby acknowledges that its failure to carry out or abide by the obligations hereunder will result in immediate and irreparable damage to the Owner that cannot be fully and adequately compensated in money damages and that will warrant preliminary and other injunctive relief. Whenever Lessee, or any of its agents, employees, contractors, or invitees, violate or are about to, or threaten to, violate the provision of this paragraph, Owner shall be entitled to a decree against Lessee requiring the specific performance of and/or enjoining the violation of the provisions of this paragraph.

13.14 Governmental Immunity. Owner nor Lessee waive their governmental immunity by entering into this Lease and specifically retain immunity and defenses available to them as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq.*, and all other state law.

13.15 Counterparts; Electronic Signatures. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

Dated [_____] __, 2022 (the "Effective Date")

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Lease or caused this Lease to be duly executed and delivered by their respective authorized representatives as of the Effective Date.

OWNER:

Town of Jackson, Wyoming

By _____
Hailey Morton Levinson, its Mayor

ATTEST:

By: _____
Riley Taylor, Town Clerk

LESSEE:

Jackson/Teton County Housing Authority Board

By _____
Annie Kent Droppert, its Chair

ATTEST:

By _____
Justin Henry, its Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT REAL PROPERTY

EXHIBIT B

LESSEE'S RIGHT OF FIRST REFUSAL

Whenever the Lessee under this Lease shall have a Right of First Refusal as to certain property, the following procedures shall apply. If the Owner of the Project Real Property shall offer it for sale within the term of this Lease and receives a bona fide offer to purchase the property, which the Owner is willing to accept, the Lessee shall have the following rights:

- A. The Owner shall be given written notice of such offer to the Lessee setting forth (i) the name and address of the prospective purchaser thereof, (ii) the purchase price offered, and (iii) all other terms and conditions of the sale. The Lessee shall have a period of ninety (90) days after the receipt of the notice (the "Election Period") containing the offer within which to elect to purchase the property on the same terms and conditions, including the purchase price set forth in the notice. However, such purchase price shall be reduced by the Initial Lease Payment and the total amount of Lease Fees paid by the Lessee at the time the Lessee exercises this Right of First Refusal. Such election shall be made by a written notice given to the Owner with the Election Period.
- B. If the Lessee makes the election to purchase the property, such purchase shall be made within ninety (90) days after such election shall have been made by the Lessee (or if the notice shall specify a later date for closing, such date) by performance of the terms and conditions of the notice, including payment of the purchase provided therein.
- c. Should the Lessee fail to make any election with the Election Period, the Owner shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Owners desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the notice. If the sale is not consummated with such one (1) year period, the Owner's right to sell shall end, and all of the foregoing provisions of this **Exhibit "B"** shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one (1) year period, the purchaser shall purchase subject to a renewed right of first refusal in said property.

RETURN TO:

Blueline Development, Inc.
Attn. Kelly Gill
1004 South Ave. West
Missoula, Montana 59801

**FLAT CREEK APARTMENTS GROUND LEASE ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This Flat Creek Apartments Ground Lease Assignment and Assumption Agreement (the “Assignment”) is made this ____ day of [____], 2022 (the “Effective Date”), among the **Town of Jackson, Wyoming**, (the “Owner”), whose mailing address is P.O. Box 1687, Jackson, Wyoming 83001, the **Jackson/Teton County Housing Authority Board**, whose mailing address is 320 S King St., P.O. Box 714 Jackson, Wyoming 83001 (the “Assignor”), and **Flat Creek Apartments, LLC**, a Wyoming limited liability company, whose address is c/o Blueline Development, Inc., 1004 South Ave. West, Missoula, Montana 59801 (the “Assignee”).

The Parties stipulate and recite that:

A. Owner owns the parcel of land located at [_____] that is legally described in the attached **Exhibit “A”** (the “Project Real Property”).

B. Owner and the Assignor entered into that certain Town of Jackson, Wyoming Flat Creek Apartments Ground Lease Agreement dated [____], 2022 (the “Ground Lease”).

