

Jackson Town Council Regular Meeting

October 3, 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/82513704499?pwd=T3U1czRZeElwVnVWczlzVUIMWdNUdz09>

If the link does not work, join at zoom.com with Webinar ID **825 1370 4499** Password: **83001**

or join by phone **+1 346 248 7799** with Webinar ID **825 1370 4499** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Introduce Brian Wilson, Facilities Assistant

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. September 19, 2022 Town Council Workshop
 - 2. September 19, 2022 Town Council Meeting
- B. Disbursements
- C. P22-205 Horse Warriors Art Auction Temp Sign (Paul Anthony)
- D. P22-216 Laff Staff Season Schedule Temp Sign (Paul Anthony)
- E. Special Event: Rally for Reproductive Rights (Carl Pelletier)
- F. MOU Amendment with JH Historical Society and Museum (Johnny Ziem)
- G. Ground Lease Notice for 400 W. Snow King - Flat Creek Apartment Project (Tyler Sinclair)

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

- A. Planning
 - 1. P22-115: Request to Vacate Alley - 300 Block of N. Cache Street (Paul Anthony) - *This item will be continued to the November 7, 2022 regular meeting.*

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.

2. P22-066: Request for Subdivision Plat - 445 E. Kelly and Parcel to North (Tyler Valentine)

B. Public Works

1. Private Development Construction Management Plans Scoping Report (Floren Poliseo)

VI. ORDINANCES

A. Ordinance O: Yellow Iron Franchise (third reading, to be designated 1321)

B. Ordinance P: Attracting Wildlife and Feeding (third reading, to be designated 1322)

C. Ordinance Q: Bear Resistant Containers (second reading)

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.

Orientation for Brian Wilson

October 3, 2022

Brian Wilson

Brian is the Facilities Assistant, working under the direction and supervision of Facilities Manager, Win Furber. He's performed building maintenance for the National Park Service and has last worked for Grand Teton National Park, doing historic preservation carpentry and millwork. Brian grew up in the South Bay of Los Angeles and served in the Army. He enjoys woodworking, fitness, playing guitar, and getting outdoors.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 19, 2022

JACKSON, WYOMING

The Jackson Town Council met in regular workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:30 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: Vice Mayor Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers. Mayor Morton Levinson joined at 1:41 p.m.

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

Director Updates. Roxanne Robinson and Zolo gave updates on behalf of the Personnel and IT Departments, respectively.

A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to present the items in the following order: Short Term Rentals, Pathway Safety and E-Bike Usage, Wastewater Treatment Plant Technical Review Update, and Council's Work Plan Review. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Short Term Rentals. Tyler Sinclair, Paul Anthony, Lea Colasuonno, Kelly Sluder, and April Norton made staff comment. Council held discussion with staff. Morgan Bruemmer and Jud Grossman made public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to continue the item to the next available workshop. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Jessica Sell Chambers left the meeting at 3:55 p.m.

Pathway Safety and E-Bike Usage. Brian Schilling and Michelle Weber made staff comment. Council held discussion with staff. Katherine Dawson and Dee Buckstaff made public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the following Measures and direct staff to implement them for spring 2023:

- 1) Item 1(b) – Bike safety education at JHMS – Contracted
- 2) Item 2(b) – Bike shop outreach – Contracted
- 3) Item 3 – 15mph Speed Limit
- 4) Item 6 – Chicane Gates
- 5) Item 8 – Guidelines and Etiquette Signage

And approve the following contingent upon funding:

- 6) Item 7 – Pavement surfacing and color

Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent and the motion carried.

Wastewater Treatment Plant Technical Review Update. This item was continued to the Regular Town Council Meeting in the evening.

Council's Work Plan Review. This item was continued to the next available workshop.

Adjourn. A motion was made by Schechter and seconded by Rooks to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried unanimously. The meeting adjourned at 5:05 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

SEPTEMBER 19, 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: Mayor Morton Levinson, Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers.

STAFF: Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Tyler Valentine, Katelyn Page, Floren Poliseo, Carl Pelletier, Johnny Ziem, Kelly Thompson, Lynsey Lenamond, and Riley Taylor.

Public Comment. Julian Haas 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-J as presented with the following motions.

A. **Meeting Minutes.** To approve the meeting minutes as presented for the September 6, 2022 Regular Town Council Meeting.

B. **Disbursements.** To approve disbursements as presented. 360 INVESTMENTS, LLC \$6,750.00; ACE EQUIPMENT & SUPPLY \$884.23; ACE HARDWARE \$844.16; ADVANCED PUMP & EQUIPMENT, INC \$234.89; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$78,746.82; ALPHAGRAPHS \$712.54; ARISTORENAS, MARIA \$450.00; BADILLO, MARCELA \$450.00; BAKER, DAVID \$41.40; BERGMAN, PIERRE \$450.00; BESTDRIVE IDAHO FALLS \$607.26; BLUE SPRUCE CLEANERS, INC \$288.03; BRISTOL, JAMES \$860.00; BURKHOLDER, SHAWN \$1,850.00; CARQUEST AUTO PARTS INC. \$708.01; CASELLE INC. \$1,867.00; CENTURYLINK \$438.05; CMI - TECO \$1,156.23; CONRAD & BISCHOFF INC. \$39,014.50; CONTROL SYSTEM TECHNOLOGY, INC. \$1,417.50; CONVERGEONE, INC \$1,360.00; COPYWORKS, LLC \$225.00; CORE & MAIN LP \$3,067.09; DAY, JEAN \$450.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$350.00; E.R. OFFICE EXPRESS \$93.34; ENDEAVOR BUSINESS MEDIA, LLC \$150.00; ENERGY LABORATORIES INC. \$1,008.00; ESRI, INC \$5,350.00; ETNA TRADE PARK LLC \$3,230.00; EVIDENT \$1,136.10; FIRE SERVICES OF IDAHO \$125.00; FIRST REPUBLIC BANK \$10,000.00; FLEETPRIDE \$717.34; FLOYD'S TRUCK CENTER \$601.11; FREEDOM MAILING SERVICE INC. \$1,823.90; FRITTS, JASON \$450.00; GE SOFTWARE \$370.00; GEDDES, GLENN \$30.00; GERTA LLC \$2,400.00; GILLIG LLC \$669.48; GRAYSHIFT LLC \$9,995.00; H & R ENTERPRISES, LLC \$1,088.59; HACH CHEMICAL CO. \$57.10; HALLING, GARY \$3,000.00; HARRISON HOSPITALITY \$2,000.00; HD FOWLER COMPANY \$2,307.14; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$1,643.98; HR 28 LLC \$2,950.00; HUNT CONSTRUCTION INC \$2,232.00; IDAHO FALLS PETERBILT \$2,680.34; IMMIGRANT HOPE \$1,406.25; INTERNATIONAL CODE COUNCIL \$1,117.20; INTERSTATE BATTERY \$115.95; JACKSON CURBSIDE INC. \$2,230.00; JACKSON HOLE COMMUNITY COUNSEL \$43,102.50; JACKSON HOLE HISTORICAL SOCIETY \$38,386.50; JACKSON HOLE NEWS & GUIDE \$2,258.07; JACKSON LUMBER INC \$86.84; JACKSON PAINT AND GLASS, INC. \$2,750.00; JP CONCRETE FINISHING, LLC \$16,751.22; KL2 CONNECTS, LLC \$9,688.00; KOIS BROTHERS EQUIPMENT COMPANY \$230.20; KRUEGER, ERICA JADE \$450.00; LANGUAGE TESTING INTERNATIONAL, INC \$149.00; LONG BUILDING TECHNOLOGIES INC. \$325.00; LOWER VALLEY ENERGY INC \$42,958.57; MACY'S SERVICES \$1,083.75; MASON, TOM \$5.44; METROQUIP INC \$1,180.15; MEXIA, DOMINGO \$400.00; MOBILITY FOREFRONT LLC \$35,000.00; MOTOROLA SOLUTIONS, INC \$307,121.18; NAPA AUTO PARTS INC. \$1,456.17; NELSON ENGINEERING \$5,496.56; NOLAD, STACY \$450.00; PEAK WATER SERVICES, LLC \$9,000.00; POULET, CLAUDE \$70.00; PREMIER TRUCK- SALT LAKE CITY \$3,266.93; QUADIENT FINANCE USA, INV \$1,000.00; RAE, JOSHUA \$15,000.00; RD RENTALS LLC \$1,201,663.28; RINGHOLZ STUDIO \$40.00; ROCKY MOUNTAIN FENCE \$2,510.00; RODAC, LLC \$23,086.70; RODRIGUEZ, ENDY \$917.20; RT1 INC \$75.09; SAFARILAND, LLC \$639.56; SAFELITE FULFILLMENT INC \$525.24; SANCHEZ-MACHUCA, ROSA \$450.00; SHELL EQUIPMENT COMPANY LLC \$112.21; SIGN IT NOW INC \$156.72; SILVER CREEK SUPPLY \$114.15; SILVERSTAR \$2,696.18; SINCLAIR, TYLER \$92.57; SMITH POWER PRODUCTS, INC. \$1,226.79; SMITH PSYCHOLOGICAL SERVICES \$800.00; SNAKE RIVER MEP COMPLETE, INC \$1,575.00; SNOW KING HOTEL \$3,400.00; SPSC POA - SOUTH PARK SERVICES CTR POA \$301.38; ST JOHN'S HOSPITAL \$130.00; STINKY PRINTS, INC \$112.54; STONE, KIRK \$2,800.00; SWAGIT PRODUCTIONS, LLC \$1,775.00; SYMBOLARTS, LLC \$135.00; TETON COUNTY CLERK \$264,782.33; TETON COUNTY FAIR \$60,000.00; TETON COUNTY SHERIFF'S-JAIL \$720.00; TETON COUNTY SPECIAL FIRE FUND \$29,147.16; TETON COUNTY-FUND 10 \$65,315.49; TETON COUNTY-FUND 13 \$19,321.09; TETON COUNTY-FUND 19 \$287.62; TETON LITERACY CENTER \$6,700.00; TETON TRASH REMOVAL, INC. \$49.00; THE CONNOR E FIELD TRUST \$2,575.00; THOMSON WEST \$911.82; TIMBERLINE CONCRETE \$973.50; TRANSIT TALENT LLC \$135.00; TREFONAS LAW, P.C. \$151.34; TRIHYDRO CORPORATION

\$19,044.46; UPPER CASE PRINTING INK \$225.07; VALLEY OFFICE SYSTEMS \$629.66; VERIZON WIRELESS \$7,003.24; WEST COAST CODE CONSULTANTS \$255.00; WEST FORK CONSTRUCTION \$101,895.00; WESTBANK SANITATION \$112.84; WHITE GLOVE CLEANING, INC. \$4,538.22; WILMA D SORSBY TRUST \$3,000.00; WILSON, JOHN \$2,200.00; WOOD ENVIRONMENT & INFRASTRUCTURE \$3,577.00; WY CHILD SUPPORT ENFORCEMENT \$146.76; WYOMING GARAGE DOOR, LLC \$5,193.00; WYOMING LAW ENFORCEMENT ACADEMY \$220.00; WYOMING TITLE & ESCROW \$400.00; WYOMING.COM INC \$5.00; XEROX CORPORATION \$48.45; YELLOW IRON EXCAVATION, LLC \$4,860.00

- C. **P22-201 Teton County Search and Rescue Snow and Avalanche Workshop Temporary Sign.** To approve temporary banner application (P22-201) for Teton Co. Search and Rescue Foundation, including the three conditions of approval recommended by the Planning Director in the staff report dated September 19, 2022.
- D. **P22-225 Jackson Elementary Pumpkin Sale Temporary Sign.** To approve temporary banner application (P22-225) for Jackson Elementary School (PTO), including the three conditions of approval recommended by the Planning Director in the staff report dated September 19, 2022.
- E. **Special Event: Aspire 5k Fun Run.** To approve the special event application made by Aspire, Inc. to host the Aspire 5K Fun Run on the morning of Tuesday, October 18, 2022, subject to the conditions and restrictions listed in the staff report.
- F. **Special Event: Farm to Fork Festival.** To approve the special event application made by Slow Foods in the Tetons for the annual Farm to Fork Festival from Friday, September 30, through Sunday, October 2, 2022 subject to the conditions and restrictions listed in the staff report.
- G. **Core Services Vehicle Maintenance Facility Contract Approval.** To approve the Owner's Representative Professional Services Agreement with Jorgensen Associates, Inc., in the amount of \$1,694,630 and authorize the Mayor to execute all necessary contract documents.
- H. **Stormwater Grant Agreements.** To approve the Cooperative Agreement Between Wyoming Department of Environmental Quality and Town of Jackson for the Stormwater Management Program development, and the Cooperative Agreement Between Wyoming Department of Environmental Quality and Town of Jackson for the Recreation Center Stormwater Treatment Unit, and, upon legal review and subject to minor changes by the Town Attorney, authorize the Mayor to execute all necessary contract documents.
- I. **Kampai Holdings LLC Request for Deck Service.** To approve Kampai LLC's request for alcohol service on an outdoor deck, and an additional dispensing area, as presented in the design layouts, with the following condition: 1. All required Town licenses and permits have been obtained.
- J. **1540 Martin Lane Thaw Well and Irrevocable License Agreement.** To approve the Thaw Well Infrastructure Agreement and the Irrevocable License Agreement, both located at 1540 Martin Lane, and authorize the Mayor to sign all necessary contract documents.

There was no public comment. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried.

August Municipal Court Report. A motion was made by Jim Rooks and seconded by Arne Jorgensen to accept the August Municipal Court Report into record. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried.

Wastewater Treatment Plant Technical Review Update. Floren Poliseo made staff comment. Reed Meriwether made comment on behalf of the consultant. A motion was made by Jim Rooks and seconded by Arne Jorgensen to continue the item to the next available meeting. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried.

P21-149 Subdivision Plat for Upper Four Westview Townhome Units. A motion was made by Jonathan Schechter and seconded by Jim Rooks to continue item P21-149 to the regularly scheduled Town Council meeting on October 17, 2022. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried.

Special Event/Traffic Control Device Rentals. Floren Poliseo made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the proposed policy changes related to traffic control device rentals for special events, as presented in the staff report. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Jim Rooks to read the ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried.

Ordinance M: An Ordinance Regarding Exterior Lighting in the Town of Jackson

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1097, 1124, 1128, 1136, 1155, 1197, AND 1278; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTIONS 1.9.6, 5.3.1, 5.6.1, AND 9.5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING EXTERIOR LIGHTING IN THE TOWN OF JACKSON.

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

Jim Rooks recused himself from the discussion and vote. Tyler Valentine made staff comment. There was no public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance M on first reading on the condition that the following language is added to LDR Section 5.3.1.B.8: Implementation. Publicly owned lighting should be implemented in a conservative manner, typically when necessary for appropriate visibility, safety, and outdoor enjoyment. Conformity with the best available technology for lighting usage should be prioritized. Excessive lighting should be avoided to the greatest extent possible. Mayor Morton Levinson called for the vote. The vote showed 3-0 in favor with Sell Chambers absent. The motion carried.

Ordinance O: An Ordinance Granting Yellow Iron Excavation, LLC a Franchise

AN ORDINANCE GRANTING YELLOW IRON EXCAVATING, LLC DBA YELLOW IRON WASTE REMOVAL, A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

There was no public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Ordinance O on second reading. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried.

Ordinance P: An Ordinance Regarding Feeding and Attracting Wildlife

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 146, 727 AND 802; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 920, 789 AND 293; SECTIONS 3-6 OF TOWN OF JACKSON ORDINANCE NO. 789, AND SECTIONS 7.02.010 AND 7.08.070 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, AND ADDING 7.08.080 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON, REGARDING FEEDING AND ATTRACTING WILDLIFE; AND ESTABLISHING AN EFFECTIVE DATE.

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

There was no public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance P on second reading. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried.

Ordinance Q: An Ordinance Relating to Bear Resistant Containers

AN ORDINANCE ADDING SECTIONS 8.12.105 AND 8.12.108 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON RELATING TO BEAR RESISTANT CONTAINERS AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was no public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to continue Ordinance Q on second reading. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried.

Matters from Mayor and Council. A motion was made by Arne Jorgensen and seconded by Jim Rooks to authorize travel expenses for the Corporations Committee Meeting. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried. Mayor Morton Levinson provided an update from the National League of Cities: Future of Work conference. Jonathan Schechter provided an update on the Airport Board's upcoming meeting.

Town Manager's Report. Council held discussion with staff. The report contained an update on Rancher Street Construction Agreement and Budget Amendment. Brian Lenz made staff comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to approve a \$90,000 cost increase for the Agreement Between Owner and Contractor for Construction for the Rancher Complete Street Project and amend the FY2023 Capital Projects Fund budget in the amount of \$90,000 to cover such cost increase. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor with Sell Chambers absent. The motion carried.