C. Owner and the Assignor entered into that certain Notice of Ground Lease Town of Jackson, Wyoming, Flat Creek Apartments, dated [____], 2022 and recorded [____], 2022, as Document No. [____] in the Clerk and Records Offices for Teton County, Wyoming (the “Notice of Ground Lease” together with the Ground Lease the “Ground Lease Documents”).

D. A goal of the Owner and the Assignor is to stimulate the supply of affordable housing among low-income people in Teton County, Wyoming by providing access to housing for such persons at affordable rents at Flat Creek Apartments.

F. Owner has determined the shortage of affordable housing opportunities is a growing burden of the Town of Jackson and part of its governmental function.

G. Owner has determined that the Property is suited for affordable housing opportunities for the benefit of the community and Assignee desires to lease the Project Real Property for development into affordable rental housing units.

H. In furtherance of the Owners and Assignor's goals of developing affordable rental housing units on the Project Real Property, the Assignor and the Owner have agreed to assign any and all right, title and interest of Assignor in and obligations under the Ground Lease Documents to the Assignee, and the Assignee has to agreed to assume any and all right title and interest of the Assignor in and obligations under the Ground Lease Documents.

I. To effectuate the assignment of the Ground Lease Documents from the Assignor to the Assignee, the Owner, Assignor and Assignee have agreed to enter into this Flat Creek Apartments Ground Lease Assignment and Assumption Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals provided above shall be incorporated into this Assignment as if they were set forth herein.

2. Defined Term. Capitalized terms not defined herein shall have the meanings set forth in the Ground Lease Documents.

3. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns, conveys, transfers, and sets over unto Assignee any and all right, title and interest of Assignor in and obligations under the Ground Lease Document. By its execution of this Assignment, Assignee agrees to assume and perform all obligations of Assignor under the Ground Lease Documents from and after the date of this Assignment.

4. Assignor's Representation and Warranty. Assignor represents and warrants that it: (a) has received no written notice of any uncured default under the Ground Lease Documents; (b) has operated the Project Real Property in accordance with the terms, restrictions and covenants provided for in the Ground Lease Documents; and (c) has no knowledge of the occurrence of any event or circumstance at the Project Real Property, that has not been cured, which with the passage of time could cause an event of default under the Ground Lease.

5. Owner's Consent. Pursuant to Article 10.1 of the Ground Lease, by signing this Assignment, the Owner consents to the assignment and assumption of the Ground Lease Documents as provided in this Assignment.

6. Legal Fees. In the event any legal action is commenced to interpret or to enforce the terms of this Assignment, or to collect damages, or to seek any other remedy as a result of any breach of this Assignment, the substantially prevailing party in such action shall be awarded from the substantially non-prevailing party all reasonable legal fees and costs incurred in such action.

7. Governing Law. This Assignment shall be construed under and forced in accordance with the laws of the State of Wyoming.

8. Further Assurances. Assignor and Assignee each agree to execute and deliver to the other party, upon demand, such further documents, instruments and conveyances, and shall take such further actions, as are necessary or desirable to effectuate this Assignment.

9. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives, and assigns of the parties hereto.

10. Counterparts; Electronic Signatures. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Assignment as well as any facsimile or other reproduction hereof.

11. 13.14 Governmental Immunity. Owner nor Assignor waive their governmental immunity by entering into this Lease and specifically retain immunity and defenses available to them as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq.*, and all other state law.

[SIGNATURES ON FOLLOWING PAGES]

OWNER:

Town of Jackson, Wyoming

By _____
Hailey Morton Levinson,, its Mayor

ATTEST:

By _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Flat Creek Apartments Ground Lease Assignment and Assumption Agreement was acknowledged before me on _____, 2022, by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk of Town of Jackson, Wyoming.