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 4-0 in favor with Sell Chambers absent. 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 4-0 in favor with Sell Chambers absent. The motion carried. The meeting adjourned at 7:38 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: September 28, 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
51	ACE HARDWARE	793402	KEYS	08/08/2022	11.96	.00	
51	ACE HARDWARE	794885	PAINTING SUPPLIES	08/19/2022	51.92	.00	
51	ACE HARDWARE	795159	TAPE	08/22/2022	14.98	.00	
51	ACE HARDWARE	795241	KEYS	08/22/2022	41.80	.00	
51	ACE HARDWARE	795255	CREDIT	08/22/2022	7.92-	.00	
51	ACE HARDWARE	795271	KEYS	08/22/2022	6.48	.00	
51	ACE HARDWARE	795471	BATTERIES	08/24/2022	10.97	.00	
51	ACE HARDWARE	795780	WATER SEAL	08/26/2022	14.99	.00	
51	ACE HARDWARE	795824	BOLTS AND WASHERS	08/26/2022	18.00	.00	
51	ACE HARDWARE	796139	wire	08/29/2022	16.99	.00	
51	ACE HARDWARE	796155	CREDIT	08/29/2022	16.99-	.00	
51	ACE HARDWARE	796204	SUPPLIES	08/30/2022	11.98	.00	
51	ACE HARDWARE	796246	MIRROR AND WEDGE	08/30/2022	10.00	.00	
51	ACE HARDWARE	796263	KELLY	08/30/2022	119.99	.00	
51	ACE HARDWARE	796263	PAINT SUPPLIES	08/30/2022	12.48	.00	
51	ACE HARDWARE	796450	KEYS AND WALLPLATE	08/31/2022	23.73	.00	
51	ACE HARDWARE	796454	KEY TAGS	08/31/2022	5.16	.00	
51	ACE HARDWARE	796499	PAINTING SUPPLIES	09/01/2022	119.33	.00	
51	ACE HARDWARE	796575	PUTTY KNIVES AND SPACKLE	09/01/2022	67.95	.00	
51	ACE HARDWARE	796590	BLADE AND BRUSH	09/01/2022	44.56	.00	
51	ACE HARDWARE	796706	BATTERIES	09/02/2022	21.99	.00	
51	ACE HARDWARE	796921	CEMENT AND SCREWS	09/05/2022	33.98	.00	
51	ACE HARDWARE	796924	TAPE AND SAND SPONGE	09/05/2022	48.98	.00	
51	ACE HARDWARE	796943	TUBING AND FOAM	09/05/2022	27.36	.00	
51	ACE HARDWARE	796995	RIVETS	09/06/2022	9.99	.00	
51	ACE HARDWARE	797081	SUPPLIES	09/06/2022	13.98	.00	
51	ACE HARDWARE	797097	TRASH BAGS	09/06/2022	1,079.20	.00	
51	ACE HARDWARE	797099	tie DOWN AND MULTI TOOL	09/06/2022	104.97	.00	
51	ACE HARDWARE	797377	TAPE	09/08/2022	56.97	.00	
51	ACE HARDWARE	797698	NUTS AND BOLTS	09/12/2022	8.32	.00	
51	ACE HARDWARE	797736	TORX BIT	09/12/2022	26.97	.00	
51	ACE HARDWARE	797889	KEYS	09/13/2022	7.48	.00	
51	ACE HARDWARE	798092	TAPE MEASURE	09/14/2022	9.99	.00	
51	ACE HARDWARE	798168	WIRE ROPE	09/15/2022	14.95	.00	
51	ACE HARDWARE	798239	WALLPLATE AND TOGGLE SWI	09/15/2022	25.49	.00	
51	ACE HARDWARE	798257	SUPPLIES	09/16/2022	30.21	.00	
51	ACE HARDWARE	798377	TOILET PARTS	09/17/2022	16.99	.00	
51	ACE HARDWARE	798471	CEILING LIGHTS	09/19/2022	56.98	.00	
51	ACE HARDWARE	798538	CREDIT	09/19/2022	56.98-	.00	
51	ACE HARDWARE	798617	WALLPLATE	09/20/2022	8.18	.00	
51	ACE HARDWARE	798781	SUPPLIES	09/21/2022	70.96	.00	
51	ACE HARDWARE	798811	GRINDER	09/21/2022	129.99	.00	
51	ACE HARDWARE	798857	CONNECTORS AND HEAT TUBE	09/21/2022	62.95	.00	
51	ACE HARDWARE	798913	SCREWS	09/22/2022	3.78	.00	
51	ACE HARDWARE	799124	ROPE AND TARO	09/23/2022	47.98	.00	
Total 51:					2,440.02	.00	
4730	ADVANCED PUMP & EQUIPMEN	INVAE12646	LEVELRAY	09/12/2022	2,448.45	.00	
Total 4730:					2,448.45	.00	
1178	ALAN'S WELDING INC.	52710	40 PIPE	07/27/2022	79.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1178:					79.25	.00	
6686	Allegiance Benefit Plan Manage, I	09.12.22	CLAIMS 09.12.22	09/12/2022	57,192.88	57,192.88	09/16/2022
6686	Allegiance Benefit Plan Manage, I	090522	CLAIMS 09.06.22	09/05/2022	12,828.15	12,828.15	09/16/2022
6686	Allegiance Benefit Plan Manage, I	092222	claims 09.19.22	09/22/2022	136,375.13	136,375.13	09/27/2022
Total 6686:					206,396.16	206,396.16	
5726	AMAZON	1KL1-RYD4-GL	VEHICLE INSPECTION REPORT	09/16/2022	397.00	.00	
5726	AMAZON	1R6X-JP77-7J	LIGHT BULBS	09/19/2022	37.30	.00	
5726	AMAZON	1T1F-QD4F-16	MONITOR	10/28/2021	3,107.96	.00	
5726	AMAZON	1V49-7R3K-VK	WEEKLY PLANNER	09/05/2022	14.95	.00	
5726	AMAZON	1XXM-7TDG-6	KEYFOB	09/19/2022	27.99	.00	
Total 5726:					3,585.20	.00	
6575	APEX SAGE INC	090622	WWTP	09/06/2022	3,840.70	.00	
Total 6575:					3,840.70	.00	
5226	ARMSCOR CARTRIDGE INCOR	15718	AMMO	09/13/2022	10,383.00	.00	
Total 5226:					10,383.00	.00	
1783	AT&T	287259163099	charges for account 28725916309	09/08/2022	1,605.40	.00	
1783	AT&T	287279795460	MONTHLY ACCOUNT 287279795	09/11/2022	503.76	.00	
Total 1783:					2,109.16	.00	
6757	AXON ENTERPRISES, INC	INUS100085	BASIC LICENSE	09/14/2022	2,265.07	.00	
Total 6757:					2,265.07	.00	
2696	BISCO	1712015	SP TAPER REAMER	09/08/2022	105.60	.00	
Total 2696:					105.60	.00	
3500	BISON LUMBER	2208-790344	AC SANDED	08/31/2022	89.98	.00	
Total 3500:					89.98	.00	
1560	BLUE SPRUCE CLEANERS,INC	083022	DRY CLEANING SAM JEWISON	08/30/2022	18.50	.00	
Total 1560:					18.50	.00	
6727	BRIGGS, ERIC L	17303	TOOLS	09/15/2022	89.95	.00	
6727	BRIGGS, ERIC L	17304	TOOLS	09/15/2022	27.99	.00	
6727	BRIGGS, ERIC L	17307	TOOLS	09/15/2022	49.10	.00	
6727	BRIGGS, ERIC L	17477	TOOLS	09/22/2022	328.53	.00	
6727	BRIGGS, ERIC L	17479	TOOLS	09/22/2022	480.95	.00	
Total 6727:					976.52	.00	
6769	CENTRALSQUARE	363375	FIELD OPS SUBSCRIPTIONS	09/13/2022	5,105.85	.00	
Total 6769:					5,105.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
544	CENTURYLINK	P307-111-5050	307-111-5050 246m	09/07/2022	2,204.15	.00	
Total 544:					2,204.15	.00	
7089	CHARLIE'S PLUMBING OF JH	8453-1	HOME RANCH	09/20/2022	385.00	.00	
Total 7089:					385.00	.00	
2949	CHLORINATORS INCORPORAT	143601	VACUUM REGULATOR	09/19/2022	7,588.88	.00	
Total 2949:					7,588.88	.00	
6001	CIVICPLUS	239020	ANNUAL FEE	09/11/2022	4,345.00	.00	
6001	CIVICPLUS	239021	ANNUAL SERVICE	09/11/2022	9,145.00	.00	
Total 6001:					13,490.00	.00	
605	CNA SURETY	58177209 0722	SURETY BOND	07/03/2022	609.50	.00	
Total 605:					609.50	.00	
514	CONRAD & BISCHOFF INC.	IN-066190-22	FUEL	09/22/2022	37,884.64	.00	
Total 514:					37,884.64	.00	
6475	CONVERGEONE, INC	3429492	MANAGED SERVICES	08/02/2022	6,300.00	.00	
Total 6475:					6,300.00	.00	
7109	CORBETT, KRISTEN A.	092822	RETURN BOND B22-0552 610 E	09/28/2022	3,000.00	.00	
Total 7109:					3,000.00	.00	
7111	DAWSON INFRASTRUCTURE S	211788	GS SKATE	08/31/2022	2,315.42	.00	
7111	DAWSON INFRASTRUCTURE S	INV211604	SCROLL LINER	07/18/2022	814.08	.00	
Total 7111:					3,129.50	.00	
4918	DEAN'S PEST CONTROL LLC	2931C	PEST CONTROL	08/31/2022	50.00	.00	
4918	DEAN'S PEST CONTROL LLC	2931C	PEST CONTROL	08/31/2022	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	2931C	PEST CONTROL	08/31/2022	100.00	.00	
Total 4918:					250.00	.00	
708	DELTA DENTAL PLAN OF WYOM	090122	SEPTEMBER PREMIUM	09/01/2022	618.80	618.80	09/21/2022
708	DELTA DENTAL PLAN OF WYOM	090122	AUGUST CLAIMS	09/01/2022	8,940.80	8,940.80	09/21/2022
Total 708:					9,559.60	9,559.60	
6883	DIVISION OF CHILD SUPPORT	092222	DCSE CASE #0005405448	09/22/2022	509.23	509.23	09/22/2022
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	20078	FOLDERS	09/13/2022	51.53	.00	
3408	E.R. OFFICE EXPRESS	20129	PAPER	09/20/2022	140.42	.00	
Total 3408:					191.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5119	EIDEN CONSTRUCTION, LLC	922-012	GABLES HOTEL	09/06/2022	1,750.00	.00	
Total 5119:					1,750.00	.00	
5223	ENERGY CONSERVATION WOR	TOJ2022-23 1	1ST QUARTER PAYMENT	09/13/2022	8,750.00	.00	
Total 5223:					8,750.00	.00	
1134	ENERGY LABORATORIES INC.	500132	INFLUENT EFFLUENT	09/08/2022	205.00	.00	
1134	ENERGY LABORATORIES INC.	504405	WATER TESTING	09/23/2022	206.00	.00	
Total 1134:					411.00	.00	
81	EVANS CONSTRUCTION INC	083022	PAY APP #2 EAST PEARL SIDE	08/30/2022	337,227.40	.00	
81	EVANS CONSTRUCTION INC	224758	WASHED ROCK	07/08/2022	348.80	.00	
81	EVANS CONSTRUCTION INC	227739	ASPEN ST WATER LEAK	09/22/2022	300.00	.00	
Total 81:					337,876.20	.00	
4294	FIRE SERVICES OF IDAHO	12477966	REPAIR FIRE ALARM SYSTEM	09/01/2022	125.00	.00	
4294	FIRE SERVICES OF IDAHO	12478239	ANNUAL FIRE CHECK	08/31/2022	795.00	.00	
4294	FIRE SERVICES OF IDAHO	12478240	ANNUAL FIRE	08/31/2022	245.00	.00	
4294	FIRE SERVICES OF IDAHO	12478241	ANNUAL FIRE	08/31/2022	295.00	.00	
4294	FIRE SERVICES OF IDAHO	12478242	ANNUAL FIRE TEST	08/31/2022	395.00	.00	
4294	FIRE SERVICES OF IDAHO	12478243	ANNUAL TESTING	08/31/2022	470.00	.00	
4294	FIRE SERVICES OF IDAHO	12478245	ANNUAL TEST	08/31/2022	570.00	.00	
4294	FIRE SERVICES OF IDAHO	12478247	ANNUAL TESTING	08/31/2022	430.00	.00	
Total 4294:					3,325.00	.00	
2549	FIRST TRANSIT	11816727	CONTRACT SERVICES	07/13/2022	7,718.81	.00	
2549	FIRST TRANSIT	11819267	CONTRACT SERVICES	07/27/2022	15,104.13	.00	
Total 2549:					22,822.94	.00	
4709	FLEETPRIDE	IDF015687	ALIGNMENT AND CAB SHOCKS	09/22/2022	744.80	.00	
Total 4709:					744.80	.00	
6126	GARMIN USA	DL24563593	MONTHLY CHARGES	08/27/2022	1.00-	.00	
Total 6126:					1.00-	.00	
7117	GELCO SUPPLY INC.	70222	ROOTX CASE	09/06/2022	1,094.86	.00	
Total 7117:					1,094.86	.00	
7114	GERSACK, MARIAH	092022	bail refund case #22-03-0468	09/20/2022	2,000.00	.00	
Total 7114:					2,000.00	.00	
4212	GILLIG LLC	40954785	SENSOR	09/07/2022	88.74	.00	
4212	GILLIG LLC	40956798	RELAY	09/13/2022	88.08	.00	
4212	GILLIG LLC	40957136	SHIFTER	09/14/2022	572.08	.00	
Total 4212:					748.90	.00	
4823	HARRISON HOSPITALITY	092722	remaining bond release b20-0563	09/27/2022	3,000.00	3,000.00	09/27/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4823:					3,000.00	3,000.00	
4988	HD FOWLER COMPANY	I6203241	GASKET	09/06/2022	119.76	.00	
4988	HD FOWLER COMPANY	I6205672	CAP AND PLUGS	09/07/2022	1,205.59	.00	
4988	HD FOWLER COMPANY	I6209841	ADAPTER	09/12/2022	119.76	.00	
4988	HD FOWLER COMPANY	I6209842	PARTS	09/12/2022	3,525.02	.00	
Total 4988:					4,970.13	.00	
6893	HEALTHIEST YOU	202209776669	SEPTEMBER PREMIUM	09/01/2022	1,252.80	1,252.80	09/21/2022
Total 6893:					1,252.80	1,252.80	
96	HIGH COUNTRY LINEN	0336117	UNIFORMS	09/01/2022	31.88	.00	
96	HIGH COUNTRY LINEN	0336117	SHOP SUPPLIES	09/01/2022	6.85	.00	
96	HIGH COUNTRY LINEN	0336117	UNIFORMS	09/01/2022	6.65	.00	
96	HIGH COUNTRY LINEN	0336117	UNIFORMS	09/01/2022	5.20	.00	
96	HIGH COUNTRY LINEN	0336117	BUILD MAINT	09/01/2022	12.50	.00	
96	HIGH COUNTRY LINEN	0336117	UNIFORMS	09/01/2022	17.20	.00	
96	HIGH COUNTRY LINEN	0336117	UNIFORMS	09/01/2022	4.05	.00	
96	HIGH COUNTRY LINEN	0336117	UNIFORMS	09/01/2022	13.30	.00	
96	HIGH COUNTRY LINEN	0336117	UNIFORMS	09/01/2022	19.16	.00	
96	HIGH COUNTRY LINEN	0336117	UNIFORMS	09/01/2022	23.19	.00	
96	HIGH COUNTRY LINEN	0336731	MATS @ SI FERRIN	09/05/2022	19.58	.00	
96	HIGH COUNTRY LINEN	0336736	MATS @ HOME RANCH	09/05/2022	22.87	.00	
96	HIGH COUNTRY LINEN	0337134	MATS @ WWTP	09/07/2022	67.21	.00	
96	HIGH COUNTRY LINEN	0337769	MATS @ TOWN HALL	09/09/2022	251.20	.00	
96	HIGH COUNTRY LINEN	S0337527	MATS @ HOME RANCH	09/08/2022	25.00	.00	
96	HIGH COUNTRY LINEN	S0340737	TOWELS	09/26/2022	58.03	.00	
Total 96:					583.87	.00	
4044	IDAHO FALLS PETERBILT	620524	OIL FILTER	09/09/2022	309.96	.00	
4044	IDAHO FALLS PETERBILT	CM620375	CREDIT	09/13/2022	907.49-	.00	
Total 4044:					597.53-	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	194349	ROAD STIPING	08/30/2022	6,340.00	.00	
Total 3323:					6,340.00	.00	
4958	INNOVATIVE DESIGN	Q-127691	INFOCARE RENEWAL	09/16/2022	1,440.00	.00	
Total 4958:					1,440.00	.00	
106	INTERSTATE BATTERY	22254518	BATTERIES	09/12/2022	675.75	.00	
106	INTERSTATE BATTERY	22254568	BATTERIES	09/19/2022	499.80	.00	
106	INTERSTATE BATTERY	22254651	BATTERIES	09/26/2022	121.90	.00	
Total 106:					1,297.45	.00	
6954	IVY OUTDOOR SERVICES LLC	0000018	DOWNTOWN TRASH ICKUP	09/06/2022	15,693.75	.00	
Total 6954:					15,693.75	.00	
2	JACKSON CURBSIDE INC.	00030206	DOWNTOWN RECYCLING	08/20/2022	650.00	.00	
2	JACKSON CURBSIDE INC.	00030328	DOWNTOWN RECYCLING	09/10/2022	1,480.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2:					2,130.00	.00	
131	JACKSON HOLE NEWS & GUID	344470	AD#409931	09/14/2022	243.20	.00	
131	JACKSON HOLE NEWS & GUID	344549	AD#409473	09/14/2022	36.00	.00	
131	JACKSON HOLE NEWS & GUID	344708	AD#410209	09/21/2022	36.00	.00	
131	JACKSON HOLE NEWS & GUID	344733	AD#410123	09/21/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	344734	AD#409473	09/21/2022	684.00	.00	
131	JACKSON HOLE NEWS & GUID	344735	AD#410224	09/21/2022	604.80	.00	
Total 131:					2,014.40	.00	
5084	JACKSON HOLE SECURITY, LL	1877	SERVICE CALL	08/16/2022	385.14	.00	
5084	JACKSON HOLE SECURITY, LL	1882	SERVICE CALL	08/23/2022	5,465.44	.00	
5084	JACKSON HOLE SECURITY, LL	1894	SERVICE CALL	09/09/2022	125.00	.00	
Total 5084:					5,975.58	.00	
114	JACKSON LUMBER INC	0000799320-0	DOOR SWEEP	08/15/2022	37.95	.00	
114	JACKSON LUMBER INC	0000799591-0	DOOR SWEEP	08/15/2022	7.59	.00	
114	JACKSON LUMBER INC	0000801456-0	GRK SCTRUCTURAL SCREWS	08/24/2022	4,144.50	.00	
114	JACKSON LUMBER INC	0000801490-0	PRESSURE TREATED BOARDS	09/08/2022	8,640.00	.00	
114	JACKSON LUMBER INC	0000805036-0	SPIKES	08/31/2022	312.29	.00	
114	JACKSON LUMBER INC	0000805376-0	LAG BOLTS	08/31/2022	95.31	.00	
114	JACKSON LUMBER INC	0000806251-0	SHINGLES	09/02/2022	188.29	.00	
114	JACKSON LUMBER INC	0000809758-0	PADLOCK	09/15/2022	40.58	.00	
114	JACKSON LUMBER INC	0000811097-00	SMBOARD	09/20/2022	154.18	.00	
Total 114:					13,620.69	.00	
115	JACKSON PAINT AND GLASS, I	I126295	GLASS	05/19/2022	785.14	.00	
115	JACKSON PAINT AND GLASS, I	I126791	WINDOW PACKAGE	06/27/2022	1,583.54	.00	
Total 115:					2,368.68	.00	
239	JH20 WATER CONDITIONING &	I220915684	water @ WWTP	09/15/2022	57.50	.00	
Total 239:					57.50	.00	
7118	JONES SIMKINS	50802	AUDIT	08/31/2022	5,585.00	.00	
Total 7118:					5,585.00	.00	
139	JORGENSEN ASSOCIATES, PC	49464	18063 CACHE CREEK TUBE	09/27/2022	580.00	.00	
139	JORGENSEN ASSOCIATES, PC	49464	18063 CACHE CREEK TUBE	09/27/2022	240.00	.00	
Total 139:					820.00	.00	
6918	JP CONCRETE FINISHING, LLC	INV0022	72 W KELLY	09/13/2022	4,408.52	.00	
6918	JP CONCRETE FINISHING, LLC	INV0023	PATHWAY CAP REPAIRS	09/13/2022	3,154.40	.00	
Total 6918:					7,562.92	.00	
5965	KIMLEY HORN	1956538000-0	PARKING NEEDS ANALYSIS	08/31/2022	4,320.00	.00	
Total 5965:					4,320.00	.00	
6847	LENAMOND, LYNSEY	091422	REIMBURSE MILEAGE	09/14/2022	80.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6847:					80.50	.00	
5729	LENOVO (UNITED STATES) INC.	6461969623	ADAPTERS	09/14/2022	283.08	.00	
5729	LENOVO (UNITED STATES) INC.	6461995650	THINKPADS	09/16/2022	22,101.00	.00	
5729	LENOVO (UNITED STATES) INC.	6462012035	THINKPAD	09/19/2022	9,945.32	.00	
Total 5729:					32,329.40	.00	
2224	LOCAL GOV'T LIABILITY POOL	14203	DEDUCTIBLE AA220071	09/20/2022	1,000.00	.00	
Total 2224:					1,000.00	.00	
677	MACY'S SERVICES	36600	HOME RANCH	08/31/2022	247.50	.00	
Total 677:					247.50	.00	
7112	MARKMAN, JASON	092822	OCTOBER RENT	09/28/2022	1,900.00	.00	
7112	MARKMAN, JASON	092822	SECURITY DEPOSIT	09/28/2022	1,900.00	.00	
Total 7112:					3,800.00	.00	
3373	MINOR, JEREMY	091422	DOT Physical Reimbursement - J	09/14/2022	155.00	.00	
Total 3373:					155.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5648851001	MISC TOOLS	09/02/2022	416.46	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5648853001	MISC TOOLS	09/02/2022	244.30	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5648853002	SANDING DISC	09/06/2022	165.70	.00	
Total 4623:					826.46	.00	
257	NAPA AUTO PARTS INC.	091612	UNIVERSAL	09/09/2022	41.95	.00	
257	NAPA AUTO PARTS INC.	091697	OIL FILTERS	09/09/2022	41.08	.00	
257	NAPA AUTO PARTS INC.	0921122	TRICO BLADE	09/12/2022	172.74	.00	
257	NAPA AUTO PARTS INC.	092119	SOCKETS	09/12/2022	362.56	.00	
257	NAPA AUTO PARTS INC.	092310	TRICO BLADE	09/13/2022	57.58	.00	
257	NAPA AUTO PARTS INC.	092666	HDP AIR	09/14/2022	31.38	.00	
257	NAPA AUTO PARTS INC.	094022	Tape	09/21/2022	21.49	.00	
257	NAPA AUTO PARTS INC.	094107	AIR AND OIL FILTER	09/21/2022	29.63	.00	
257	NAPA AUTO PARTS INC.	094849	SCREW	09/26/2022	5.12	.00	
257	NAPA AUTO PARTS INC.	094998	GRAB HOOD	09/28/2022	11.69	.00	
257	NAPA AUTO PARTS INC.	095032	REGULATOR	09/26/2022	70.19	.00	
Total 257:					845.41	.00	
187	NELSON ENGINEERING	589885	SNOW KING EVENTS CENTER	08/29/2022	4,030.00	.00	
187	NELSON ENGINEERING	59452	21-060-01 THAW WELL #4	08/31/2022	4,546.32	.00	
Total 187:					8,576.32	.00	
7107	NEVADA COUNTY SHERIFF'S O	091522	SERVICE DOCUMENT FEE	09/15/2022	40.00	40.00	09/21/2022
Total 7107:					40.00	40.00	
513	ON SIGHT LAND SURVEYORS I	091422	P22-066 KELLY PLAT	09/14/2022	300.00	.00	
513	ON SIGHT LAND SURVEYORS I	092122	tech review p22-221	09/21/2022	450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 513:					750.00	.00	
1504	ONE CALL OF WYOMING	64517	AUGUST TICKETS	09/06/2022	265.13	.00	
1504	ONE CALL OF WYOMING	64517	AUGUST TICKETS	09/06/2022	265.12	.00	
Total 1504:					530.25	.00	
5026	PELLETIER, CARL	092222	LEADERSHIP TRAINING SNACK	09/22/2022	423.91	.00	
Total 5026:					423.91	.00	
6483	PREMIER TRUCK- SALT LAKE C	26838775	GENERAL REPAIR	09/19/2022	182.85	.00	
6483	PREMIER TRUCK- SALT LAKE C	7754131132	SEAL AND PLUG	09/22/2022	51.92	.00	
6483	PREMIER TRUCK- SALT LAKE C	7754131372	FUEL PUMP	09/23/2022	2,834.80	.00	
6483	PREMIER TRUCK- SALT LAKE C	775421645B	PAID TWICE	08/22/2022	1,607.94-	.00	
6483	PREMIER TRUCK- SALT LAKE C	775425114	GASKET	09/01/2022	179.95	.00	
6483	PREMIER TRUCK- SALT LAKE C	775426691	SEALS AND FILTERS	09/09/2022	70.67	.00	
6483	PREMIER TRUCK- SALT LAKE C	775426835	MODULE	09/19/2022	2,312.57	.00	
6483	PREMIER TRUCK- SALT LAKE C	775429661	SENSOR	09/19/2022	313.74	.00	
6483	PREMIER TRUCK- SALT LAKE C	775429714	actuator	09/19/2022	188.62	.00	
6483	PREMIER TRUCK- SALT LAKE C	775430441	HOSUING	09/20/2022	1,069.58	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775257686	CREDIT	09/02/2022	23.47-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775421645	CREDIT	09/02/2022	1,582.94-	.00	
Total 6483:					3,990.35	.00	
4922	PREMIER VEHICLE INSTALLATI	39341	ARMREST	08/29/2022	648.19	.00	
Total 4922:					648.19	.00	
6594	PROTERRA	1046622	PARTS	09/09/2022	320.83	.00	
6594	PROTERRA	1046737	MIRROR	09/13/2022	1,328.77	.00	
Total 6594:					1,649.60	.00	
5812	RUI INC. DBA VILLAGE GARDN	1324545	MOWING	08/31/2022	175.20	.00	
5812	RUI INC. DBA VILLAGE GARDN	1324566	MOWING	08/31/2022	306.60	.00	
5812	RUI INC. DBA VILLAGE GARDN	1324567	MOWING	08/31/2022	146.00	.00	
Total 5812:					627.80	.00	
6889	SAFELITE FULFILLMENT INC	05008-002395	GLASS	09/09/2022	426.51	.00	
Total 6889:					426.51	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	89298987	WASHER SERVICE	08/12/2022	311.97	.00	
Total 2669:					311.97	.00	
5216	Shaw Construction of Wyoming, L	092722	release bond b20-0156 and b20-0	09/27/2022	10,000.00	10,000.00	09/27/2022
Total 5216:					10,000.00	10,000.00	
6323	SHELL EQUIPMENT COMPANY	1136	TART	06/21/2022	375.91	.00	
6323	SHELL EQUIPMENT COMPANY	1142	TARP	08/24/2022	560.83	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6323:					936.74	.00	
4359	SHERWIN-WILLIAMS CO.	4089-7	PAINT	08/18/2022	108.06	.00	
4359	SHERWIN-WILLIAMS CO.	7594-2	PAINT	09/06/2022	436.91	.00	
Total 4359:					544.97	.00	
236	SMITH POWER PRODUCTS,INC	3183703	FREIGHT	08/29/2022	23.15	.00	
236	SMITH POWER PRODUCTS,INC	529307	REPIAR	09/02/2022	1,800.76	.00	
Total 236:					1,823.91	.00	
7110	SNAKE RIVER TREE & SHRUB	13502	SPRUCE APPLICATION #1	09/07/2022	1,168.00	.00	
Total 7110:					1,168.00	.00	
7050	SOSA'S JANITORIAL SERVICE	092722	TOWN HALL CLEANING SEPTE	09/27/2022	5,760.00	.00	
Total 7050:					5,760.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625025124	ANIMAL CARE	05/20/2022	139.91	.00	
1505	SPRING CREEK ANIMAL HOSPI	625025131	ANIMAL CARE	05/20/2022	8.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	625027442	MEDS	07/07/2022	170.04	.00	
1505	SPRING CREEK ANIMAL HOSPI	625028547	MEDS	07/28/2022	24.58	.00	
1505	SPRING CREEK ANIMAL HOSPI	625030277	ANIMAL CARE	08/30/2022	158.89	.00	
1505	SPRING CREEK ANIMAL HOSPI	625030278	ANIMAL CARE	08/30/2022	85.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625030280	ANIMAL CARE	08/30/2022	535.73	.00	
1505	SPRING CREEK ANIMAL HOSPI	625030281	MEDS	08/30/2022	21.71	.00	
1505	SPRING CREEK ANIMAL HOSPI	625030386	MEDS	08/31/2022	43.74	.00	
1505	SPRING CREEK ANIMAL HOSPI	625030676	ANIMAL CARE	09/07/2022	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625030677	ANIMAL CARE	09/07/2022	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625030678	ANIMAL CARE	09/07/2022	57.62	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031303	ANIMAL CARE	09/19/2022	43.74	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031304	ANIMAL CARE	09/19/2022	43.74	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031305	MEDS	09/19/2022	97.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031307	ANIMAL CARE	09/19/2022	120.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031308	ANIMAL CARE	09/19/2022	47.34	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031309	ANIMAL CARE	09/19/2022	87.50	.00	
1505	SPRING CREEK ANIMAL HOSPI	625031443	ANIMAL CARE	09/20/2022	72.38	.00	
Total 1505:					1,787.91	.00	
6871	STANDARD INSURANCE COMP	090122	SEPTEMBER PREMIUM	09/01/2022	4,292.38	4,292.38	09/21/2022
6871	STANDARD INSURANCE COMP	090122	SEPTEMBER PREMIUM VOLUN	09/01/2022	1,012.10	1,012.10	09/21/2022
Total 6871:					5,304.48	5,304.48	
7108	STEWART, DEREK	092322	BAIL REFUND CASE 22-05-0120	09/23/2022	2,500.00	2,500.00	09/23/2022
Total 7108:					2,500.00	2,500.00	
7076	SUSTAINABLE STRATEGIES DC	3113	CONSULTING	09/01/2022	7,500.00	.00	
Total 7076:					7,500.00	.00	
7059	TAYLOR, RILEY	092222	TRAVEL EXPENSES	09/22/2022	227.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7059:					227.14	.00	
1443	TETON COUNTY CLERK	092722	Return rental deposits Unit 17,16,	09/27/2022	2,670.00	.00	
Total 1443:					2,670.00	.00	
7115	TETON COUNTY CLERK OF CO	092122	INTERPRETING FOR MUNI COU	09/21/2022	40.00	.00	
Total 7115:					40.00	.00	
581	TETON COUNTY INTEGRATED	583270	DUMP FEES	09/10/2022	143.00	.00	
581	TETON COUNTY INTEGRATED	583289	DUMP FEES	09/10/2022	109.00	.00	
Total 581:					252.00	.00	
6902	TETON COUNTY PUBLIC WORK	2023-1	BUILD INV#2023-1	09/08/2022	15,390.79	.00	
Total 6902:					15,390.79	.00	
268	TETON MOTORS INC	5103310	PARTS	08/11/2022	227.79	.00	
268	TETON MOTORS INC	5103499	SLN SEAL	08/29/2022	190.23	.00	
268	TETON MOTORS INC	5103593	CLIPS	09/02/2022	78.60	.00	
Total 268:					496.62	.00	
270	TETON RENTAL CENTER	116119	JUMPING JACK RENTAL	09/02/2022	45.00	.00	
Total 270:					45.00	.00	
3237	THE AFTERMARKET PARTS CO	82793575	BATTERY SWITCH	09/02/2022	400.15	.00	
Total 3237:					400.15	.00	
6810	THE TIRE RACK, INC.	HS44142	TIRES	08/30/2022	2,376.84	.00	
6810	THE TIRE RACK, INC.	HS44166	TIRES	09/01/2022	1,584.56	.00	
6810	THE TIRE RACK, INC.	HT76353	TIRES	09/15/2022	1,616.56	.00	
6810	THE TIRE RACK, INC.	HU45151	TIRES	09/22/2022	1,080.28	.00	
Total 6810:					6,658.24	.00	
5135	THOMAS DRILLING, INC.	092322	TOJ WELL EXPLORATION PAY A	09/23/2022	47,754.02	.00	
Total 5135:					47,754.02	.00	
70	THYSSEN KRUPP ELEVATOR C	3006757836	Parking Garage - yearly elevator s	08/01/2022	3,938.57	.00	
Total 70:					3,938.57	.00	
6579	TITLE 22 CONSULTANTS	22-0042	445 E KELLY PLAT REVIEW	09/16/2022	519.21	.00	
Total 6579:					519.21	.00	
7113	TOWN OF JACKSON	092622	SEWER CAPACITY FEE START	09/26/2022	23,665.84	.00	
Total 7113:					23,665.84	.00	
7098	TRIPLE L LUMBER COMPANY	8745	2X 8 BOARDWALK MATERIAL	09/06/2022	4,684.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7098:					4,684.56	.00	
7116	UNIVERSITY OF VIRGINIA	50452	LEAD REGISTRATION	11/16/2021	4,650.00	.00	
Total 7116:					4,650.00	.00	
706	USA BLUE BOOK	010605	REGULATOR KIT	06/13/2022	98.95	.00	
706	USA BLUE BOOK	878191	SAMPLE TUBES	02/14/2022	51.38	.00	
706	USA BLUE BOOK	934964	SIGNAGE	04/05/2022	85.73	.00	
706	USA BLUE BOOK	935561	SIGNAGE	04/05/2022	41.83	.00	
706	USA BLUE BOOK	940357	BLUE FLAGS	04/08/2022	77.89	.00	
706	USA BLUE BOOK	991544	PRESSURE GAGE	05/25/2022	836.47	.00	
706	USA BLUE BOOK	994213	REGULATOR KIT	05/27/2022	306.76	.00	
Total 706:					1,499.01	.00	
3420	VISA	Admin 1 2963	indeed	08/24/2022	510.88	.00	
3420	VISA	Admin 1 2963	cowboy coffee	08/24/2022	100.00	.00	
3420	VISA	Admin 1 2963	ksl jobs	08/24/2022	49.00	.00	
3420	VISA	Admin 1 2963	name badges int'l	08/24/2022	35.28	.00	
3420	VISA	Admin 1 2963	skinny skis	08/24/2022	39.95	.00	
3420	VISA	Admin 1 2963	rad power bikes	08/24/2022	129.00	.00	
3420	VISA	Admin 1 2963	fort frame	08/24/2022	320.22	.00	
3420	VISA	Admin 1 2963	indeed	08/24/2022	512.83	.00	
3420	VISA	Admin 1 2963	skinny skis	08/24/2022	531.90	.00	
3420	VISA	Admin 1 2963	exxon mobile	08/24/2022	2.00	.00	
3420	VISA	Admin 1 2963	rations	08/24/2022	109.62	.00	
3420	VISA	Admin 1 2963	coolworks	08/24/2022	774.00	.00	
3420	VISA	Admin 1 2963	coolworks	08/24/2022	159.00	.00	
3420	VISA	Admin 1 2963	indeed	08/24/2022	84.73	.00	
3420	VISA	Admin 1 2963	coolworks	08/24/2022	159.00	.00	
3420	VISA	Admin 1 2963	ksl jobs	08/24/2022	49.00	.00	
3420	VISA	Admin 1 2963	coolworks	08/24/2022	159.00	.00	
3420	VISA	Admin 2 9118 0	imla	08/24/2022	480.00	.00	
3420	VISA	Admin 2 9118 0	wyoming bar	08/24/2022	250.00	.00	
3420	VISA	Animal 2344 08	animal shelter supplies	08/24/2022	1,457.78	.00	
3420	VISA	Animal 2344 08	animal shelter supplies	08/24/2022	119.99	.00	
3420	VISA	Animal 2344 08	revival pet health	08/24/2022	1,301.80	.00	
3420	VISA	CD 1016 08/24	jh chamber	08/24/2022	75.00	.00	
3420	VISA	CD 1016 08/24	cafe genevieve	08/24/2022	139.78	.00	
3420	VISA	CD 1016 08/24	snake river roasting	08/24/2022	122.52	.00	
3420	VISA	Chief 1115 08/2	usps	08/24/2022	9.45	.00	
3420	VISA	Chief 1115 08/2	travel expenses	08/24/2022	1,213.33	.00	
3420	VISA	Chief 1115 08/2	wyoming camera	08/24/2022	47.15	.00	
3420	VISA	Finance 2179 0	uplift	08/24/2022	2,254.00	.00	
3420	VISA	Finance 2179 0	caselle	08/24/2022	495.00	.00	
3420	VISA	IT 6908 08/24/2	the wort	08/24/2022	214.20	.00	
3420	VISA	IT 6908 08/24/2	airbnb	08/24/2022	1,169.95	.00	
3420	VISA	IT 6908 08/24/2	iphone payment	08/24/2022	139.00	.00	
3420	VISA	IT 6908 08/24/2	garmin	08/24/2022	65.95	.00	
3420	VISA	IT 6908 08/24/2	portland labs	08/24/2022	90.00	.00	
3420	VISA	IT 6908 08/24/2	iACP	08/24/2022	425.00	.00	
3420	VISA	IT 6908 08/24/2	amazon credit	08/24/2022	86.13	.00	
3420	VISA	IT 6908 08/24/2	iphone payment	08/24/2022	69.50	.00	
3420	VISA	IT 6908 08/24/2	slick products	08/24/2022	74.99	.00	
3420	VISA	IT 6908 08/24/2	rgister	08/24/2022	10.00	.00	
3420	VISA	IT 6908 08/24/2	amazon	08/24/2022	1,326.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	IT 6908 08/24/2	keeper security	08/24/2022	271.35	.00	
3420	VISA	IT 6908 08/24/2	iphone payment	08/24/2022	69.50	.00	
3420	VISA	IT 6908 08/24/2	amazon	08/24/2022	78.99	.00	
3420	VISA	LT 2 1123 08/2	travel expenses	08/24/2022	644.34	.00	
3420	VISA	LT 2 1123 08/2	ups	08/24/2022	21.50	.00	
3420	VISA	PD 3 0355 08/2	ace hardware	08/24/2022	382.94	.00	
3420	VISA	PD 3 0355 08/2	ups	08/24/2022	10.62	.00	
3420	VISA	PD 3 0355 08/2	travel expenses	08/24/2022	233.71	.00	
3420	VISA	PD 3 0355 08/2	ups	08/24/2022	83.27	.00	
3420	VISA	PD 3 0355 08/2	amazon	08/24/2022	577.60	.00	
3420	VISA	PD 3 0355 08/2	picas	08/24/2022	275.50	.00	
3420	VISA	Planning 1 609	mailchimp	08/24/2022	59.00	.00	
3420	VISA	Planning 1 609	casper star tribune	08/24/2022	9.99	.00	
3420	VISA	Planning 1 609	hatch	08/24/2022	200.80	.00	
3420	VISA	PW 1 8144 08/	apwa	08/24/2022	292.50	.00	
3420	VISA	PW 1 8144 08/	radwell international	08/24/2022	37.62	.00	
3420	VISA	PW 1 8144 08/	northern tol	08/24/2022	483.04	.00	
3420	VISA	PW 1 8144 08/	uline	08/24/2022	674.78	.00	
3420	VISA	PW 1 8144 08/	staples	08/24/2022	13.22	.00	
3420	VISA	PW 1 8144 08/	mouser electronics	08/24/2022	16.15	.00	
3420	VISA	PW 1 8144 08/	apwa	08/24/2022	292.50	.00	
3420	VISA	PW 1 8144 08/	premier truck	08/24/2022	1,822.75	.00	
3420	VISA	PW 1 8144 08/	psi testing	08/24/2022	100.00	.00	
3420	VISA	PW 1 8144 08/	virginian restaurant	08/24/2022	70.94	.00	
3420	VISA	PW 1 8144 08/	sears parts	08/24/2022	44.78	.00	
3420	VISA	PW 1 8144 08/	apwa	08/24/2022	292.50	.00	
3420	VISA	PW 1 8144 08/	lowes	08/24/2022	664.84	.00	
3420	VISA	PW 1 8144 08/	apwa	08/24/2022	292.50	.00	
3420	VISA	PW 1 8144 08/	lowes	08/24/2022	97.34	.00	
3420	VISA	PW 1 8144 08/	amazon	08/24/2022	267.78	.00	
3420	VISA	PW 1 8144 08/	dot compliance	08/24/2022	199.00	.00	
3420	VISA	Sergeant 1064	amazon	08/24/2022	61.27	.00	
3420	VISA	Sergeant 1064	amazon	08/24/2022	251.22	.00	
3420	VISA	Sergeant 1064	amazon	08/24/2022	225.19	.00	
3420	VISA	Sergeant 1064	amazon	08/24/2022	278.16	.00	
3420	VISA	Sergeant 1064	dollar tree	08/24/2022	13.25	.00	
3420	VISA	Sergeant 1064	amazon	08/24/2022	586.18	.00	
3420	VISA	Sergeant 1064	blue to gold	08/24/2022	395.00	.00	
3420	VISA	Sergeant 1064	shutterfly	08/24/2022	104.02	.00	
3420	VISA	START 2 1214	creekside	08/24/2022	231.54	.00	
3420	VISA	START 2 1214	fallline	08/24/2022	310.07	.00	
3420	VISA	START 2 1214	sidewinders	08/24/2022	152.20	.00	
3420	VISA	START 2 1214	albertsons	08/24/2022	100.85	.00	
3420	VISA	START 2 1214	target	08/24/2022	98.86	.00	
3420	VISA	START 2 1214	persephone	08/24/2022	335.42	.00	
3420	VISA	START 2 1214	staples	08/24/2022	305.56	.00	
3420	VISA	START 2 1214	staples	08/24/2022	134.54	.00	
3420	VISA	START 2 1214	target	08/24/2022	188.73	.00	
3420	VISA	START 2 1214	dominos	08/24/2022	202.18	.00	
3420	VISA	START 2 1214	albertsons	08/24/2022	39.75	.00	
3420	VISA	START 2 1214	snowjoe	08/24/2022	123.62	.00	
3420	VISA	START 2 1214	amazon	08/24/2022	58.18	.00	
3420	VISA	START 2 1214	whole foods	08/24/2022	74.60	.00	
3420	VISA	VS 9126 08/24/	teton co iswr	08/24/2022	29.00	.00	
3420	VISA	VS 9126 08/24/	lodge at jackson hole	08/24/2022	300.00	.00	
3420	VISA	VS 9126 08/24/	coca cola	08/24/2022	10.60	.00	
3420	VISA	VS 9126 08/24/	antler inn	08/24/2022	390.00	.00	
3420	VISA	VS 9126 08/24/	wydot crash report	08/24/2022	5.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	VS 9126 08/24/	hotels.com	08/24/2022	195.49	.00	
	Total 3420:				28,897.31	.00	
5022	VISION SERVICE PLAN - (WY)	815834679	SEPTEMBER PREMIJM	08/17/2022	1,730.23	1,730.23	09/21/2022
	Total 5022:				1,730.23	1,730.23	
244	WATTS STEAM STORE ROCKY	79705	SERVICE CALL @ ANIMAL SHEL	08/18/2022	601.60	.00	
	Total 244:				601.60	.00	
6226	WEST COAST CODE CONSULT	UT22-579-006	REVIEWS	09/02/2022	3,380.00	.00	
	Total 6226:				3,380.00	.00	
1640	WESTERN STATE	IN002138236	SCREEN PLANT	09/08/2022	2,525.00	.00	
	Total 1640:				2,525.00	.00	
4012	WILSON HARDWARE	403042	3X6 TREATED WOOD	09/01/2022	3,684.10	.00	
	Total 4012:				3,684.10	.00	
6704	WOOD ENVIRONMENT & INFRA	S67131080	STORMWATER MGMT PHASE 2	09/12/2022	7,317.29	.00	
	Total 6704:				7,317.29	.00	
3619	WY CHILD SUPPORT ENFORCE	092222	case #209790	09/22/2022	146.76	146.76	09/22/2022
	Total 3619:				146.76	146.76	
4198	WYOMING FIRST AID & SAFETY	80001281	first aid kit resupply	09/22/2022	414.18	.00	
	Total 4198:				414.18	.00	
3704	WYOMING TITLE & ESCROW	200992	SCOTT/MAPLE LANE	09/19/2022	400.00	.00	
	Total 3704:				400.00	.00	
3507	ZIEM, JOHNNY	092322	TRAVEL EXPENSES	09/23/2022	118.50	.00	
3507	ZIEM, JOHNNY	092322B	TRAVEL EXPENSES	09/23/2022	200.50	.00	
	Total 3507:				319.00	.00	
6719	ZOOM VIDEO COMMUNICATION	INV163758835	ANNULA LICENSE	08/26/2022	5,358.70	.00	
	Total 6719:				5,358.70	.00	
	Grand Totals:				1,045,154.35	240,439.26	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-205 TEMPORARY SIGN PERMIT Horse Warriors Art Auction	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Horse Warriors has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Art Auction Fundraiser (see attached for design details).

- 105 Buffalo Way, Albertson's during:
 - October 30, 2022 – November 12, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - 105 Buffalo Way, Albertson's during:
 - October 30, 2022 – November 12, 2022

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

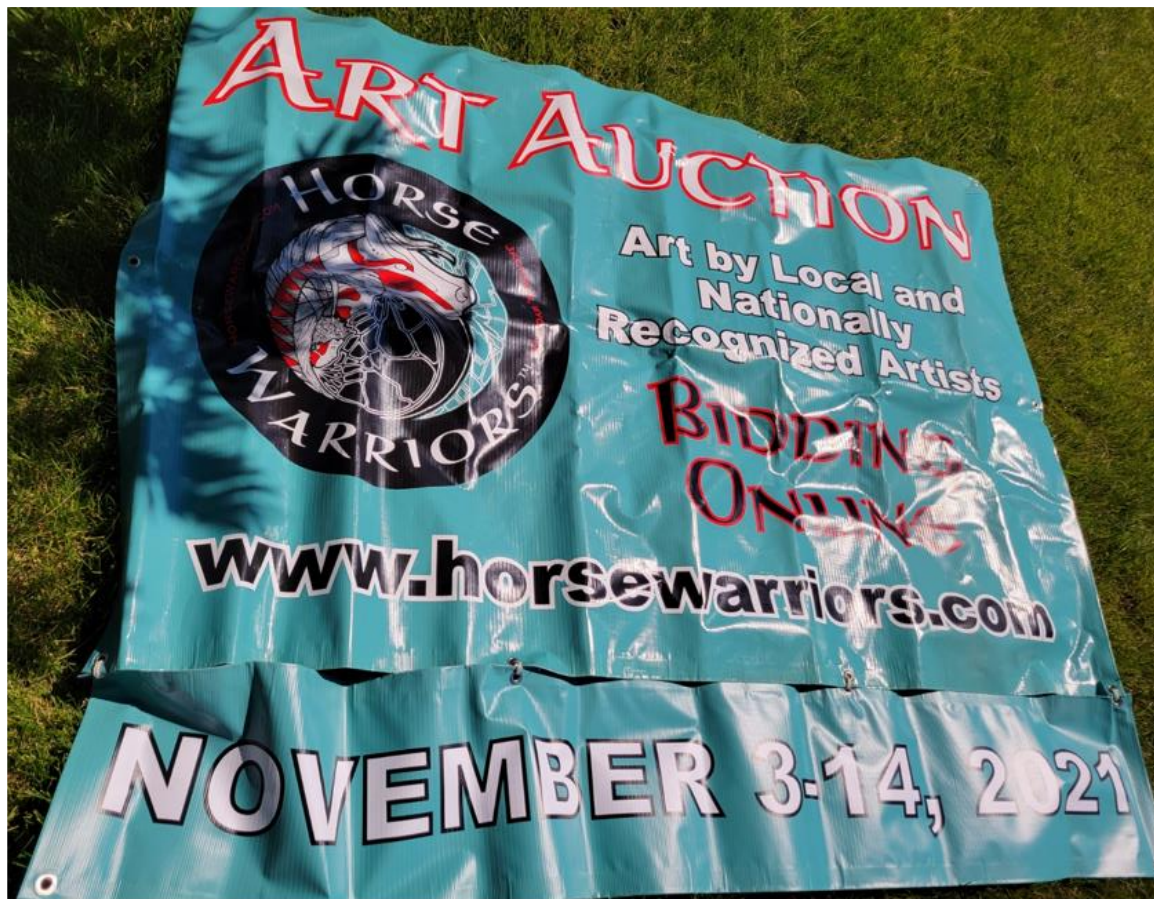
I move to **approve** temporary banner application (P22-205) for Horse Warriors, including the three conditions of approval recommended by the Planning Director in this staff report dated October 3, 2022.

Location: Albertson's

Material: Vinyl

Dimensions: 72" x 60"

Design Notes: Same banner as previous year pictured below but with updated dates "November 2-13"





TEMPORARY SIGN PERMIT APPLICATION
Planning & Building Department

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

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

EVENT NAME:

Event Name: Horse Warriors Fall Art Auction Physical Address of Event: Teton County
Description of Event: Fundraiser online art auction for Horse Warriors
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO BOX 602 Phone: 949.355.5478
E-mail: lisacapps83001@gmail.com ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: <u>Jackson Hole Mtn. Resort</u>
Physical Address: <u>105 Broadway, Jackson</u>	Physical Address: <u>3395 W. Cody Ln., Teton Village</u>
Dates of Display: <u>Oct. 30-Nov. 12</u>	Dates of Display: <u>Oct. 31-Nov. 14</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Lisa M. Capps
Signature of Authorized Event Applicant

Lisa M. Capps
Applicant Name Printed

8/4/2022
Date

Board Secretary
Title

STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-216 TEMPORARY SIGN PERMIT Laff Staff Season Schedule	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny temporary signs not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Laff Staff has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their 14th season schedule (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - November 6, 2022 – November 13, 2022
 - December 4, 2022 – December 11, 2022
 - January 29, 2023 – February 5, 2023
 - February 26, 2023 – March 5, 2023
 - April 16, 2023 – April 23, 2023

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following location:

- 105 Buffalo Way – Albertson's during:
 - November 6, 2022 – November 13, 2022
 - December 4, 2022 – December 11, 2022
 - January 29, 2023 – February 5, 2023
 - February 26, 2023 – March 5, 2023
 - April 16, 2023 – April 23, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

I move to **approve** temporary banner application (P22-216) for Laff Staff, including the three conditions of approval recommended by the Planning Director in this staff report dated October 3, 2022.

The
**LAFF
STAFF**

**IMPROV
COMEDY**

8pm

Fri & Sat

**Center for
the Arts**



5ft

20ft

Only the top 15ft appears from the street.
The rest is folded below the sign because
we made it too long. There is a green stripe
behind "The Laff Staff" and a red stripe
behind "Fri & Sat".



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

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

EVENT NAME:

Event Name: Laff Staff Shows Physical Address of Event: 240 S. Glenwood St
Description of Event: Improv comedy shows at the Center for the Arts. 14th year going!
Grand Opening ☐ Yes ☒ No ☒

EVENT SPONSOR/APPLICANT: Name: LAFF INC. / NICK STARON

Mailing Address: PO Box 3434, Jackson, WY 83001 Phone: 216-389-0498
E-mail: nickstaron@hotmail.com ZIP: 83001
Non-Profit: ☒ For Profit: ☐

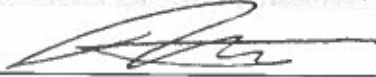
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: <u>Albertsons</u>
Physical Address: <u>105 Buffalo Way, Jackson</u>	Physical Address: <u>105 Buffalo Way, Jackson</u>
Dates of Display: <u>Nov 6-13 & Dec 4-11, 2022</u>	Dates of Display: <u>Jan 29-Feb 5 & Feb 26-March 5 & April 16- 23, 2023</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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


Signature of Authorized Event Applicant
Nicholas "Nick" Staron
Applicant Name Printed

8/23/22

Date
Performer
Title

STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Regular Meeting Consent
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Rally for Reproductive Rights	Public Comment	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting use of Town Square.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by Chelsea's Fund for Women's Wave a Rally for Reproductive Rights on Saturday, October 8, 2022.

Recommendations.

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

Background.

The applicant, Chelsea's Fund for Women's Wave (Planned Parenthood of the Rocky Mountains), requests permission to host a rally to rally against abortion bans and to show support for the reproductive rights of women on October 8, 2022. The event is planned from 4:00 PM to 6:00 PM. The applicant is planning on having a gathering of people with speakers addressing the crowd with amplified sound. The applicant is requesting the use of Town Square, access to electricity and amplified sound for the speakers at the rally.

The application was submitted to all Town departments for review. The organization that is asking for the opportunity to rally and march for reproductive rights under the First Amendment.

Similar rallies on the Town Square have been approved in the past.

Analysis.

The plans submitted by the applicant has been reviewed by all Town Departments.

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.

Fiscal Impact.

- Direct income includes income from a special event permit (\$27).

Staff Impact.

- Departmental review of application (approximately 1 hour of total staff time),
- Preparation of staff report (approximately ½ hour)
- In total approximately 1 ½ hours of staff time split between town, county and joint departments

Conditions and Restrictions.

Staff recommends approval of the application, subject to the following conditions and restrictions:

1. The applicant shall clean up the event.
2. The applicant shall conduct the rally in a timely and professional manner.
3. 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 for every event 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.
4. The applicant shall clean up after the event and shall be responsible for the removal of all refuse generated by the event.
5. Banners are not permitted unless approved in advance under a separate Sign Permit Application to the Planning and Building Department.
6. The rally participants will not impede vehicular or pedestrian traffic during the event.
7. Any additional conditions and restrictions that the Town Council may wish to extend.

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 Chelsea’s Fund for Women’s Wave a Rally for Reproductive Rights on Saturday, October 8, 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



**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: Women's wave- rally for reproductive rights

Name of Organization: Chelsea's Fund @ Planned parenthood of the Rocky Mountains

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

Mailing Address: PO Box 1472

City: Lander State: Wyoming Zip Code: 82520

Name of Person Completing Application: Caitlin Shea

Email Address: Caitlin@chelseasfund.org

Work Phone: 4152509419 Cell Phone: _____

EVENT INFORMATION

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

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

To rally against abortion bans and in support of reproductive justice and equity.