(SEAL)

Notary Public for the State of Wyoming

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

ASSIGNOR:

Teton/Jackson County Housing Authority Board

By _____
_____, its _____

ATTEST:

By _____
_____, its secretary

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Flat Creek Apartments Ground Lease Assignment and Assumption Agreement was acknowledged before me on _____, 2022, by _____, as _____ and _____, as Secretary, of Teton/Jackson County Housing Authority Board.

(SEAL)

Notary Public for the State of Wyoming

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

ASSIGNEE:

Flat Creek Apartments, LLC
a Wyoming limited liability company

By _____
_____, its _____

STATE OF MONTANA)
 : ss.
COUNTY OF MISSOULA)

 This instrument entitled Notice of Ground Lease was acknowledged before me on
_____, 2022, by _____, as _____ of Flat Creek
Apartments, LLC.

(SEAL)

Notary Public for the State of Wyoming

EXHIBIT A
LEGAL DESCRIPTION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Kutak Rock LLP
Attn: Ann J. McGill
1650 Farnam Street
Omaha, NE 68102

GROUND LESSOR ESTOPPEL AND CONSENT

TO: **First Republic Bank**
FROM: **Town of Jackson, Wyoming**
RE: [PROPERTY DESCRIPTION]
DATE: [DATE]

Town of Jackson, Wyoming ("Lessor"), as landlord, **Jackson/Teton County Housing Authority Board** ("Lessee"), as tenant, and **Flat Creek Apartments, LLC**, a Wyoming limited liability company ("Project Owner"), as the improvements owner, are parties to that certain Town of Jackson, Wyoming Flat Creek Apartments Ground Lease Agreement (the "Ground Lease") and the Flat Creek Apartments Ground Lease Assignment and Assumption Agreement both dated as of [____], 2022 (collectively, with all amendments, modifications and supplements described on Exhibit B attached hereto, the "Ground Lease Documents") a Memorandum of which is recorded in the real property records of the Town of Jackson, Teton County, Wyoming, with respect to the real property legally described on the attached Exhibit A (the "Land").

First Republic Bank ("Lender"), intends to make a loan to Project Owner in the aggregate principal amount of \$[____] (the "Loan"), which Loan is or will be secured by Project Owner's leasehold interest in the Land and its fee simple interest in the building, structures, fixtures and improvements located or to be located on the Land (collectively, the "Improvements"; the Land and Improvements are collectively referred to herein as the "Premises"). In connection with the Loan, Lender, Lessee, and the Project Owner have required that Lessor execute and deliver this Lessor Estoppel and Consent for the benefit of Lender (this "Estoppel").

Lessor hereby certifies, acknowledges and agrees as follows as of the date hereof:

Section 1. Ground Lease Documents. An accurate description of the Ground Lease Documents and all the modifications to the Ground Lease Documents, if any, appears on Exhibit B attached to this Estoppel. The Ground Lease Documents are the only lease or agreement between Lessor, Lessee and Project Owner with respect to the Premises. All conditions precedent to the effectiveness of the Ground Lease Documents have been fully satisfied and the Ground Lease Documents are in full force and effect and is valid and enforceable against Lessor in accordance with its terms. The scheduled expiration date of the Ground Lease is [____], 2121.

Section 2. No Ground Lease Documents Default. To the best of Lessor's knowledge, Lessee, and the Project Owner are not in default under the Ground Lease Documents after the giving of any required notice and beyond the expiration of any applicable cure period. Lessor has not received any written notice from any governmental authority that the Premises are in violation of any laws, municipal ordinances, rules or requirements which violation remains unsettled, unresolved or uncured as of the date hereof. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessor's interest in the Premises.

Section 3. Consent. Lessor hereby consents to the Project Owner's execution and recording of that certain Leasehold [Deed of Trust/Mortgage, Security Agreement, Absolute Assignment of Leases and Rents and Fixture Filing] in favor of Lender (the "Mortgage") recorded on or about the date hereof, encumbering Project Owner's leasehold interest in the Premises granted under the Ground Lease; provided however, in no event shall the Mortgage attach to or affect Lessor's fee simple interest in the Premises or Lessor's interest under the Ground Lease Documents. The execution and recordation of the Mortgage will not constitute a breach of or default by Lessee or the Project Owner under the Ground Lease Documents.