Location of Event: Town Square Alternative Location: _____

Date(s) of Event: October 8, 2022 Event Operating Hours: _____

Event Set Up Begins Date: October 08, 2022 Time: 3:00pm

Event Clean Up Ends Date: October 08, 2022 Time: 6:30pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 400 Total Event: 400

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): N/a

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: Danielle Shapiro Cell Phone: (307) 690-0951

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: _____ 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: 4:00pm Finish Time: 6:00pm

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:

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: Crs

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: Crs

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: Crs

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: Crs

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: Crs

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: _____


Key: d000b9c098795dc6be92b86b94d92d4

APPLICANT: _____

Caitlin Shea

Printed Name

DATE: _____

09-29-2022

TITLE: _____

Chelsea's fund VP

STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	First Amendment to the MOU between the Town of Jackson and the Jackson Hole Historical Society and Museum	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider the first amendment to the Memorandum of Understanding (First Amendment) with the Jackson Hole Historical Society and Museum (JHHS) concerning historical cabins stored on Town property.

Requested Action.

Consider and approve the first amendment to the First Amendment as presented.

Recommendations.

Staff requests Council consider and approve the First Amendment as presented.

Background.

The Jackson Town Council approved a memorandum of understanding (MOU) between the Town and JHHS at the Regular Council meeting on September 21, 2020, to allow for the storage of historic cabins that were once located at 105 Mercill Avenue. In 2019, Teton County gave JHHS notice they would not be renewing the lease for 105 Mercill Avenue because the County was partnering with a private developer to build permanently deed restricted housing on the site. The cabins are intended to be placed at the new location for the Historical Museum located on the Genevieve Block. The Jackson Town Council allowed for the temporary storage of the cabins on the START Bus property, located at 55 Karns Meadow Drive

Analysis.

The existing MOU provides for a term not to exceed twenty-four (24) months from the day the MOU was signed, which was September 9, 2020. Therefore, the cabins would need to be moved by September 9, 2022.

Staff met with representatives from JHHS in August of 2022 to discuss the MOU and the removal of the cabins from the site. JHHS is requesting the cabins remain stored at the START Bus site until April of 2023 due to construction of their new museum starting later than expected.

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving the First Amendment as presented and requesting the cabins to be relocated off the START Bus site.
2. Direct staff to negotiate different terms and conditions for an amendment.
3. Other.

Comprehensive Plan & Priority Alignment.

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

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

Fiscal Impact.

There is no fiscal impact for this item currently.

Staff Impact.

Staff impact for this item included a one-hour meeting with JHSM and roughly one hour of Legal time for review and approval of the first amendment to the MOU.

Attachments or Links.

- First Amendment to the MOU

Suggested Motion.

I move to approve the First Amendment to the Memorandum of Understanding between the Jackson Hole Historical Society and Museum, Inc. and the Town of Jackson, as presented in the attachment to this staff report and subject to minor changes required by staff.

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

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN JACKSON HOLE HISTORICAL SOCIETY AND MUSEUM, INC. AND THE TOWN OF JACKSON, WYOMING ("**First Amendment**") is made and entered into by and between the Jackson Hole Historical Society and Museum, Inc., a Wyoming non-profit corporation, whose address is P.O. Box 1005, Jackson, WY 83001 ("JHHS"), and the Town of Jackson, a Wyoming municipal corporation, whose address is P.O. Box 1687, Jackson, WY 83001 ("Town"), together "Parties."

RECITALS

WHEREAS, Town and JHHS executed a *Memorandum of Understanding Between Jackson Hole Historical Society and Museum, Inc. and the Town of Jackson, Wyoming* on September 9, 2020 ("**MOU**"), which allowed JHHS to use 5,400 square feet of open space located on Town-owned property north and east of the Lower Valley Energy Electrical Substation off Karns Meadow Drive for installation of 3 cabins ("Cabins") to be stored on the Property for 24 months.

WHEREAS, JHHS desires to extend said use and storage to April 2023.

WHEREAS, the Town is amendable to allowing such use and storage.

WHEREAS, this First Amendment is being executed to extend the Term of the MOU.

Now therefore, in consideration of the foregoing recitals, which incorporated herein by reference, the mutual covenants and understandings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

1. **Amendment to Section 3 of the MOU**. Section 3 of the Lease shall be rewritten as follows:
 3. **Term of MOU**. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties and shall remain in full force and effect until April 30, 2023. This MOU may be terminated by either Party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed below.
2. **Terms of the Lease**. Any terms of the Lease not otherwise modified herein shall remain as is and unaffected by this First Amendment.

In witness whereof, the Parties have executed this First Amendment as of the last date written below.

JACKSON HOLE HISTORICAL SOCIETY AND MUSEUM, INC.

By:
Its:

Date: _____

AND THE TOWN OF JACKSON, WYOMING

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Ground Lease Notice for 400 W Snow King – Green Exhibit Hall	Public Comment:	Yes

Purpose & Policy Considerations.

The current lease with Teton County requires a 30-day termination notice. The Town Council approves this lease agreement and also provides authorization for termination.

Requested Action.

Because of the demolition and construction schedule for the Flat Creek Apartment project located at 400 W. Snow King, staff is requesting Council approval of a termination notice to Teton County for the Ground Lease for 400 W. Snow King that encompasses the green exhibit hall building on the south side of Snow King Avenue along with the grassy space and use of the parking area.

Recommendations.

Staff recommends Council approve the notice of termination of the Ground Lease Agreement for 400 W. Snow King and direct the Interim Town Manager to execute the letter and send on behalf of the Town of Jackson and additionally work with Teton County on a week-to-week basis for continued use based on the demolition and construction schedule.

Background.

At the July 18, 2022 Regular Meeting, Council authorized the Mayor to execute a ground lease with the project developer to build affordable rental housing at 400 W. Snow King Ave. Demolition of the existing structures on the site is necessary to prepare for construction of the new rental units. This demolition includes the green exhibit hall that is currently leased to Teton County. The current lease for the Exhibit Hall requires that a 30-day notice be provided prior to lease termination. County staff have been provided a verbal lease termination notice and have agreed to stop leasing the space to community members on November 4, 2022. Council must now send a formal termination notice to the Board of County Commissioners. The proposed termination letter also provides an opportunity to continue to use the premises on a week-to-week basis at the Interim Town Manager's discretion based on the demolition and construction schedule.

Analysis.

The proposed letter provides a thirty-day lease termination notice to Teton County. The letter also allows for a weekly lease extension if requested and dependent on the demolition date.

Possible Alternatives.

None

Comprehensive Plan & Priority Alignment.

Policy 3.2.d: Emphasize a variety of housing types

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

Policy 5.1.a: House at least 65% of the workforce locally

Policy 5.1.b: Focus housing subsidies on full-time, year-round workers

Policy 5.2.c: Provide workforce housing solutions locally

Policy 5.3.c: Create workforce housing to address remaining shortages

Policy 5.4.a: Implement the Workforce Housing Action Plan

Policy 5.4.c: Promote cooperative efforts to provide workforce housing

As can be seen from the above list of Comprehensive Plan policies, the proposed Flat Creek Apartments would support many different community goals. In particular, the project would provide affordable housing to hard-to-serve lower income residents, help the community to reach our 65% local workforce goal, help us to not export our housing problems to neighboring communities, and would do so at a central location in Town close to services and jobs. This project is also a great example of leveraging financial resources from outside of the community through the award of the LIHTC from the State.

Fiscal Impact.

There is minimal fiscal impact to the Town of Jackson for terminating this lease as the property is currently leased to Teton County for \$1.00/year. There may be a fiscal impact to Teton County for lost revenue for rental of the exhibit hall until the new community center on the north side of Snow King Avenue is available to lease to the public.

Staff Impact.

Staff spent approximately 4 hours combined preparing the termination notice and staff report for this item.

Attachments or Links.

Current Ground Lease Agreement and Draft Termination Notice

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

I move to approve the notice of termination of the Ground Lease Agreement for 400 W. Snow King and direct the Interim Town Manager to execute the letter and send on behalf of the Town of Jackson and additionally work with Teton County on a week-to-week basis for continued use based on the demolition and construction schedule.

GROUND LEASE AGREEMENT

This Lease is made to be effective as of the 1st day of January, 2022, between the Town of Jackson a Wyoming Municipal Corporation (Lessor), and Teton County, a duly organized County of the State of Wyoming (Lessee).

WHEREAS, Teton County has erected a building on land owned by the Town of Jackson; and,

WHEREAS, the Town of Jackson and Teton County have determined that it is reasonably necessary and of definable benefit to provide Teton County with continued use of the leased premises;

NOW THEREFORE, the parties agree as follows:

1. **DEMISE.** The Lessor leases to the Lessee, the premises in the Town of Jackson, County of Teton, State of Wyoming, as follows:

See portion of Exhibit "A" attached hereto and by this reference made a part hereof.

To have and to hold the demised premises for and during the term hereof, together with all and singular the appurtenances, rights, interests, easements and privileges in any way pertaining thereto and as set forth herein.

2. **TERM.** The term of this Lease shall be two (2) years, commencing on the 1st day of January, 2022, and terminating on the 31st day of December, 2023, unless sooner terminated as hereinafter provided.

3. **RENT.** The Lessee shall pay to the Lessor for the demised premises during the term of this Lease, in lawful money of the United States, the sum of ONE DOLLAR (\$1.00) for each lease year of the term of this Lease as and for an annual rental, said sum being due and payable on the first day of each lease year of the term hereof.

4. **USE OF PREMISES.** The grassy area as illustrated in area #1 on Exhibit "B" attached hereto shall be available for the exclusive use of the Lessee and Lessee shall be required to pay for watering of the grassy area. The specific parking spaces designated as multi-use illustrated in area #2 on Exhibit "B" attached hereto shall be available for the non-exclusive use of the Lessee.

5. **LANDLORD'S LIEN.** Lessor shall have a lien on all buildings and improvements placed on the demised premises by Lessee, on all rents from such buildings and improvements, and on all fixtures, furniture and equipment kept or used on the premises, whether such property is exempt from execution or not, to secure payment of all sums becoming due to Lessor under the provisions of this Lease and to secure performance of all other obligations of Lessee hereunder.

6. TERMINATION. Lessor shall have the right at any time during the term of this Lease to terminate the Lease. The exercise of this right is conditioned upon the giving by Lessor to Lessee not less than thirty (30) days prior notice of Lessor's intention to terminate.

7. TAXES. The Lessee, in addition to the rent provided for herein, shall pay all future taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the improvements constructed by Lessee, and its personal furniture and fixtures, and all taxes upon Lessee in respect thereof and shall deliver to the Lessor upon request proper and sufficient receipts and other evidence of the payment and discharge of the same. Lessor shall be responsible for payment of taxes on the real property.

8. UTILITIES. The Lessee shall pay all charges for sewer connection or capacity fee permits, except as may otherwise be agreed by Lessor, as well as monthly sewer charges and for water, electricity, gas, telephone and any other utilities used during the term of this Lease or any renewal thereof.

9. LIENS OR ENCUMBRANCES. The Lessee shall not suffer the premises to become subject to any lien, charge or encumbrance whatsoever, other than a mortgage as hereinafter provided, without the prior written approval of the Lessor, and shall indemnify the Lessor against all such liens, charges and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance, other than a mortgage, upon the improvements thereon.

10. ASSIGNMENTS/RIGHTS OF USE IN OTHERS. The Lessee shall not assign this Lease to any person, individual or corporation, except with the Lessor's written consent, unless the assignee shall in the instrument of assignment expressly assume the Lessee's covenants and obligations hereunder. Notwithstanding the foregoing, Lessee acknowledges that its improvements are located on land within the Town of Jackson traditionally used and enjoyed by various groups and individuals for recreation and entertainment, and Lessee shall not unreasonably withhold use of the buildings described herein by the public.

11. INSURANCE AND INDEMNIFICATION. The Lessee shall keep the buildings and improvements upon the premises insured against loss or damage by fire, for their full insurable value in companies authorized to do business in Wyoming, and shall furnish the Lessor with a complete list of all such insurance; shall pay all the premiums necessary for those purposes immediately as they become due; all such policies shall be issued in the name of Lessee, Lessor and the holder of any mortgage on the improvements, as their respective interests may appear. Lessee shall indemnify and hold the Lessor free and harmless from any and all demands, loss or liability resulting from injury to or death of any person or persons because of the negligence of the Lessee or the condition of the property at any time or times hereafter, and shall maintain in full force and effect, subject to all the other terms contained in this paragraph, liability insurance naming Lessor and Lessee in a combined single limit amount of not less than \$1,000,000.00.

12. DAMAGE OR DESTRUCTION. Should the whole or any part or parts of the buildings or improvements then on the demised premises be partially or wholly damaged or destroyed by fire or other insured casualties after the commencement of the term of this Lease, such destruction or damage shall not operate to terminate this Lease, but this Lease shall continue in full force and effect, except as otherwise provided in this Lease. In the event of such damage or destruction, Lessee has the option to reconstruct upon the demised premises, buildings, improvements or fixtures of a like type and purpose and of substantially the same design and construction as those destroyed, or buildings, improvements or fixtures then consistent in the opinion of the Lessee with the highest and best use thereof in the Lessee's determination; subject, however, to Lessor's approval of the plans and specifications therefore. If the Lessee elects to repair the existing building, such repairs will be so as to restore the building to at least an equivalent condition as it was in before the damage or destruction. In any event, the buildings, improvements or fixtures constructed or repaired shall be of a value at least equal to the value of the property immediately prior to the loss or damage.

In the event of such reconstruction or repair, the rent on the demised premises shall not be abated in whole or in part during the period of said repair or reconstruction. Said repair or reconstruction shall be prosecuted diligently to completion.

In the event that Lessee decides not to reconstruct or repair said buildings, improvements or fixtures, Lessee shall have the option of canceling and terminating this Lease on giving the Lessor thirty (30) days written notice of his determinations to do so. If Lessee elects to terminate this Lease in accordance with the foregoing option, Lessee shall be under no duty to restore, rebuild or repair said buildings, improvements or fixtures, but shall be obligated, at Lessor's option, to restore the premises to their pre-construction conditions.

13. REPAIRS. The Lessee shall keep the buildings erected on the premises and the drains and appurtenances in good condition and repair.

14. ALTERATIONS. The Lessee shall not make any alteration in the external elevation or architectural design of the building on the premises, or injure or remove any of the external walls or timbers thereof without the consent in writing of the Lessor, which consent shall not be unreasonably withheld.

15. NEW BUILDINGS. The Lessee shall not erect or permit to be erected on the premises any new buildings or make or permit to be made any addition to the building to be erected upon the premises, except in accordance with plans and specifications approved in writing by the Lessor.

16. LESSOR TO ENTER. The Lessee shall permit the Lessor and its agents at all reasonable times to enter upon the premises to view the condition of the premises and buildings.

17. UNLAWFUL USE. The Lessee shall not make or suffer any use or occupancy of the premises contrary to any law or ordinance now or hereafter in force.

18. SURRENDER. At the termination of this Lease the Lessee shall surrender the premises in such repair and condition as shall be in accordance with the covenants herein contained.

19. RE-ENTRY. It is agreed that no default or breach of covenant shall be deemed to have occurred on the part of the Lessee until thirty (30) days after written notice of such default or breach shall have been given to the Lessee, and the Lessee within such time has failed to remedy such default or breach; but at the expiration of such thirty-day period the Lessor shall immediately have the right, at its option, to take any desired action to enforce its rights hereunder, including termination or re-entry with or without termination, or to enforce full performance by the Lessee of its obligations hereunder, unless the Lessee shall have, within such thirty-day period, begun action necessary to remedy such default or breach continuing and shall thereafter continue diligently to prosecute such action to completion, except that in any event the payment of rental or other payments of money due from the Lessee to the Lessor shall be paid within said thirty days.

20. WAIVER. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other terms, covenants or conditions herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any terms, covenants or conditions of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.

21. ACCORD AND SATISFACTION. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

22. ENTIRE AGREEMENT. This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

23. NO PARTNERSHIP. Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint adventurer or member of a joint enterprise with Lessee.

24. NOTICES. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be sent by United States certified mail, postage prepaid and shall be deemed to be given when mailed and shall be addressed (a) if to Lessor at: P.O. Box 1687, Jackson, Wyoming 83001, or at such other address as Lessor designated by written notice, and (b) if to Lessee at: P. O. Box 3594, Jackson, Wyoming 83001, or at such other address as Lessee shall designate by written notice.

25. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26. TIME OF THE ESSENCE. Time is of the essence in this agreement.

27. HEADINGS. The headings used in this Lease are for convenience only and are not to be used in its construction.

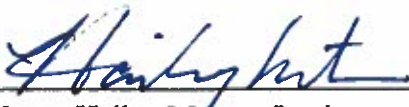
28. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural this singular and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Lessor and Lessee have signed and sealed this Lease on the date indicated below but to be effective as of the day and year first above written.

LESSOR:

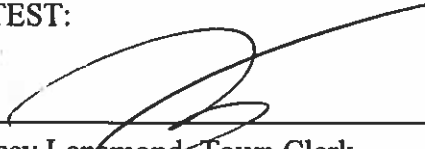
DATE: 10/19/21

TOWN OF JACKSON, WYOMING



Mayor Hailey Morton Levinson

ATTEST:



Lynsey Lenamond, Town Clerk



LESSEE:

DATE: 12-7-2021

TETON COUNTY, WYOMING

Natalia Macker

Natalia Macker, Board Chair

ATTEST:

Maureen Murphy
Maureen Murphy, Teton County Clerk



STATE OF WYOMING)

)ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson as Mayor of the Town of Jackson this 5th day of November, 2021.

Witness my hand and official seal.

Shellie M Arellano
Notary Public

My commission Expires: 5-2-24

STATE OF WYOMING)

)ss.

COUNTY OF TETON)



The foregoing instrument was acknowledged before me by Lynsey Lenamond as Town Clerk of the Town of Jackson this 5th day of November, 2021.

Witness my hand and official seal.

Shellie M Arellano
Notary Public

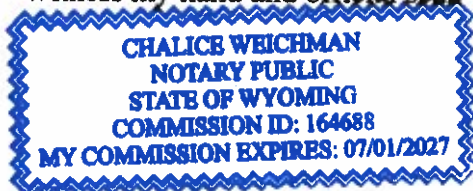
My commission Expires: 5-2-24



STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Natalia Macker as Teton County Commission Board Chair this 7th day of DECEMBER, 2021.

Witness my hand and official seal.



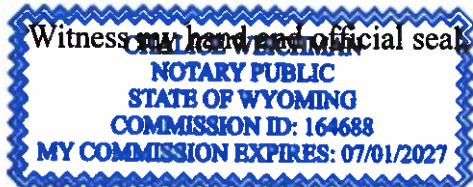


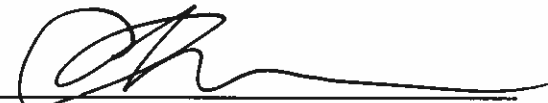
Notary Public

My commission Expires: 7-1-2027

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Maureen Murphy as County Clerk of Teton County, Wyoming this 7th day of DECEMBER, 2021.





Notary Public

My commission Expires: 7-1-2027

[illegible]

I further state that the survey, including the location of monuments found or set, is correct to the best of my knowledge and belief.

The purpose of this map is to identify and accurately depict the boundary of Town of Jackson property lying east of Flat Creek Drive known as Fair Grounds shown here on Sheet 1, and to clarify the distinction between this parcel and the land known as Rodco Grounds that lies north of Snow King Avenue shown on sheet 2. Boundaries for both parcels are based on an official field survey.



Scale: 1 inch = 100 feet

LABERGESEN ASSOCIATES P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733-5150

by the

Map Printed December 14, 2008 Project No.: 080107.00

Scale: 1 inch = 1000 feet



1	2-1/2 inch diameter top pipe with 3 inch diameter brass cap found this survey
2	5/8 inch diameter steel reinforcing bar with 1-1/2 inch diameter aluminum cap marked "NELSON BONE PE & LS 5178" found this survey
3	5/8 inch diameter steel reinforcing bar with 2 inch diameter aluminum cap marked "JENSEN LAUD SAFETIES PLS 3831" found this survey
4	5/8 inch diameter steel reinforcing bar with 2 inch diameter aluminum cap marked "JENSEN SCHMIDT, LTD. PLS 3889" found this survey
5	5/8 inch diameter steel reinforcing bar with 2-1/2 inch diameter yellow plastic cap marked "JENSEN LAUD SAFETIES PLS 3889" found this survey
6	3/4 inch diameter steel reinforcing bar with no cap found this survey
7	"Trenched steel 3/4" found this survey
8	1/2 inch diameter stainless steel cap marked "SUNLEY POINT CO NOT IDENTIFIED" found this survey
9	1/2 inch diameter stainless steel cap marked "SUNLEY POINT CO NOT IDENTIFIED" found this survey
10	"Trenched steel 3/4" with 1 inch diameter stainless steel cap marked "TIEEM N. JONKESKE PE & LS 2812" recovered this survey, unless noted otherwise
11	PE not found this survey
12	3 inch diameter brass cap set in 6 inch diameter concrete base marked "SUNLEY POINT RSL 5298" found this survey
13	3/8 inch diameter steel 12 inch long found this survey
14	Concluded position, no monument found or set, attempt for map clarity only
15	3/4 inch diameter top pipe found this survey
16	5/8 inch diameter steel reinforcing bar with 1-1/2 inch diameter brass cap marked "PE 6686" found this survey
17	5/8 inch diameter steel reinforcing bar with 2 inch diameter aluminum cap marked "JENSEN A55004 RSL, P. C. RLS 4689" found this survey
18	Iron of station Riga County boundary (Sheet 1) & Riga County boundary (Sheet 2)

Boundary, adjoining property

Utility easement

Rigda County boundary

Lease easement (area (28617 sq. 452))

Section line or subsection line

Corner line

Face line

Boundary and Distance measured

Boundary and Distance calculated

Boundary and Distance record

Map of Survey
Depicting
TOWN OF JACKSON FAIRGROUNDS
Including the
RODEO GROUNDS &
PUBLIC WORKS DEPARTMENT LAND
located within
NE1/4 and SE1/4 of Section 33
T41N R16W 6th P.M.
Teton County, Wyoming

EXHIBIT B





October 4, 2022

Teton County
Attn: Maureen Murphy, Teton County Clerk
P.O. Box 3594
Jackson, WY 83001

RE: Notice of Termination of Ground Lease Agreement for 400 West Snow King

Dear Clerk Murphy,

Pursuant to Section 6 of the Ground Lease Agreement between the Town of Jackson and Teton County, Wyoming, effective January 1, 2022, for a portion of the property addressed as 400 West Snow King, as more particularly shown on Exhibit A to the Ground Lease Agreement ("Premises"), the Town of Jackson is hereby exercising its right to terminate the Ground Lease on November 4, 2022 and providing the requisite minimum 30 days' prior notice. The Jackson Town Council approved termination of the Ground Lease and this notice at its meeting on October 3, 2022.

Notwithstanding that this letter provides the requisite termination notice, the demolition of the structures on the Premises (and subsequent new construction) may not commence precisely on November 5, 2022. The Town is amenable to allowing Teton County to use the Premises on a week-to-week basis in accordance with the terms and conditions of the Ground Lease Agreement. If the County is interested in a week-to-week extension, the first week running from Friday November 4 to Friday November 11, please let me know at your earliest convenience.

If you have questions or need further information, please do not hesitate to reach out.

Sincerely,

Tyler Sinclair
Interim Town Manager

cc: Alyssa Watkins, Teton County Commissioner's Administrator
Sarah Mann, Director of General Services
Rachel Grimes, Teton County Fair and Fairgrounds Manager
Riley Taylor, Town Clerk



STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Administration	Presenter:	Paul Anthony Tyler Sinclair
Agenda Item:	P22-115 Petition to Vacate alley located on block addressed 325 N. Cache Street et al.	Public Comment:	Yes

Requested Action.

The applicant, Mogul Hospitality Partners – Jackson LLC, is requesting that this item (P22-115) be continued to the Council's November 7, 2022, regular meeting.

Suggested Motion.

I move to **continue** Item P22-115 to the Town Council's regular meeting on November 7, 2022.

STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Administration	Presenter:	Paul Anthony Tyler Sinclair
Agenda Item:	P22-115 Petition to Vacate alley located on block addressed 325 N. Cache Street et al.	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a request to vacate a public alley owned by the Town of Jackson. The vacation would enable the alley to become part of a new hotel and short-term rental project in the North Cache Street gateway area. If Council grants the request, staff will need to:

1. Obtain an appraisal to establish the Fair Market Value of the alley; and
2. Draft the terms of the sale or transfer of the alley property; and
3. Finalize all other relevant documents and agreements necessary to complete the vacation.

Requested Action.

The applicant, Mogul Hospitality Partners – Jackson LLC, is requesting approval of a Petition to Vacate the entire 10,000 square foot alley (20' x 500') located on the North 300 block bounded by North Cache Street, Mercill Avenue, North Glenwood Avenue, and Perry Street, as more particularly described in the legal description and map below.

Recommendations.

Staff does not recommend approval of the alley vacation request based on insufficient apparent public benefit to the Town.

Project Location.

The alley serves the entire block bounded by North Cache Street, Mercill Avenue, North Glenwood Avenue, and Perry Street.



Background.

Mogul Hospitality Partners – Jackson LLC owns approximately 2.9 acres (the 12 lots highlighted above) that constitutes a full Town block, except for the .15-acre property on the southeastern corner of the block. The site is served by a north/south alley connecting Mercill Avenue to Perry Street, zoned Commercial Residential – 2 (CR-2), and located in the Lodging Overlay.

The applicant's intent is to redevelop the entire site by removing all existing buildings and constructing a new 120 room hotel and 51 market rate residential condominiums. Included in the review packet are conceptual plans (see plans marked as "updated" in the review packet) that shows three potential project designs; one that assumes the alley is vacated and becomes part of the project site (applicant's preferred design) and two that assume the alley is not vacated. The preferred design shows a total habitable floor area of approximately

290,000 sf, including about 127,000 sf of habitable hotel space and 172,00 sf of market residential condominiums. The market residential would be built using the Town's 2:1 Workforce Housing Bonus tool, so approx. 85,000 sf deed restricted housing would need to be provided. The applicant has indicated that the deed restricted units would be located off-site at South Park Loop Road in another project the applicant plans to develop). Also shown is another approx. 109,000 sf for underground parking with approximately 200 parking spaces. This conceptual design would need to be modified significantly if the requested alley vacation is not approved.

A portion of the site has been impacted by contamination from an underground benzene "plume" from a previous gas station on the corner of North Cache and Perry Street. The state Department of Environmental Quality (DEQ) has been monitoring the contaminated soils for a number of years that are impacted by groundwater flow. At this time, much of the benzene has been remediated or dissipated, however, any remaining contaminated soil would need to be disposed of properly during redevelopment of the site.

Two-Step Review Process:

This alley vacation is being presented as a two-step process. **First**, at this initial meeting Council considers whether it generally supports the requested vacation or not. If Council does not support the vacation, then the matter would be resolved without any further action on Council's part. If Council supports the vacation, then the process moves to the **second** step, wherein Council directs staff to prepare the necessary planning, engineering, and legal documents to finalize the vacation (including obtaining appraisal(s) to determine the Fair Market Value of the easement property, finalizing agreements for the relocation of all affected utilities, agreeing to final terms for the vacation with the applicant, and preparing a warranty deed to sell and transfer ownership of the alley property to the applicant). It is due to the extensive amount of work required to complete this vacation that staff is first presenting this preliminary request to Council.

Council's decision regarding alley vacation plays a key role in the final design and review of the applicant's project. The proposed project requires approval of both a Sketch Plan and Development Plan because it exceeds the Sketch Plan project threshold 13,800 square feet. The applicant will not likely submit for Sketch Plan, however, until the Council provides its initial support for (or against) the alley vacation, which will determine the configuration and size of the project site. A pre-application meeting (P22-114) was held with staff on June 25, 2022, wherein staff provided comments on the proposed grading plan, how the number of stories and basement definitions were being applied, whether vehicular access to the site could be provided on North Cache, and loading/delivery access without an alley.

It is not the purpose of this alley vacation request to review the details of the potential future development, however, the applicant provided the conceptual designs to provide context for Council and to explain how the vacated property *might* be used in the future.

Analysis.

The decision to vacate an alley is at the discretion of the Council. There are no required findings or standards that must be met. Rather, Council must make its decision based on whatever factors it finds most relevant to the public interest and provide due process. Council has considered (and approved) three previous alley vacation requests in the last, roughly, 10 years, all related to hotel or lodging uses (e.g., The Cloudveil, Hotel Jackson, and Rustic Inn). In each of those cases, the alleys were short, dead-end alleys that did not connect to any other properties. The Cloudveil hotel was unique in that it *replaced* a vacated substandard 10'-wide alley with a full

20'-wide public alley. The current applicant is requesting the vacation of an entire 20'-wide alley that serves a full Town block and connects two streets.

In providing support for their request, the applicant states, among other things, that the benefit of the alley vacation would be to facilitate a more "holistic design approach to the entire development," will create a "higher-quality asset and architectural gateway to the Town of Jackson," and that they "will incur all cost to relocate the utilities out of the alley." The applicant also states that they are willing to deed restrict a certain number of housing units for Town employees.

From the Planning Department's perspective, the Planning Director has the following general comments:

- If approved, this would be the first time the Town has vacated an entire alley (in recent memory).
- Based on preliminary analysis from the Town Engineer, all Town utilities (e.g., water, sewer, Cache Creek Tube, etc.) should be able to be safely relocated from the alley to the surrounding public ROW.
- The Fire Department stated that it has no formal objection to the alley being vacated.
- If the vacation is not approved, there are other ways for the applicant to accomplish some of their development goals, such as requesting an Encroachment / Easement Agreement(s) to allow an underground garage under the Town's alley and/or to allow elevated walkways over the alley to connect detached buildings. (Of course, Council is not required nor guaranteed to approve such agreements.)
- The proposed hotel development would be located in a highly visible site on the Town's northern gateway entrance. This northern gateway area has been identified for significant visual enhancement in the Comprehensive Plan and is currently subject to an ongoing streetscape enhancement project by Public Works.

In addition, staff has identified some potential benefits and concerns related to the requested alley vacation:

- Potential benefits of the alley vacation
 - Cost saving to the Town of no longer having to maintain the alley (e.g., snow plowing, surface maintenance, etc.)
 - Given that the applicant currently owns all property adjacent to the alley, loss of the alley primarily impacts the applicant.
- Potential concerns with the alley vacation
 - Once vacated and sold, the Town permanently loses all future benefits of the use of the alley, which could be a problem or constraint if the property redevelops in the future and no internal access to the site exists.
 - Approval could create precedent or expectation from other large developers that alleys or other parts of the public ROW should be vacated to accommodate new development.
 - The existing alley bisects the block into at least two distinct building sites or buildings. Loss of the alley would potentially enable the development of one massive building which would arguably be contrary to the Design Guidelines and community character goals of the Town.
 - Vacating the alley would increase development potential of the site by approximately 8,000 sf of lodging use, although the applicant has indicated that this is not their goal and that their preferred option does not include additional floor area. Regardless, the vacation would result in additional floor area unless the Council specifically conditions approval that additional floor area is not included with the vacation. In staff's opinion, considering that the existing site is approximately 2.9 acres, which is large enough already to accommodate a very large hotel/condominium project, the additional floor area does not appear to be necessary. The

additional floor area could also make it harder to meet the LDRs and Design Guidelines in terms of community character and breaking up the mass of larger buildings.

- Vacating the alley would eliminate internal vehicular circulation, potentially hindering safe and efficient off-street deliveries by large trucks to the site. This is especially true in this congested location where significant traffic delays and backups are common in the summer months on North Cache and where heavy truck traffic is present along the busy “truck route” on Mercill Avenue.
- If WDOT prohibits vehicular access to the site from North Cache Street, as they have indicated they will do, then the alley would become much more important as a circulation route to and from the site and would minimize potential negative impacts to the Town’s roads surrounding the site.

Town staff from the Planning, Public Works, Legal, and Fire Departments have reviewed the vacation request. While no formal objections have been provided by any of these departments, there are still a number of concerns that would need to get resolved. Most of those concerns would be addressed if Council provides support for the vacation at this meeting and directs staff to move forward with all final preparations for the vacation. Staff’s general conclusion is that the public benefits of the vacation, as provided by the applicant, do not outweigh the negative impacts of losing the alley.

Key Questions:

1. Is Council willing to further consider vacating this alley?
2. If so, are there any special terms or conditions the Council wants the applicant to meet or staff to address as part of finalizing the necessary documents to vacate the alley?
3. Does the Council need additional information to make a decision today?

Possible Alternatives.

If Council denies the alley vacation request, there are other ways for applicant to accomplish some of their development goals, such as requesting Easement / Encroachment Agreement(s) to allow, for example, an underground garage under the Town’s alley or elevated walkways over the alley to connect detached buildings.

Comprehensive Plan.

The Comprehensive Plan does not say much about the desired use of the public ROW or public property in general, but the following policies may be relevant to the Council’s alley vacation request.

Policy 7.1.d: Maximize interconnection, redundancy, and hierarchy in the transportation network. The development of an interconnected and redundant network is critical to the assurance of a safe, efficient, and complete transportation system. In the event of a closure due to a hazard, redundancy will ensure access between locations in the community. Single occupancy vehicle capacity should only be added for health and safety. The Town and County will consider the need for interconnection, redundancy, and hierarchy when planning for our transportation network.

Policy 4.4.b: Enhance Jackson gateways. The Town gateways play a special role in setting the community tone and atmosphere for the millions of guests that visit Jackson every year. Town will create a common Vision for these areas, with an emphasis on bridges and waterway features. Town will work to improve visual appeal in the public realm and encourage aesthetic improvements on private property in gateway areas. Public art

projects that reflect the community, environment and character of Jackson will be encouraged to provide unique and interesting gateway enhancements.

Fiscal Impact.

Should the Council choose to vacate this alley as proposed, the Town would need to await the results of an appraisal before the Fair Market Value of the alley would be determined. The Council should also consider what type of consideration it would prefer in exchange for the sale of the alley. For example, in lieu of a cash payment, the applicant has offered alternatives such as employee housing units that they own or that are in the review process for development. The Town would also be relieved of all future costs related to the maintenance of the alley.

Staff Impact.

The amount of staff time to review, meet with the applicant, research, and write this report including future work to send final letters is roughly 25 hours.

Attachments or Links.

Department Reviews
Applicant Submittal
Petition to Vacate Alley

Suggested Motion.

I move to direct staff to:

1. Order an appraisal of the alley located in the block bounded by North Cache Street, Mercill Avenue, North Glenwood Avenue, and Perry Street (P22-115), and
2. Prepare all necessary documentation associated with potentially vacating said alley, and
3. Include the following terms and conditions in the documents
 - a. _____,
 - b. _____
 - c. Etc.
4. Place the vacation of said alley as an item on a future Council agenda for Council's review and consideration

All of which shall be subject to the departmental reviews and this staff report dated October 3, 2022.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: Jackson- North Cache Hotel/Multi- Use Development
Physical Address: _____
Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: Mogul Hospitality Partners - Jackson, LLC Phone: 435-709-1004
Mailing Address: PO Box 998, Midway, UT ZIP: 84049-0998
E-mail: bradw@mogulcapital.com

APPLICANT/AGENT.

Name: Mogul Hospitality Partners - Jackson, LLC Phone: 602-885-2342
Mailing Address: PO Box 998, Midway, UT ZIP: 84049-0998
E-mail: rachell@mogulcapital.com

DESIGNATED PRIMARY CONTACT.

____ Property Owner ☒ Applicant/Agent

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

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

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

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

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

Have you attached the following?

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

☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

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

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

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

Rachel Lambert
Signature of Property Owner or Authorized Applicant/Agent
Rachel Lambert
Name Printed

05/02/2022
Date
VP of Construction
Title

N. Cache Hotel and Residences

04/12/22

Project Narrative

Lot Info:

Address:

- 325, 335, 345, 355, & 375 N Cache Street
- 45, & 65 Mercill Ave
- 330, 350, 360, 370, & 390 N Glenwood Street

PIDN:

- 325 N Cache Street - 22-41-16-28-4-03-009
- 335 N Cache Street - 22-41-16-28-4-03-005
- 345 N Cache Street - 22-41-16-28-4-03-013
- 355 N Cache Street - 22-41-16-28-4-03-004
- 375 N Cache Street - 22-41-16-28-4-03-001
- 45 Mercill Ave. - 22-41-16-28-4-03-011
- 65 Mercill Ave. - 22-41-16-28-4-03-012
- 330 N. Glenwood Street - 22-41-16-28-4-03-008
- 350 N. Glenwood Street - 22-41-16-28-4-03-007
- 360 N. Glenwood Street - 22-41-16-28-4-03-006
- 370 N. Glenwood Street - 22-41-16-28-4-03-003
- 390 N. Glenwood Street - 22-41-16-28-4-03-002

Area:

- 325 N Cache Street - .30 Acres
- 335 N Cache Street - .15 Acres
- 345 N Cache Street - .15 Acres
- 355 N Cache Street - .30 Acres
- 375 N Cache Street - .30 Acres
- 45 Mercill Ave. - .14 Acres
- 65 Mercill Ave. - .19 Acres
- 330 N. Glenwood Street - .45 Acres
- 350 N. Glenwood Street - .16 Acres
- 360 N. Glenwood Street - .16 Acres
- 370 N. Glenwood Street - .17 Acres
- 390 N. Glenwood Street - .48 Acres
-



ATTACHMENT "C" LETTER OF AUTHORIZATION
 DONOVAN RYAN PROPERTIES, LLC/MOGUL HOSPITALITY PARTNERS, LLC
 Town of Jackson 65 MERCILL AVE, JACKSON WY 83001
 150 E Pearl Avenue OCTOBER 23, 2021
 PO Box 1687, Jackson, WY 83001
 P: (307)733-3992 F: (307)739-0919
 www.jacksonwy.gov

Date: November 5, 2021

LETTER OF AUTHORIZATION**NAMING APPLICANT AS OWNER'S AGENT**

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual

Being duly sworn, deposes and says that DONOVAN RYAN PROPERTIES, LLC is the owner in fee of the premises located at:

Address of Premises: 65 MERCILL AVENUE, JACKSON, WY 83001

Legal Description: LOT 11, PT LOT 12, BLK. 3, JONES, PIDN#22-41-16-28-4-03-012

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Mogul Hospitality Partners - Jackson, LLC

Mailing address of Applicant/agent: Mogul Hospitality Partners - Jackson, LLC, PO Box 998, Midway, UT 84049

Email address of Applicant/agent: rachell@mogulcapital.com

Phone Number of Applicant/agent: Rachell (602) 885-2342

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified in this(these) application(s) at the premises listed above:

- ☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application
☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application
☐ Demolition Permit ☐ Other (describe) _____

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

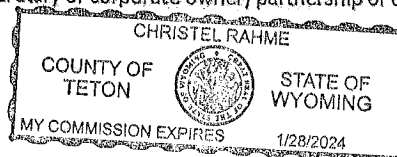
Property Owner Signature

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

STATE OF WYOMING

COUNTY OF TETON

) SS.



The foregoing instrument was acknowledged before me by Amy RYAN this 15th day of NOVEMBER, WITNESS my hand and official seal.

Christel Rahme

Notary Public

My commission expires:

1/28/24

MR AKR6W



Town of Jackson Planning and Building Department

**LETTER OF AUTHORIZATION
NAMING APPLICANT AS OWNER'S AGENT**

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual

Being duly sworn, deposes and says that Jon E. Cohen, Principal is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 390 N. Glenwood Street Jackson, WY 83001

Legal Description: PT. LOT 18, ALL LOT 19 & 20, BLK 3, JONES, PIDN 22-41-16-28-4-03-002
Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Mogul Hospitality Partners - Jackson

Mailing address of Applicant/agent: PO Box 998 Midway, UT 84049

Email address of Applicant/agent: rachell@mogulcapital.com

Phone Number of Applicant/agent: (602) 885-2342

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified in this(these) application(s) at the premises listed above:

☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application

☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit

☐ Demolition Permit ☐ Other (describe) _____

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

Property Owner Signature: _____

Member

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

STATE OF MA)
COUNTY OF Norfolk) SS.

The foregoing instrument was acknowledged before me by Jon E. Cohen this 10 day of November, 2021.

WITNESS my hand and official seal.

Notary Public



**MARIA PAULA BAUTISTA
CUELLAR**
Notary Public
Commonwealth of Massachusetts
My Commission Expires April 1, 2027

My commission expires: April, 2027



11/16/21

LETTER OF AUTHORIZATION SIDE LETTER

I, the undersigned, as a company officer of Mogul Hospitality Partners – Jackson, LLC ("Mogul"), do hereby agree that the letter of authorization to be signed by Newport Hotel Group ("Newport") is subject to the following provisions:

1. Mogul will not commit the Cache Creek property to any development project or zoning changes prior to Mogul closing the acquisition of the property from Newport
2. If the proposed transaction between Mogul and Newport is terminated, Mogul will remove the Cache Creek property from the development application

Mogul Hospitality Partners – Jackson, LLC

By: _____

Name: Brad Wagstaff

Title: CEO

Newport Hotel Group

By: _____

Name: Jon Cohen

Title: MANAGER

A O



**415 Jackson St, Suite 100
San Francisco, CA 94111
T 415/673-8990**

SCG Summit Consulting Group

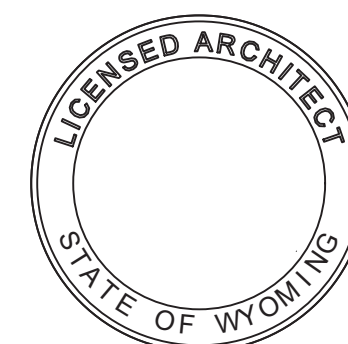
Jackson Hotel Residence

Conceptual

JACKSON, WYOMING

Owner
MOGUL CAPITAL
210 E MAIN ST.
MIDWAY, UT 84049

NOT FOR CONSTRUCTION



Issued
Conceptual

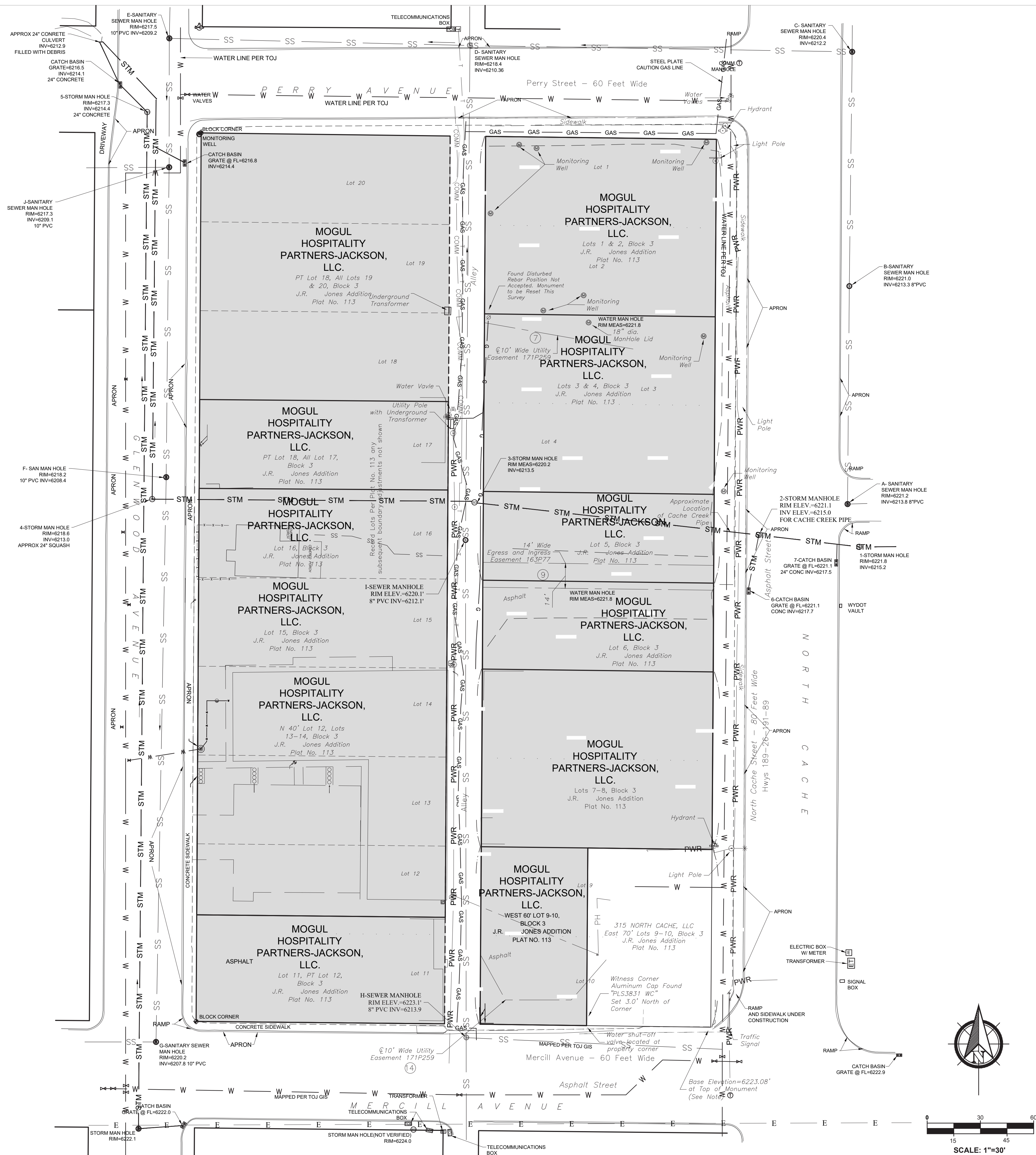
[illegible]

Sheet Title

EXISTING CONDITIONS
SITE PLAN

Sheet No.

C 101



GENERAL NOTES:

THIS SURVEY IS A COMPILED OF SURVEYS PERFORMED BY PIERSON LAND WORKS LLC IN 2016 AND ONSIGHT LAND SURVEYING IN 2002. BADGER AERIAL MAPPING AND SURVEYING PERFORMED A FIELD SURVEY ON SEPTEMBER 30, 2020 OF THE AREAS BETWEEN BACK OF SIDEWALK ON BLOCK 3 TO THE TOP BACK OF CURBING ACROSS ADJACENT STREETS. SPOT ELEVATIONS WERE ALSO PROVIDED WITHIN BLOCK 3. IMAGERY WAS CAPTURED VIA UAV AND GEO-REFERENCED INTO THE DRAWING VIA GROUND CONTROL POINTS.

1. ALL BADGER POINTS ARE IN WYOWEST STATE PLANE GRID NORTH NAD 83 HORIZONTAL.
2. VERTICAL DATUM IS NAVD88 BASED ON THE PLW SURVEY USING THE BENCHMARK AS SHOWN ON THE SOUTHEAST CORNER OF BLOCK 3.
OSLS SPOT ELEVATIONS ARE ON AN ASSUMED DATUM. FOR REFERENCE, THE DIFFERENCE BETWEEN THE ELEVATIONS IS APPROX 118.4 FEET.
SPOT ELEVATION ON LAYER B_SPOT_ELEV. SITE CONDITIONS IN SOME AREAS MAY MAKE THE OSLS IRRELEVANT.