Section 4. Notices. Lessor acknowledges that Lender's address for notice and other purposes under the Lease is as follows:

Lender:

[_____]

With copies to:

[_____]

Section 5. Permitted Mortgagee. Lessor acknowledges that Lender is a Permitted Mortgagee under the Ground Lease and is entitled to the benefit of all protections granted to permitted Registered Mortgagee under the Ground Lease, including, without limitation, Section 7.2 of the Ground Lease, without the need for providing any separate notice under the Ground Lease.

Section 6. Subordination. Any lien provided for in the Ground Lease and any statutory or possessory liens, including, without limitation, rights of levy or distraint for rent, Lessor may have or assert under the Ground Lease against any of the personal property, trade fixtures and equipment of the Project Owner (collectively, the "Personal Property Collateral") is hereby subordinated to the lien of the Mortgage (including UCC-1 Financing Statements). During the term of the Ground Lease, Lender may enter the Premises for the purpose of removing the Personal Property Collateral from the Premises, which shall be removed by Lender, if at all, in a good and workmanlike manner. Lender shall promptly

repair any damage resulting from such removal, and Lender agrees to indemnify Lessor for any claims arising from Lender's entry upon the Premises, except to the extent caused by Lessor's gross negligence or willful misconduct. Notwithstanding the foregoing or anything else whatsoever to the contrary, the Personal Property Collateral does not include any Improvements now or hereafter located on the Land or any real property fixtures. Lessor shall have no liability or obligation to Lender with respect to any damage to or any disappearance of the Personal Property Collateral.

Section 7. Casualty and Condemnation Proceeds. Notwithstanding anything to the contrary in the Ground Lease, during the term of the Ground Lease, proceeds under any casualty policy of insurance maintained by the Project Owner and/or condemnation awards allocable to the Borrower's leasehold interest in the Premises and fee ownership of the Improvements shall be paid pursuant to the terms of the loan documents between Lender and the Project Owner related to the Loan, and any remaining portion of the award shall be allocated between Lessor and the Project Owner in accordance with the terms of the Ground Lease.

Section 8. Ground Lease Modification. Lessor will not amend or modify the Ground Lease in any manner without the prior written consent of Lender, which consent will not be unreasonably withheld.

Section 9. Title to Improvements. While the Ground Lease Documents are in effect, Project Owner holds fee title to the Improvements; provided, however, fee title to the Improvements shall vest in Lessor upon the expiration or earlier termination of the Ground Lease.

Section 10. Control. If any of the terms and conditions of the Ground Lease Documents conflicts with the terms and conditions this Estoppel, then, as between Lender and Lessor, this Estoppel shall govern and control.

Section 11. Lender Use. Lender and its successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Lessor and its successors and assigns and inure to the benefit of Lender and its successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Lessor Estoppel and Consent is executed by Lessor as of the date reflected above.

LANDLORD:

Town of Jackson, Wyoming

By _____
Hailey Morton Levinson, its Mayor

ATTEST:

By _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Flat Creek Apartments Ground Lease Assignment and Assumption Agreement was acknowledged before me on _____, 2022, by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk of Town of Jackson, Wyoming.

(SEAL)

Notary Public for the State of Wyoming

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

[To be inserted.]

EXHIBIT B
GROUND LEASE DESCRIPTION

[To be inserted.]