PLEASE REFER TO LAYER B_SPOT_TEXT FOR MOST CURRENT CONDITIONS.
ALL FLOWLINE CURB, TOP BACK OF CURB AND CENTERLINE ROADS ARE DRAFTED AS 3D POLYLINES.
3. PLW SURVEY WAS BEST FIT TO BADGER FOUND MONS. THE BEARINGS AS SHOWN DO NOT REREPRESENT THE CORRECT BEARINGS. THEY ARE ROTATED
4. OSLS SURVEY WAS ROTATED INTO DRAWING BASED ON THE SOUTH AND WEST ALLEY CORNER OFFSET FROM THE EAST ALLEY TANGENT FROM THE NORTH FOUND MON ON PERRY TO THE PK WITH SHINER ON THE SOUTH END. BEARING BREAKS WERE IGNORED FROM PLW SURVEY AND LOTS ON THE WEST BLOCK FIT.
5. UNSURVEYED LOT LINES WERE PRORATED INTO THE BLOCK USING BOUNDARY DATA FROM OSLS TOPOGRAPHIC SURVEY. NO BOUNDARY RESOLUTION HAS BEEN COMPLETED ON THE WEST PORTION OF BLOCK 3.
6. BUILDING TIES FOR THE ENCROACHMENT OF STRUCTURE ON LOT 12-14 MATCH WITH THE WEST LINE OF THE ALLEY.
7. THE EXTERIOR OF BLOCK 3 HAS BEEN SURVEYED AND ALL EXTERIOR BLOCK MONUMENTS WERE FOUND AND CHECK REASONABLY WELL WITH RECORD.
8. BADGER AERIAL MAPPING AND SURVEYING DOES NOT ASSUME RESPONSIBILITY FOR UTILITY LOCATIONS, BOUNDARY, EASEMENTS, AND ANY OTHER INFORMATION AS PROVIDED FOR BY PIERSON LAND WORKS OR ONSIGHT LAND SURVEYING. LAYERS PREFIXED BY B_ ARE MAPPED PER THE BADGER SEPTEMBER 30, 2020 SURVEY. SOME FEATURES FROM PREVIOUS SURVEYS HAVE BEEN REMOVED AS THEY WERE CONFIRMED TO NOT EXIST AT THE TIME OF THE BADGER SURVEY.
9. DRAWING UPDATED 2021-01-11 WITH INVERTS AND TOWN OF JACKSON GIS AS-BUILT LINEWORK.

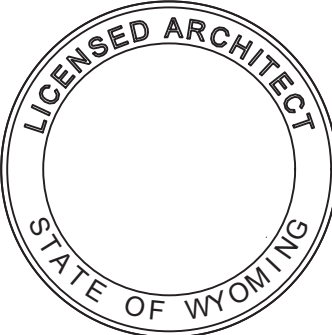


- GENERAL NOTES:**
- THIS SURVEY IS A COMPILATION OF SURVEYS PERFORMED BY PIERSON LAND WORKS LLC IN 2016 AND ONSIGHT LAND SURVEYING IN 2002. BADGER AERIAL MAPPING AND SURVEYING PERFORMED A FIELD SURVEY ON SEPTEMBER 30, 2020 OF THE AREAS BETWEEN BACK OF SIDEWALK ON BLOCK 3 TO THE TOP BACK OF CURBING ACROSS ADJACENT STREETS. SPOT ELEVATIONS WERE ALSO PROVIDED WITHIN BLOCK 3. IMAGERY WAS CAPTURED VIA UAV AND GEO-REFERENCED INTO THE DRAWING VIA GROUND CONTROL POINTS.
- ALL BADGER POINTS ARE IN WYOWEST STATE PLANE GRID NORTH NAD 83 HORIZONTAL.
 - VERTICAL DATUM IS NAVD88 BASED ON THE PLW SURVEY USING THE BENCHMARK AS SHOWN ON THE SOUTHEAST CORNER OF BLOCK 3. OSLS SPOT ELEVATIONS ARE ON AN ASSUMED DATUM. FOR REFERENCE, THE DIFFERENCE BETWEEN THE ELEVATIONS IS APPROX 118.4 FEET. SPOT ELEVATION ON LAYER B_SPOT_ELEV. SITE CONDITIONS IN SOME AREAS MAY MAKE THE OSLS IRRELEVANT.
 - PLEASE REFER TO LAYER B_SPOT_TEXT FOR MOST CURRENT CONDITIONS. ALL FLOWLINE CURB, TOP BACK OF CURB AND CENTERLINE ROADS ARE DRAFTED AS 3D POLYLINES.
 - PLW SURVEY WAS BEST FIT TO BADGER FOUND MONS. THE BEARINGS AS SHOWN DO NOT REREPRESENT THE CORRECT BEARINGS. THEY ARE ROTATED
 - OSLS SURVEY WAS ROTATED INTO DRAWING BASED ON THE SOUTH AND WEST ALLEY CORNER OFFSET FROM THE EAST ALLEY TANGENT FROM THE NORTH FOUND MON ON PERRY TO THE PK WITH SHINER ON THE SOUTH END. BEARING BREAKS WERE IGNORED FROM PLW SURVEY AND LOTS ON THE WEST BLOCK FIT.
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 - DRAWING UPDATED 2021-01-11 WITH INVERTS AND TOWN OF JACKSON GIS AS-BUILT LINWORK.

Jackson Hotel Residence
Conceptual
JACKSON, WYOMING

Owner
MOGUL CAPITAL
210 E MAIN ST.
MIDWAY, UT 84049

NOT FOR CONSTRUCTION



Issued
Conceptual

No.	Description	Date

Sheet Title

EXISTING CONDITIONS
SITE PLAN
AERIAL

Sheet No.



415 Jackson St, Suite 100
San Francisco, CA 94111
T 415/673-8990

SCG Summit Consulting Group

Jackson Hotel Residence

Conceptual
JACKSON, WYOMING

Owner
MOGUL CAPITAL
210 E MAIN ST.
MIDWAY, UT 84049

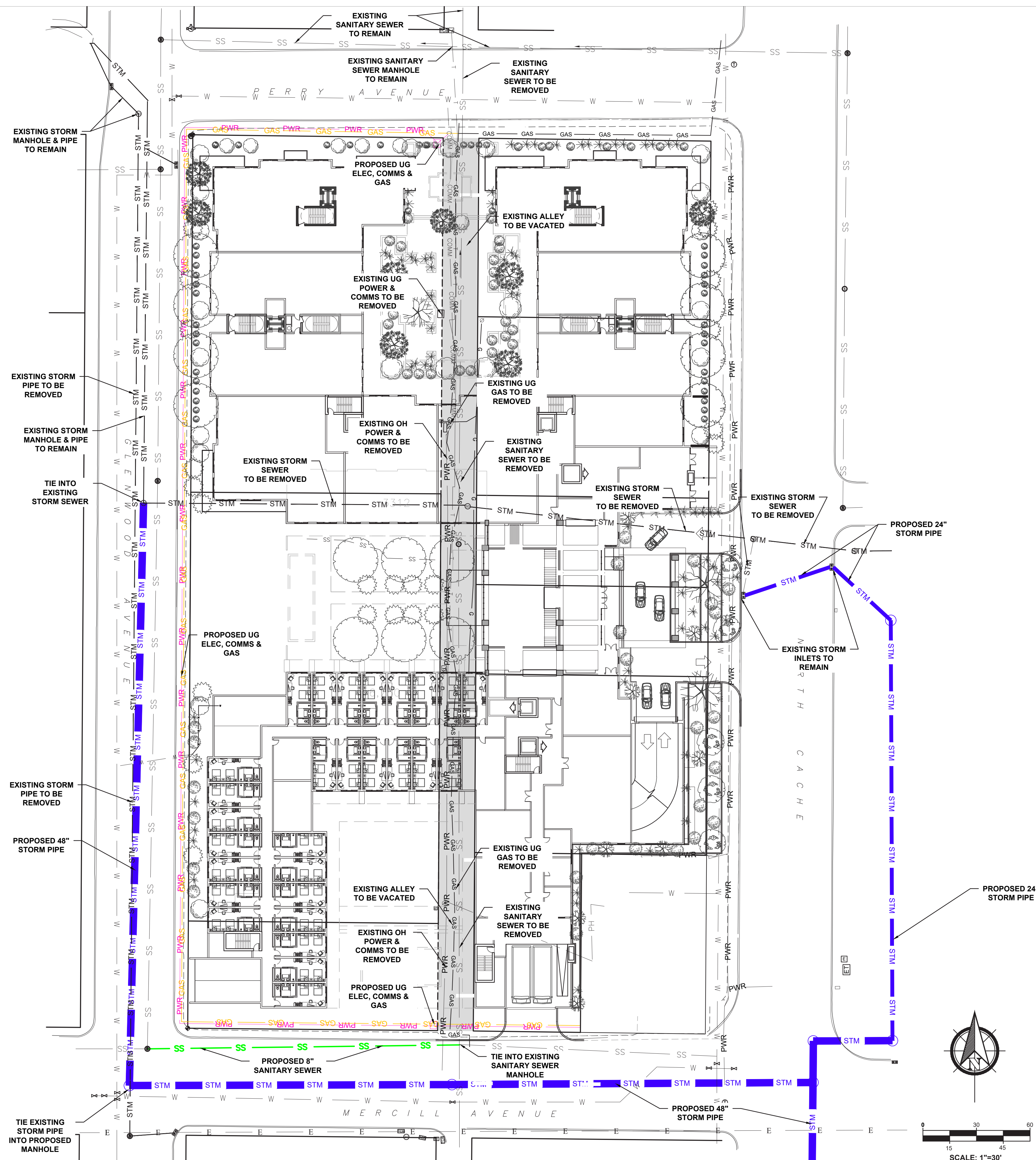
NOT FOR CONSTRUCTION

Sheet Title

PROPOSED UTILITY SITE PLAN

Sheet No.

C 103



Brad Wagstaff and Mogul Capital

Managing Partner & Owner - Brad Wagstaff

- 20+ years experience in development, finance, investment, and acquisitions
- Wharton MBA with emphasis in Finance
- Prior to forming Mogul Capital, Mr. Wagstaff worked for seven years as Investment Analyst and Manager for Intel Capital, Intel Corporation's Venture Capital Group
 - Managed \$300M R&D Budget
 - Executed Over \$100M of equity investments, acquisitions, and partnerships

Mogul Capital

Formed in 2005 as a specialty real estate development fund focused on opportunistic development and investment transactions

- Acquired, developed and invested in over \$610 million of real estate projects
 - \$330M Hotel Portfolio over 5 brands of Hilton and Marriott
 - \$140M Land Assemblage (Jackson, WY; Fremont, CA; Santa Clara, CA)
 - \$60M Single tenant Retail Development Projects
 - \$40M Multi-Family apartment complexes
 - \$20M in Car Wash Portfolio
 - \$20M in Ski/Golf and Single-Family Projects
- Executed over \$285 million in equity, debt and sale-leaseback financings
- Marriott and Hilton approved franchisee



221-Key Courtyard – Hawthorne, CA



133-Key TownePlace Suites – Hawthorne, CA



147-Key Hilton Garden Inn – Redondo, CA



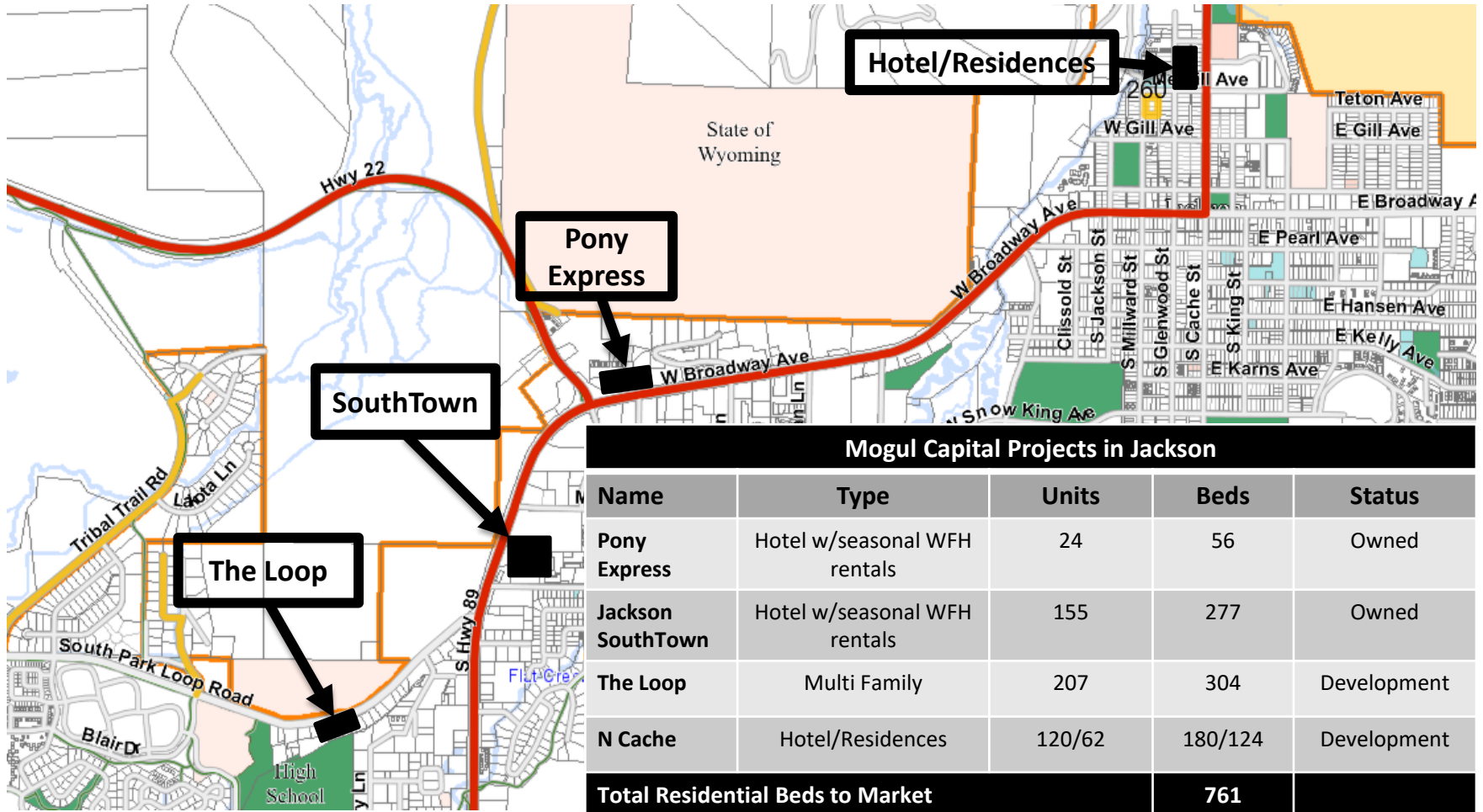
172-Key Residence Inn – Redondo, CA



184-Key Homewood Suites – Redondo, CA



Mogul Capital in Jackson



South Park Loop Road Project Rendering



3

OVERALL FRONT PERSPECTIVE

SCALE:



5

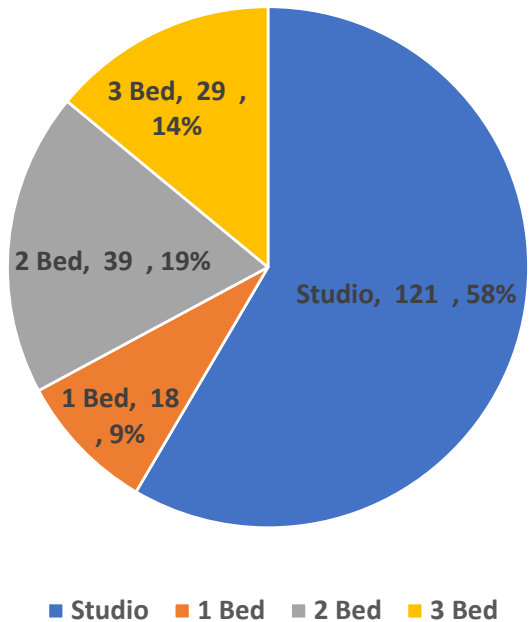
OVERALL REAR PERSPECTIVE

SCALE:

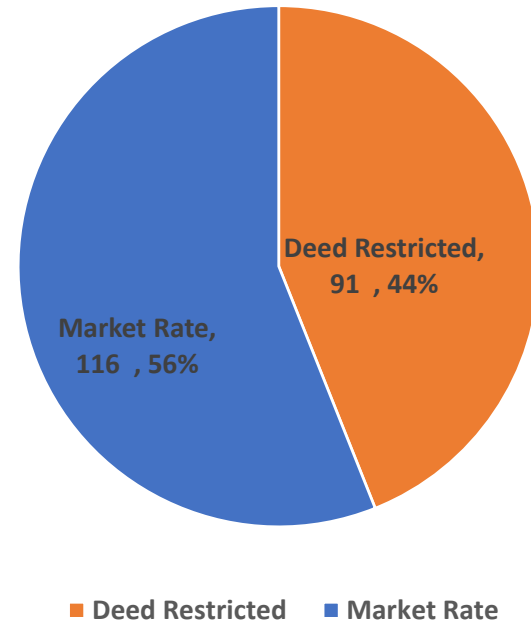
South Park Loop Road Project Summary

- The Loop Apartments will offset workforce housing requirements at N Cache project
- N Cache project housing requirements will be offsite at The Loop

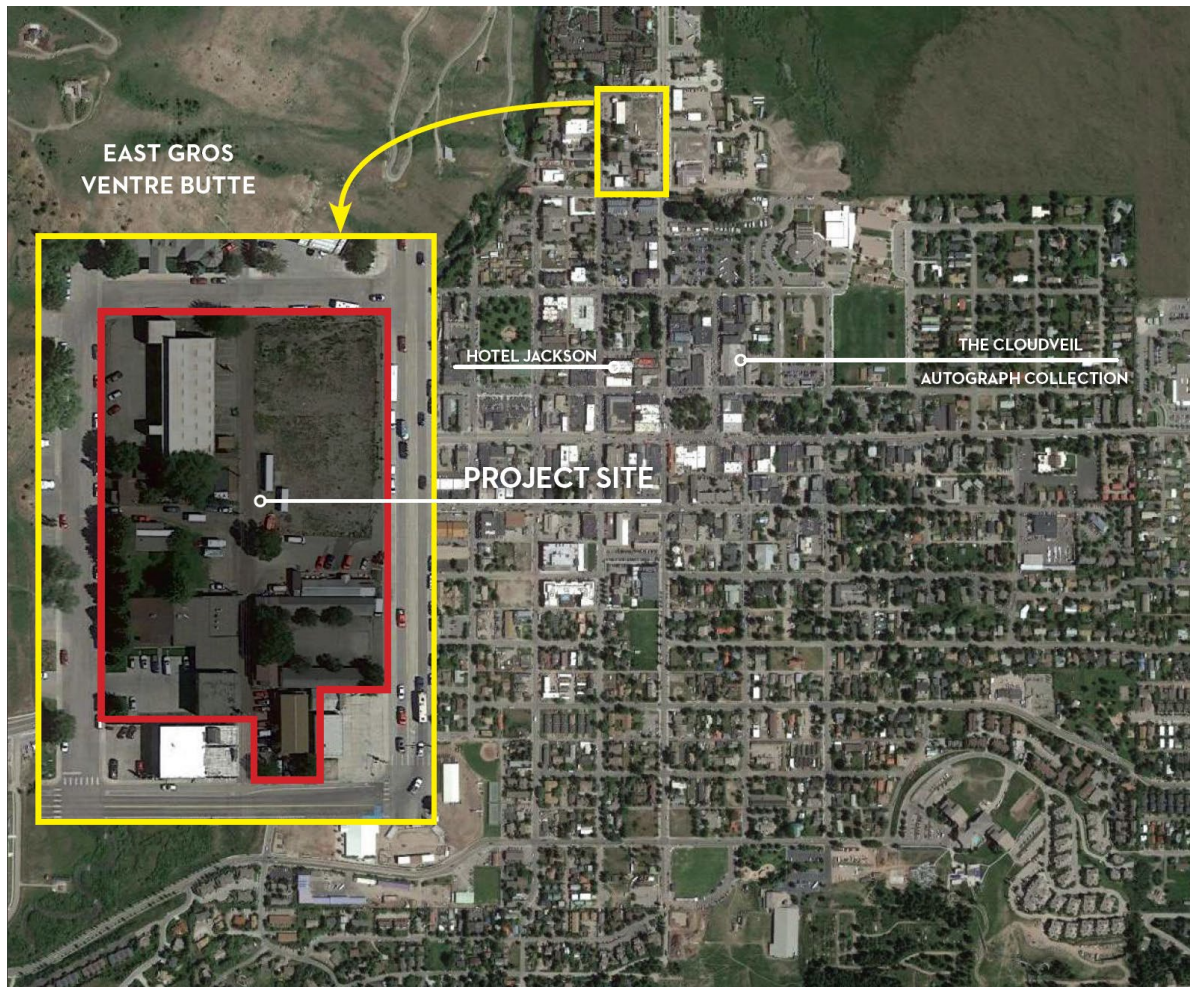
Unit Count by Bed Type



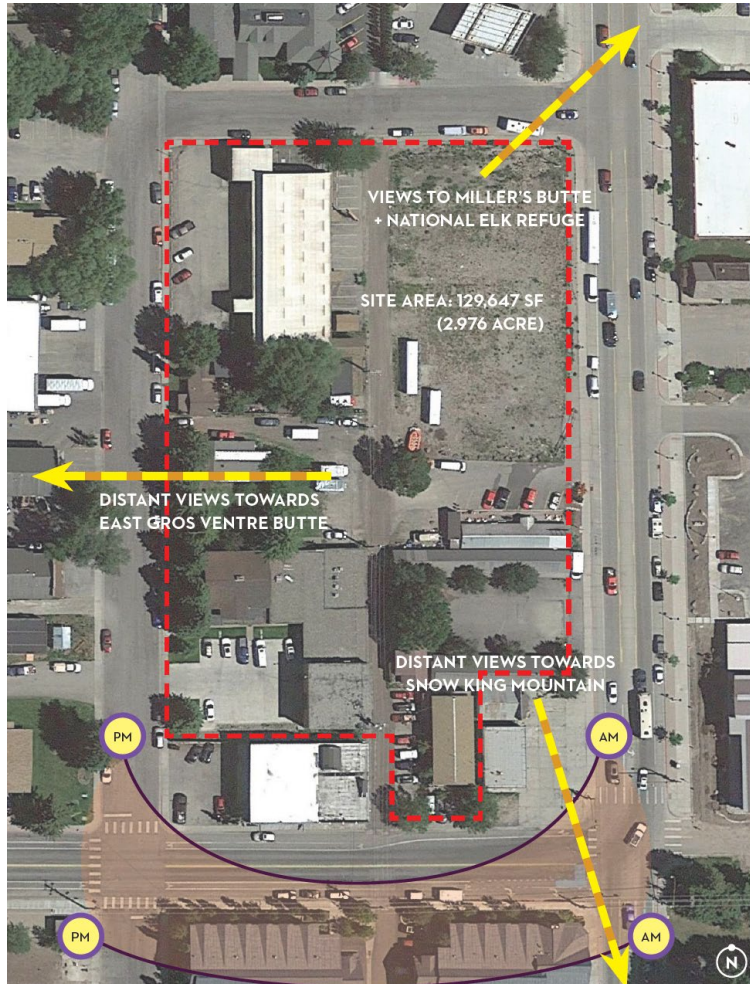
Units by Deed Restricted and Market



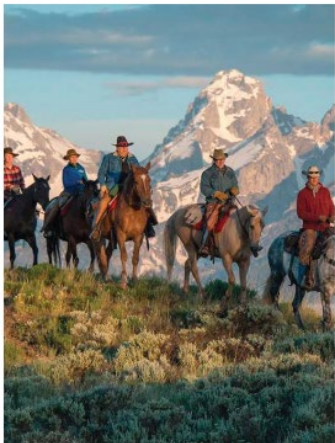
Town of Jackson Map and Project Location



N Cache Project Block



Mood Board



Town of Jackson Benefits for Alley Vacation

- Alley way primary purpose is to provide access to the lots on the block
 - Developer owns/controls all lots adjacent to alley way
 - Developer will incur all cost to relocate utilities out of alley way
- Gateway Project Architectural and Design Benefits
 - Holistic design approach to entire development through articulation, materiality and color palette that deconstructs mass as multiple cohesive buildings that are conversant with the Town character
 - Higher-quality asset and architectural gateway to the Town of Jackson
 - Public realm and space provided through enhanced landscape in North Cache
 - Intentional porte cochere and driveway to alleviate vehicular traffic
 - Compelling pedestrian connectivity to Town Square
- Deed restricted affordable housing units for Town of Jackson employees
 - Mogul Capital will deed restrict an equivalent number of units to the Town of Jackson for employee housing
 - Fair Market Value of Alley Way divided by housing authority value of deed restricted affordable units

JACKSON, WY - N CACHE CONCEPT SITE PLANS



SITE AREA:
"GROSS SITE AREA"

DEFINITION: "GROSS SITE AREA IS THE AREA OF THE LOT OF RECORD OR SITE AS DETERMINED BY A CERTIFIED BOUNDARY SURVEY"
GROSS SITE AREA = 138,075.44 SF (CONFIRM WITH SURVEY AND PREVIOUSLY SUBMITTED DOCUMENTS)

SITE AREA:
"BASE SITE AREA"

BASE SITE AREA IS USED TO CALCULATE, DENSITY, LANDSCAPE SURFACE RATIO, FLOOR AREA RATIO.

DEDUCTIONS PER DEFINITION:
"1. ALL LAND WITHIN EXISTING ROAD EASEMENTS AND PUBLIC ROAD RIGHTS-OF-WAY

2. ALL LAND BETWEEN LEVEES OR BANKS OF RIVERS & STREAMS

3. ALL LAND WITHIN LAKES OR PONDS, WHEN THE SUM OF THE SURFACE AREA OF THE PONDS AND/OR LAKES EXCEEDS ONE ACRE.

4. ALL LAND WHICH HAS PREVIOUSLY COMMITTED AS PERMANENT OPEN SPACE IN ACCORDANCE WIT HTHE STANDARDS OF THESE OR PRIOR LDRS

5. 50% OF LAND WITH NATURAL SLOPES GREATER THAN 25%

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- SKETCH PLAN APPROVAL
- DEVELOPMENT PLAN APPROVAL
- BUILDING PERMIT
- DRC REVIEW

FLOOR AREA FACTORS =

USE:	FLOOR AREA FACTOR:
E.3 MAX (DETERMINED BY EXISTING)	0.46
ADDITIONAL FAR FOR LODGING USE	0.34
	x 0.8

FACADE:

GROUND STORY HEIGHT = 12'-0" MIN, GROUND FLOOR ELEVATION = 0'-5'
GROUND STORY TRANSPARENCY PRIMARY STREET = 40 % MIN.
GROUND STORY TRANSPARENCY SECONDARY STREET = 20 % MIN.
UPPER STORIES TRANSPARENCY = 20 % MIN. (NO MORE THAN 35' OF BLANK WALL ALLOWED ON PRIMARY STREET FACADES. 50' ON SECONDARY.

STEPBACKS:

STEPBACK FOR ANY 3RD STORY ON STREET FACADE = 10'-0" (40% OF FACADE) 60% MAX ENCROACHMENT OF STEPBAC.

MAXIMUM ZONING
HEIGHT & STORIES:

MAXIMUM HEIGHT IF ROOF PITCH IS GREATER THAN 5/12 = 46'
MAXIMUM HEIGHT IF ROOF PITCH IS LESS THAN 5/12 = 42'
STORIES (MAX). = 3 STORIES

LANDSCAPING:

10 % OF SITE AREA, 1 PER 1000 SF MUST BE PLANTED

DENSITY:

DEFINITION: "ON SITES WITH MULTIPLE USES, THE BASE SITE AREA, OR GROSS SITE AREA IN CHARACTER ZONES SHALL BE PRORATED TO DETERMINE THE ALLOWED DENSITY/INTENSITY FOR EACH USE.

- SKETCH PLAN APPROVAL
- DEVELOPMENT PLAN APPROVAL
- BUILDING PERMIT
- DRC REVIEW

DEFINITION:SEE ARTICLE 6 FOR MORE INFORMATION.

USE:
RESIDENTIAL / APARTMENT
PARKING REQUIRED:
1 PER DU IF < 2 BDRMS & <500 SF
1.5 PER DU OTHERWISE

LODGING (CONVENTIONAL)
.75 PER ROOM + 1 PER 150 SF ASSEMBLY AREA

COMMERCIAL RETAIL
COMMERCIAL OFFICE (B)
3.37 PER 1000 SF
2.47 PER 1000 SF

SERVICE
2.25 PER 1000 SF

RESTAURANT / BAR
ASSEMBLY
1 PER 73 SF DINING AREA +
1 PER 40 SF OF BAR REA
(INDEPENDANT CALC) - SEE ABOVE

ON-STREET PARKING ALLOWED. REQUIRED PARKING MAY BE PROVIDED ON-STREET PROVIDED STANDARDS ARE MET OR FEE-IN-LIEU CAN BE UTILIZED AS NEEDED.

DEFINITION: ALL MINOR LOCAL ROADS REQUIRE 60' RIGHT-OF-WAY (MIN)
PAVED TRAVEL WAY = 20' (MIN)

MUST BE ADDRESSED IN SKETCH PLAN APPLICATION AND DEVELPMENT PLAN APPROVALS. REQUIREMENTS OF 6.2.2.E ARE NOT APPLICABLE.

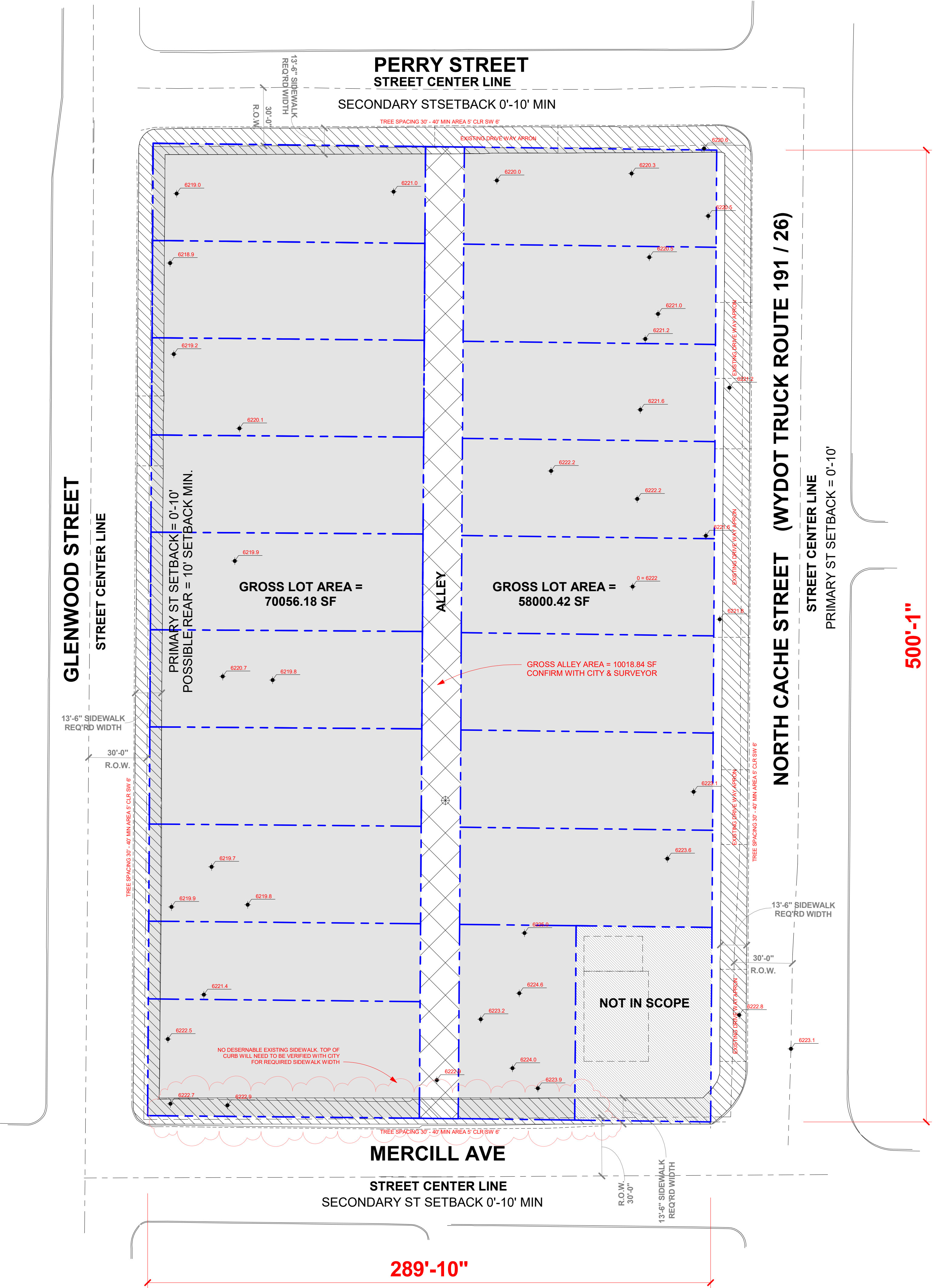
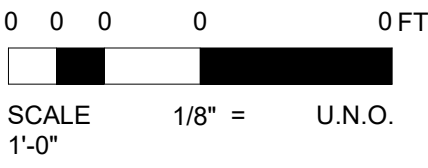
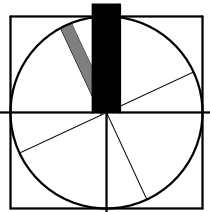
MAXIMUM 24'-0" WIDE

1 BIKE PARKING SPACE PROVIDED FOR EVERY 10 VEHICLE SPACES

SITE PLAN

A MINIMUM SITE AREA REPRESENTING 2.5 % OF THE TOTAL REQUIRED OFF-STREET PARKING AND LOADING AREA SHALL BE PROVIDED FOR SNOW STORAGE

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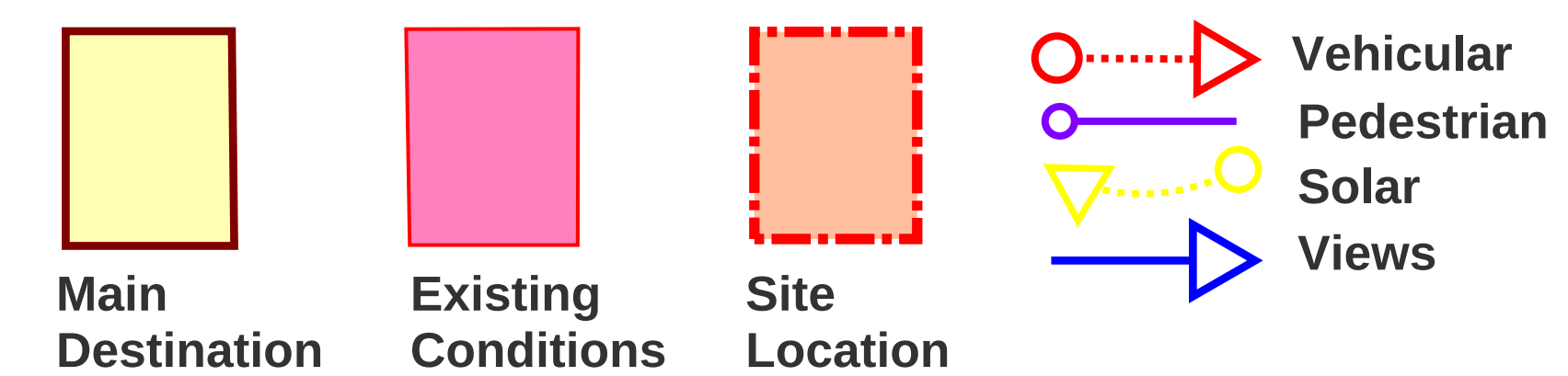
1 SITE PLAN
1" = 30'-0"

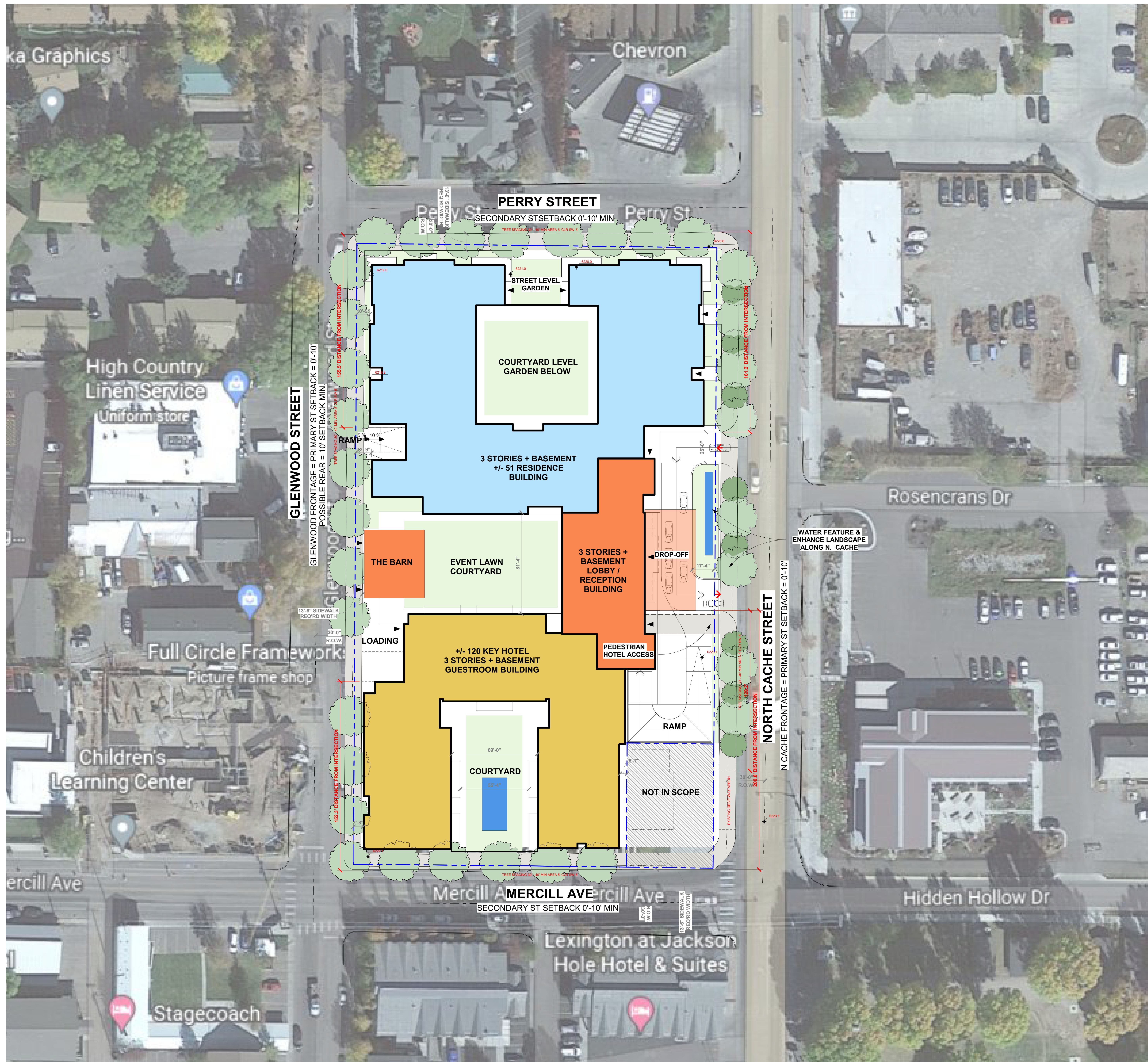


TOWN CENTER



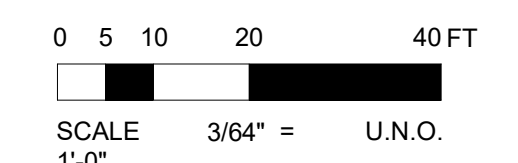
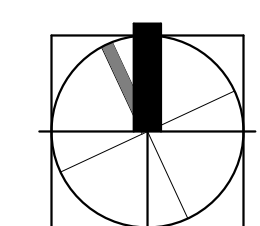
Views





OPT 1 - SITE PLAN

A0-01-6



SITE AREA:
"GROSS SITE AREA"

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2. ALL LAND BETWEEN LEVEES OR BANKS OF RIVERS & STREAMS

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5. 50% OF LAND WITH NATURAL SLOPES GREATER THAN 25%
BASE SITE AREA = 128,056.6 SF (CONFIRM WITH SURVEY AND PREVIOUSLY SUBMITTED DOCUMENTS)

FLOOR AREA:

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C.1 THE MAXIMUM FLOOR AREA ALLOWED ON A SITE SHALL BE THE MAX HABITABLE FLOOR AREA NOT INCLUDING BASEMENT FLOOR AREA DEFINED IN DIV. 9.5"

ALLOWED SITE FLOOR AREA (TO BE VERIFIED FURTHER) ANY STRUCTURE GREATER THAN 13,800 SF MUST HAVE APPROVALS FOR THE FOLLOWING ITEMS:

- SKETCH PLAN APPROVAL
- DEVELOPMENT PLAN APPROVAL
- BUILDING PERMIT
- DRC REVIEW

FLOOR AREA FACTORS =	
USE:	FLOOR AREA FACTOR:
E.3 MAX (DETERMINED BY EXISTING)	0.46
ADDITIONAL FAR FOR LODGING USE	0.34
	x 0.8

FACADE:

GROUND STORY HEIGHT = 12'-0" MIN, GROUND FLOOR ELEVATION = 0'-5"
GROUND STORY TRANSPARENCY PRIMARY STREET = 40 % MIN.
GROUND STORY TRANSPARENCY SECONDARY STREET = 20 % MIN.
UPPER STORIES TRANSPARENCY = 20 % MIN. (NO MORE THAN 35' OF BLANK WALL ALLOWED ON PRIMARY STREET FACADES. 50' ON SECONDARY.

STEPBACKS:

STEPBACK FOR ANY 3RD STORY ON STREET FACADE = 10'-0" (40% OF FACADE) 60% MAX ENCROACHMENT OF STEPBAC.

MAXIMUM ZONING
HEIGHT & STORIES:

MAXIMUM HEIGHT IF ROOF PITCH IS GREATER THAN 5/12 = 46'
MAXIMUM HEIGHT IF ROOF PITCH IS LESS THAN 5/12 = 42'
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10 % OF SITE AREA, 1 PER 1000 SF MUST BE PLANTED

DENSITY:

DEFINITION: "ON SITES WITH MULTIPLE USES, THE BASE SITE AREA, OR GROSS SITE AREA IN CHARACTER ZONES SHALL BE PRORATED TO DETERMINE THE ALLOWED DENSITY/INTENSITY FOR EACH USE.

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- DEVELOPMENT PLAN APPROVAL
- BUILDING PERMIT
- DRC REVIEW

DEFINITION:SEE ARTICLE 6 FOR MORE INFORMATION.

USE:	PARKING REQUIRED:
RESIDENTIAL / APARTMENT	1 PER DU IF < 2 BDRMS & <500 SF
	1.5 PER DU OTHERWISE
LODGING (CONVENTIONAL)	.75 PER ROOM + 1 PER 150 SF ASSEMBLY AREA
COMMERCIAL RETAIL	3.37 PER 1000 SF
COMMERCIAL OFFICE (B)	2.47 PER 1000 SF
SERVICE	2.25 PER 1000 SF
RESTAURANT / BAR	1 PER 73 SF DINING AREA +
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	(INDEPENDANT CALC) - SEE ABOVE

ON-STREET PARKING ALLOWED. REQUIRED PARKING MAY BE PROVIDED ON-STREET PROVIDED STANDARDS ARE MET OR FEE-IN-LIEU CAN BE UTILIZED AS NEEDED.

ROAD /
INFRASTRUCTURE

DEFINITION: ALL MINOR LOCAL ROADS REQUIRE 60' RIGHT-OF-WAY (MIN)
PAVED TRAVEL WAY = 20' (MIN)

LOADING:

MUST BE ADDRESSED IN SKETCH PLAN APPLICATION AND DEVELPMENT PLAN APPROVALS. REQUIREMENTS OF 6.2.2.E ARE NOT APPLICABLE.

DRIVEWAY:

MAXIMUM 24'-0" WIDE

BIKE PARKING:

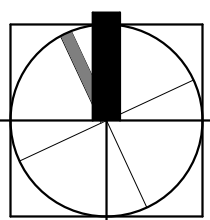
1 BIKE PARKING SPACE PROVIDED FOR EVERY 10 VEHICLE SPACES

SNOW STORAGE:

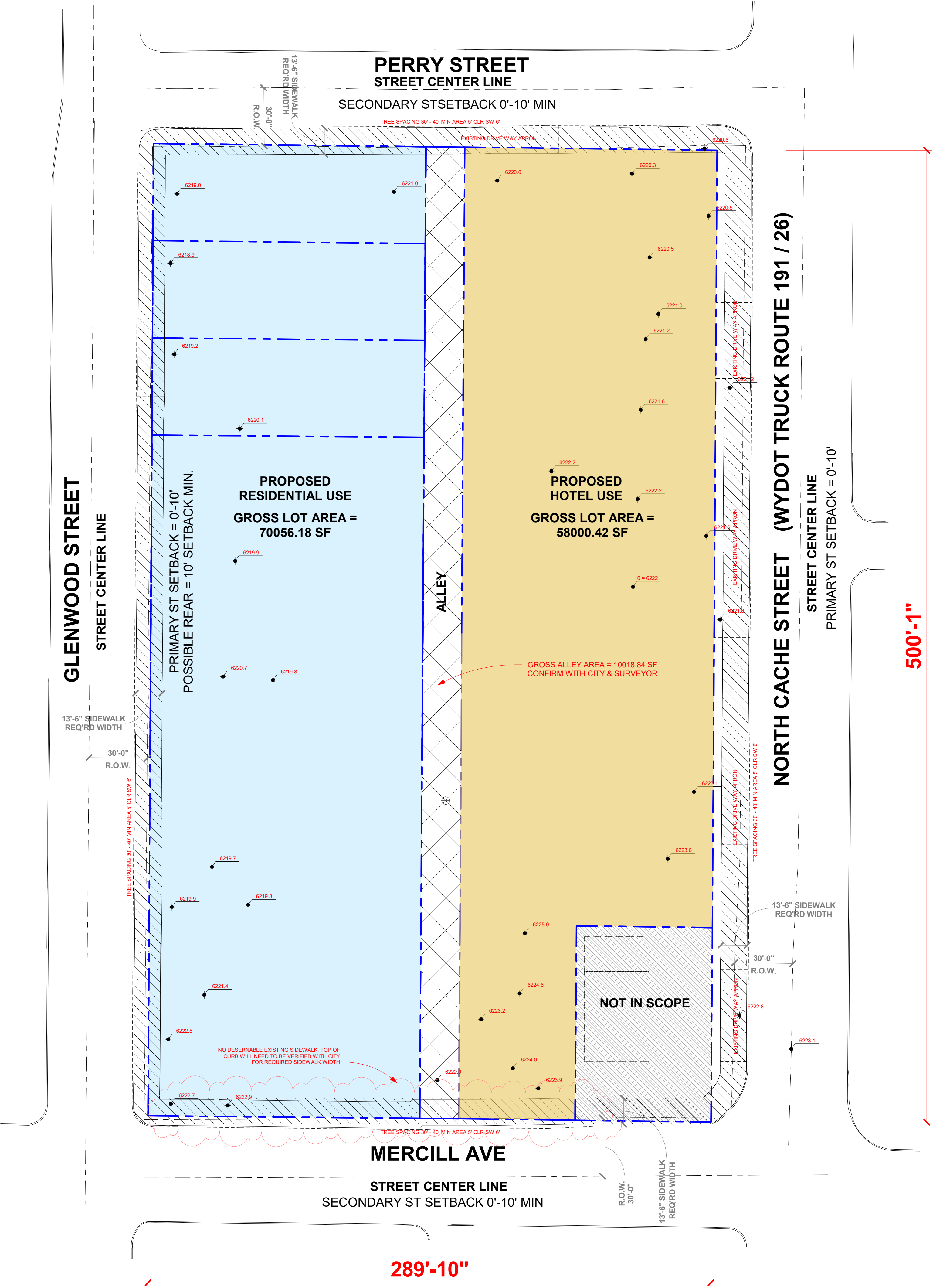
A MINIMUM SITE AREA REPRESENTING 2.5 % OF THE TOTAL REQUIRED OFF-STREET PARKING AND LOADING AREA SHALL BE PROVIDED FOR SNOW STORAGE