RETURN TO:

Blueline Development, Inc.
Attn. Kelly Gill
1004 South Ave. West
Missoula, Montana 59801

**NOTICE OF GROUND LEASE
Town of Jackson, Wyoming, Flat Creek Apartments**

NOTICE IS HEREBY GIVEN effective this ____ day of [____], 2022, that **Town of Jackson, Wyoming**, whose address is 150 E. Pearl Avenue, P.O. Box 1687, Jackson, Wyoming 83001 (referred to in this Notice as the “Owner”), has entered into a Ground Lease Agreement dated [____], 2022, with **Jackson/Teton County Housing Authority Board**, whose address is 320 S King St., P.O. Box 714, Jackson, Wyoming 83001 (referred to in this Notice as the “Lessee”), with respect to the real property located in Teton County, Wyoming, described as follows (referred to in this Notice as the “Land”):

See attached Legal Description- “Exhibit A”

SPECIFICALLY EXCLUDING ANY AND ALL IMPROVEMENTS

The term of the Ground Lease is ninety-nine (99) years. The Ground Lease includes provisions which: (a) restrict the sale price of the Land, (b) restrict the individuals to whom the Land may be sold and the Ground Lease may be assigned, (c) restrict the purposes for which the Land may be used, (d) grant the Owner a purchase option over the improvements to the Land, and (f) grant the Lessee a right of first refusal with respect to the Land.

This document is an abstract of the Ground Lease. A full and complete copy of the Ground Lease will be provided to any person upon request, by the Owner, at the requesting parties cost.

[SIGNATURES ON FOLLOWING PAGE]

LESSEE:

Jackson/Teton County Housing Authority Board

By _____
_____, its _____

ATTEST:

By _____
_____, Secretary

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Notice of Ground Lease was acknowledged before me on
_____, 2022, by _____, as _____, and
_____, as Secretary, of of Teton/Jackson County Housing Authority Board.

(SEAL)

Notary Public for the State of Wyoming

OWNER:

Town of Jackson, Wyoming

By _____
Hailey Morton Levinson, its Mayor

ATTEST:

By _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Notice of Ground Lease was acknowledged before me on _____, 2022, by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk, of Town of Jackson, Wyoming.

(SEAL)

Notary Public for the State of Wyoming

EXHIBIT A

Legal Description

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
TOWN OF JACKSON, WYOMING AND TETON COUNTY, WYOMING**

This Memorandum of Understanding (“**MOU**”) is made and entered into by and between Town of Jackson, a Wyoming municipal corporation, whose address is 150 East Pearl Avenue P.O. Box 1687, Jackson, WY 83001 (“**Town**”), and Teton County, Wyoming, a duly created Wyoming county, whose address is 200 South Willow Street P.O. Box 1727, Jackson, WY 83001 (“**County**”).

WHEREAS, on March 16, 2016, the parties hereto created the Jackson/Teton County Housing Authority via *Resolution 16-04 Amendment #2 to 1990 Resolution Creating the Teton County Housing Authority*; and

WHEREAS, the Jackson/Teton County Housing Authority holds the current assets of the Housing Authority and makes the decisions about the purchase of, selling of, and/or leasing of assets through direction and authorization provided by both the Teton County Board of County Commissioners and Jackson Town Council; and

WHEREAS, the Town owns the parcel of land located at [_____], that is legally described in the attached Exhibit 1 (“the Project Real Property”); and

WHEREAS, in furtherance of the Town’s goal of developing affordable rental housing units, the Town has leased the Project Real Property to the Jackson/Teton County Housing Authority pursuant to the Flat Creek Apartments Ground Lease Agreement and to take advantage of the federal Low-Income Housing Tax Credit (LIHTC) program.

NOW THEREFORE, in consideration of the foregoing recitals, made a part of this MOU, and mutual promises of the Town and County, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement. That all decisions about the purchase of, selling of, and/or leasing of the Project Real Property leased to the Jackson/Teton County Housing Authority by the Town, shall be through the direction and authorization of the Jackson Town Council only and, upon the expiration, termination, or other demise of the Ground Lease, ownership of Project Real Property shall revert to the Town of Jackson, Wyoming, subject to the terms and conditions of the Ground Lease.
2. Amendment or Modification. No amendment, change, or modification of this MOU shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this MOU.
3. Applicable Law. The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Ninth Judicial District, State of Wyoming or the United States District Court, District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
4. Entirety of 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.

5. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
6. Governmental Immunity. The Town nor County waives their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

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

Teton County, Wyoming

Natalia Macker
Chair, Teton County Board of County Commissioners

Date _____

Attest:

Maureen E. Murphy
County Clerk

Date _____

Town of Jackson, Wyoming

Hailey Morton Levinson
Mayor

Date _____

Attest:

Riley Taylor
Town Clerk

Date _____

EXHIBIT 1

STAFF REPORT



Meeting Date:	July 18, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Paul Anthony
Agenda Item:	SUBJECT: ITEM P22-053: First Reading of Ordinance N	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at First Reading Ordinance N to amend the Town of Jackson Land Development Regulations (LDRs) to amend the Official Zoning Map.

Requested Action.

Request to approve Ordinance N to amend the Official Zoning Map Amendment to rezone the 1.65-acre property addressed as 460 East Broadway Avenue (T-74A), also known as the former Hitching Post Lodge property, from the Neighborhood Medium Density -2 District (NM-2) to the Public / Semi-Public District (P/SP).

Recommendation.

The Community Development Director recommends **approval** of Ordinance N as presented in this staff report.

Background.

This item was approved by the Council on June 20, 2022. At that meeting, the Council also approved the following two conditions of approval with the rezone:

1. The 1.65-acre subject property located at 460 East Broadway shall be subject to the following dimensional standard requirements of the NM-2 District, as modified in this recommendation, and as the NM-2 Zone may be amended from time to time:
 - a. Structure setbacks;
 - b. Building height of up to 39' but with consideration for the dimensional standards of neighboring zones;
 - c. 3 story limit;
 - d. Site development setbacks;
 - e. Parking setbacks;
 - f. LSR of 21% but not 70% in first 1/3 of property;
 - g. Parking; and
 - h. Design review.
2. The future redevelopment of the site shall be subject to a Development Plan process as provided in the LDRs

Factors for Consideration

Below are the factors that the Council considered favorably at its regular meeting on June 20, 2022.

Zoning Text Amendment (P22-053): Pursuant to Section 8.7.3.C the advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. *Is consistent with the purposes and organization of the LDRs;*

Complies. As conditioned, staff finds that the proposed request to be consistent with the purpose and intent of the LDRs, specifically the P/SP zoning district. The purpose of the P/SP zone (*LDR Section 4.2.1*) is “to provide locations for new and existing uses and facilities of a public or semi-public nature.” In addition, it intended to be under the control of “federal, state, or local governments, or other governmental entities such as a school district or hospital district.” As such, the Teton County Hospital District qualifies as a legitimate P/SP landowner and developer.

2. *Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;*

Complies. Per a recent Wyoming Supreme Court case, this finding is not applicable until further notice.

3. *Is necessary to address changing conditions or public necessity;*

Complies. As conditioned, the rezone is intended to facilitate the redevelopment of the Hitching Post property to address the growing need for workforce housing that many large employers, such as the hospital, are trying to address.

4. *Is consistent with other adopted Town Ordinances.*

Complies. As conditioned, Staff finds that the proposed request is consistent with all other Town Ordinances.

ATTACHMENTS OR LINKS

Ordinance N

SUGGESTED MOTION

I move to approve Ordinance N on first reading.

ORDINANCE N

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1077, 1078, 1082, 1088, 1099, 1117, 1120, 1131, 1133, 1135, 1156, 1168, 1178, 1184, 1197, 1207, 1239, 1240, 1241, 1244, AND 1251; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 1.67 ACRES OF LAND ADDRESSED AS 460 EAST BROADWAY AVENUE AND CURRENTLY ZONED NEIGHBORHOOD MEDIUM DENSITY-2 TO PUBLIC/SEMI-PUBLIC (P22-053); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1074 (part), 1074 (PART), 1077, 1078, 1082, 1088, 1099, 1117, 1120, 1131, 1133, 1135, 1156, 1168, 1178, 1184, 1197, 1207, 1239, 1240, 1241, 1244, and 1251; Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change the zoning classification of the following described parcel from Neighborhood Medium Density-2 To Public/Semi-Public (P22-053), to wit:

PT NE1/4NW1/4, Section 34, Township 41, Range 116.
PIDN: 22-41-16-34-2-00-001

(Ord. ____ § 1, 2022; Ord. 1074 § 1, 2014; Ord. 1077 § 1, 2014; Ord. 1078 § 1, 2014; Ord. 1082 § 1, 2015; Ord. 1088 § 1, 2015; Ord. 1099 § 1, 2015; Ord. 1117 § 1, 2016; Ord. 1120 § 1, 2016; Ord. 1131 § 1, 2016; Ord. 1133 § 1, 2016; Ord. 1135 § 1, 2016; Ord. 1156 § 1, 2016; Ord. 1168 § 1, 2017; Ord. 1178 § 1, 2017; Ord. 1184 § 1, 2017; Ord. 1197 § 1, 2018; Ord. 1207 § 1, 2019; Ord. 1239 § 1, 2019; Ord. 1240 § 1, 2019; Ord. 1241 § 1, 2019; Ord. 1244 § 1, 2020; Ord. 1251 § 1, 2020; Ord. 1074, § 2, 2014.)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2022.

PASSED 2ND READING THE _____ DAY OF _____, 2022.

PASSED AND APPROVED THE _____ DAY OF _____, 2022.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2022.

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

Riley Taylor, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: July 18, 2022

RE: Town Manager's Report

Law Enforcement EBike Response

The Jackson Police Department is moving forward with a unique approach to respond to calls for service based on the increasing challenges of maneuvering through traffic in Jackson. The Police Department has ordered two E-bikes that are equipped with the required law enforcement bank of lights to identify the riders as law enforcement when they are responding to calls for service. The bikes will allow members of the Jackson Police Department to more quickly reach areas across Town riding these bikes rather than trying to get through the numerous vehicles on the street. The officers will be able to respond to requests and be quicker on scene, allowing for a timelier response to health, safety and welfare issues while the Police vehicle is working its way through traffic. With the ever-increasing congestion in Jackson and the continual increase in visitation, use of these E-bikes will assist the Department in meeting the service demands and supports the Town's energy sustainability efforts. These E-bikes will also be utilized to respond to calls for service on the pathways should the need arise. These E-bikes are expected to arrive by August 1st and will be put into use immediately. Funding for the E-bikes came from the FY22 Police Capital Budget.

WYDOT will host public meeting, meet with Teton County on current and future projects.

The Wyoming Department of Transportation (WYDOT) will be meeting with the Teton County Commission on July 25, 2022 from 1:30 p.m. to 2:30 p.m. to present their annual State Transportation Improvement Plan in a special workshop. The presentation will include information on local projects and discuss future projects and funding. The public is invited to attend a public meeting on the annual State Transportation Improvement Plan on Aug. 10, 2022 at the Teton County Library from 4:30 p.m. to 6:30 p.m. More information about the Commission meeting will be available at the Teton County Commission web site at <http://www.tetonwyo.org/246/Board-of-County-Commissioners>.

Topics will include:

- Program overview
- Information on funding
- Timeline of the process
- Details on statewide transportation improvements

Those who wish to learn more and provide feedback on WYDOT projects, but cannot make the meeting, can provide feedback on our online web site at <https://www.dot.state.wy.us/STIP>.

More about the Program

The STIP is a six-year program approved by the transportation commission. It provides a snapshot of existing and expected projects and their schedules and is continually updated. The current STIP is for the years 2022-2027 and represents the planned construction, preliminary engineering, and right of way costs of each project. The program also indicates the share of federal funding, state funding and other funding sources for each project. WYDOT pledges to do its best to adhere to this program and to serve the public interest through these projects.