SITE PLAN

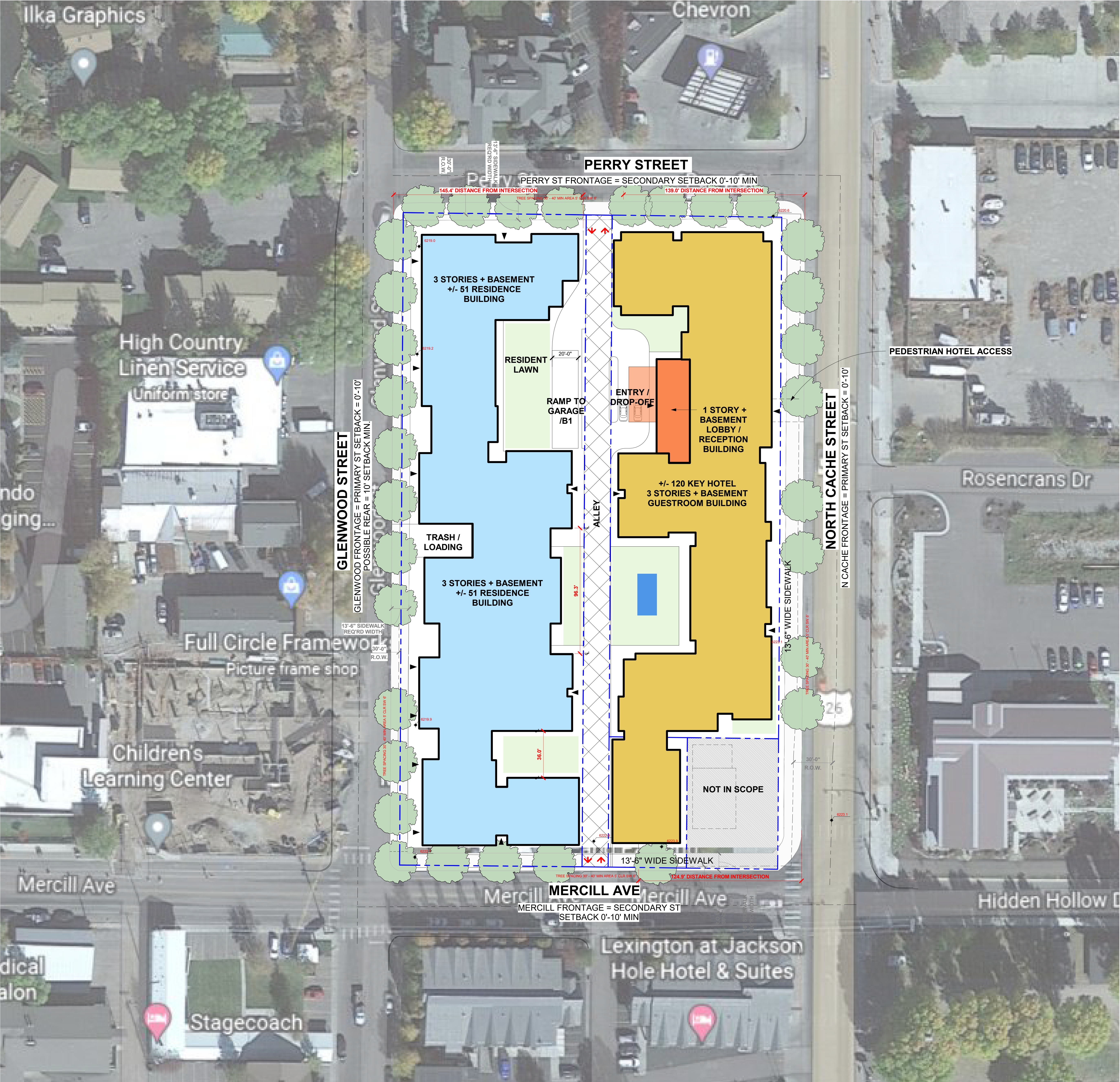
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0 7.5 15 30 60 FT
SCALE 1/32" = 1'-0" U.N.O.

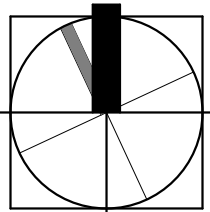


1 SITE PLAN - WITH USE OVERLAYS - MAINTAINING ALLEY OPTION
1" = 30'-0"

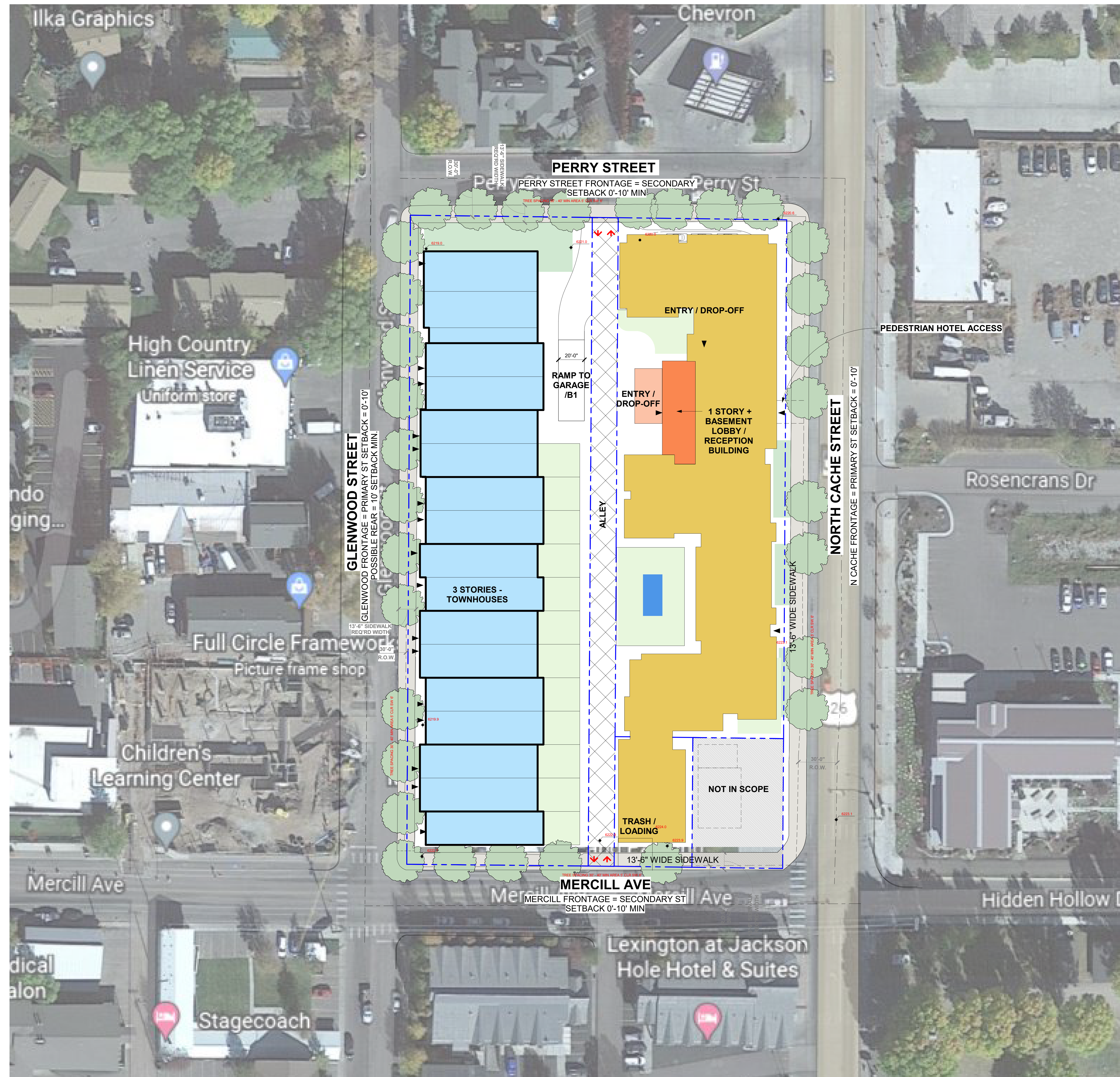


OPT 2 - SITE PLAN

A0-01-7

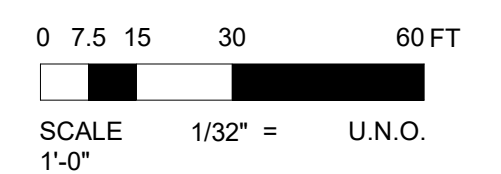
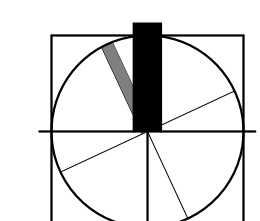


0 7.5 15 30 60 FT
SCALE 1/32" = 1'-0" U.N.O.



OPTION 2B

A0-01-8



JACKSON, WY - N CACHE CONCEPT SITE PLANS

WATG

strategy planning architecture landscape interiors
london | 44 0 20 7906 6600 watg.com



OPT 1 - SITE PLAN

09/27/2022

sheet no.



SITE AREA:
"GROSS SITE AREA"

SITE AREA:
"BASE SITE AREA"

FLOOR AREA:

STEPBACKS:

MAXIMUM ZONING
HEIGHT & STORIES:

LANDSCAPING:

DENSITY:

UNIT COUNT:

AMENITY &
MEETING AREA:
TOTAL FLOOR
AREA:

KEYNOTES / LEGENDS

DEFINITION: "GROSS SITE AREA IS THE AREA OF THE LOT OF RECORD OR SITE AS DETERMINED BY A CERTIFIED BOUNDARY SURVEY"
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• DEVELOPMENT PLAN APPROVAL
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• DRC REVIEW

FLOOR AREA FACTORS =
USE: E.3 MAX (DETERMINED BY EXISTING) ADDITIONAL FAR FOR LODGING USE
FLOOR AREA FACTOR: 0.46 0.34
x 0.8

STEPBACK FOR ANY 3RD STORY ON STREET FACADE = 10'-0" (40% OF FACADE) 60% MAX ENCROACHMENT OF STEPBACK.

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STORIES (MAX). = 3 STORIES

10 % OF SITE AREA, 1 PER 1000 SF MUST BE PLANTED

DEFINITION: "ON SITES WITH MULTIPLE USES, THE BASE SITE AREA, OR GROSS SITE AREA IN CHARACTER ZONES SHALL BE PRORATED TO DETERMINE THE ALLOWED DENSITY/INTENSITY FOR EACH USE.

- SKETCH PLAN APPROVAL
- DEVELOPMENT PLAN APPROVAL
- BUILDING PERMIT
- DRC REVIEW

DEFINITION:SEE ARTICLE 6 FOR MORE INFORMATION.

HOTEL: 134 / 3.17 ACRES = 42 UNITS PER ACRE
CONDO: 51 / 3.17 ACRES = 16 UNITS PER ACRE

TOTAL UNITS PER ACRE = 58 UNITS

HOTEL
LEVEL B1 - 27 HOTEL KEYS
LEVEL 1 - 43 HOTEL KEYS
LEVEL 2 - 64 HOTEL KEYS

CONDO / RESIDENCES
LEVEL B1 - 9 RESIDENCES
LEVEL 1 - 9 RESIDENCES
LEVEL 2 - 10 RESIDENCES
LEVEL 3 - 23 RESIDENCES

TOTAL = 134 HOTEL KEYS
TOTAL UNIT AREA = 62,282 SF

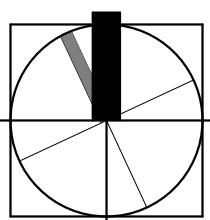
TOTAL = 51 RESIDENCES
TOTAL AREA = 148,000 SF

TOTAL MEETING, LOBBY &
INDOOR AMENITY AREA = 18,722 SF

TOTAL AREA L1 - L3 = 201,221 SF

OPT 1 - LEVEL 1

A0-01



0 0 0 0 0 FT
SCALE 1"= 1/8" U.N.O.

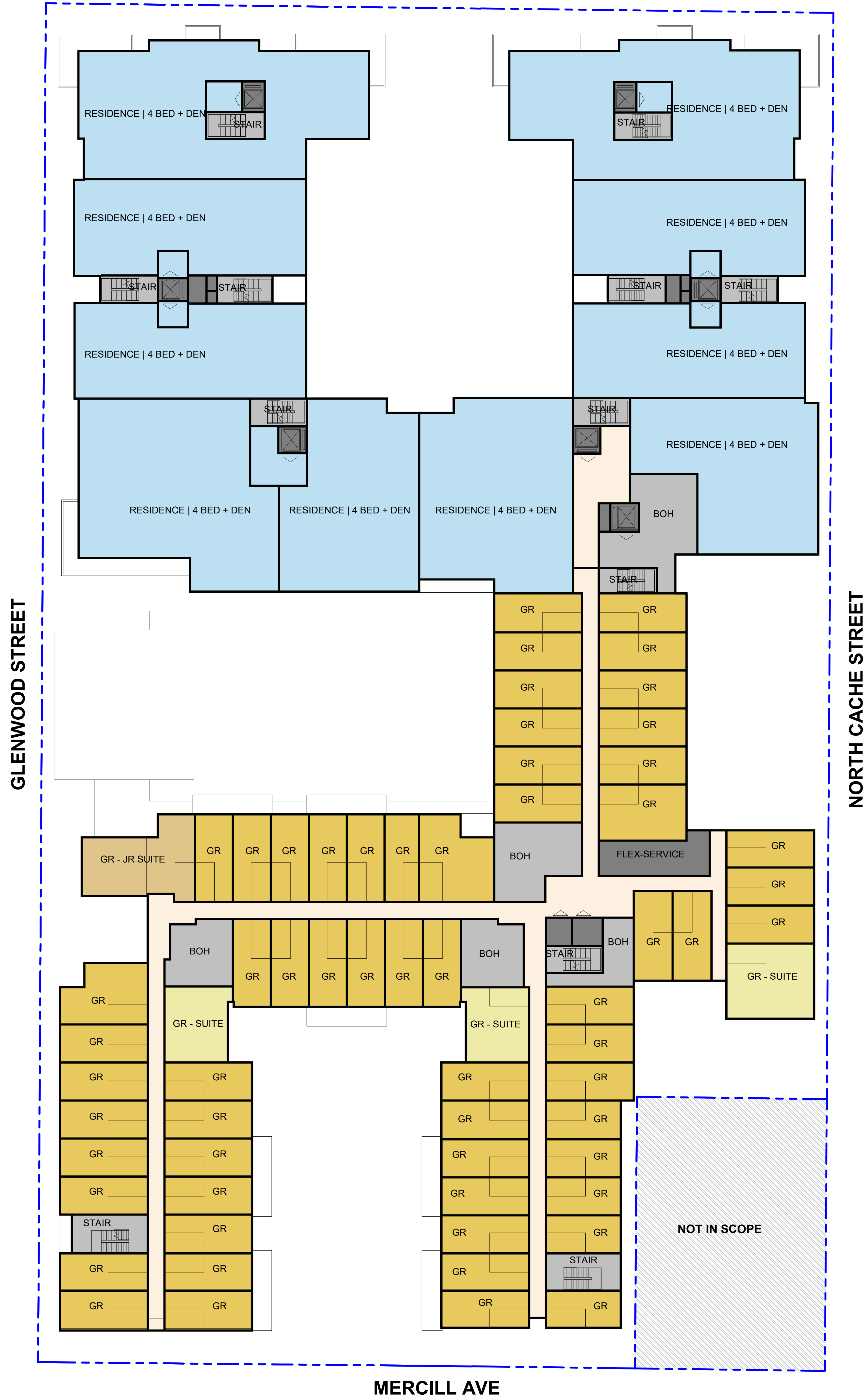
1 OPTION 1 - SITE PLAN - LEVEL 1
1" = 20'-0"

WATG

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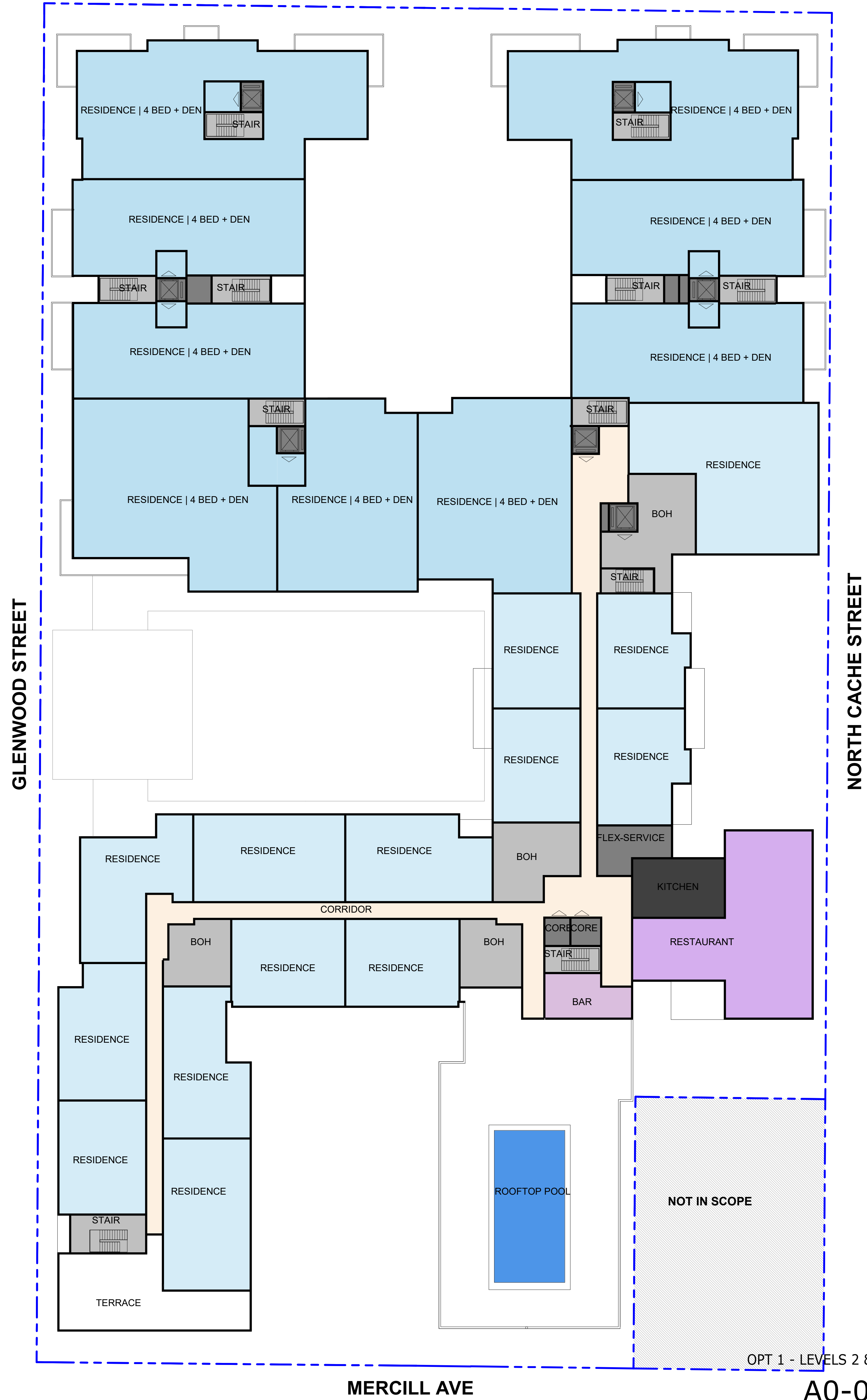
JACKSON, WY - N CACHE
CONCEPT SITE PLANS

PERRY STREET



1 LEVEL 2 (OPT 1)
1" = 20'-0"

PERRY STREET



2 LEVEL 3 (OPT 1)
1" = 20'-0"

WATG

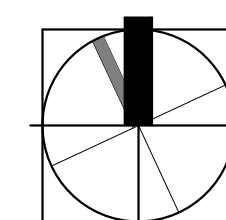
strategy planning architecture landscape interiors

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JACKSON, WY - N CACHE
CONCEPT SITE PLANS

OPT 1 - LEVELS 2 & 3

A0-01-2



0 0 0 0 0 FT
SCALE 1" = 0' 1/8" = U.N.O.

9/26/2022 6:42:01 PM
The original size of this drawing is 30"x42"

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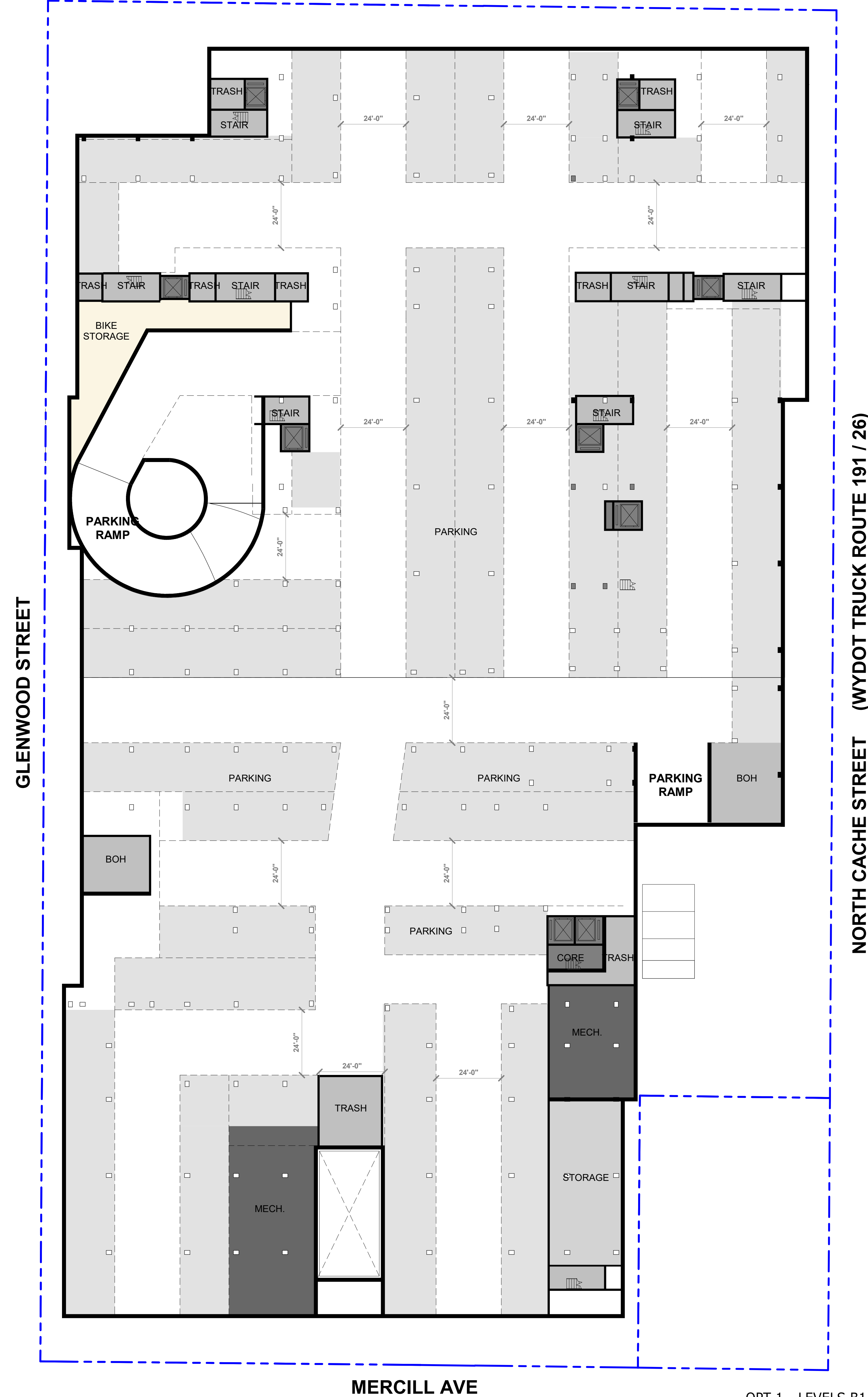
PERRY STREET



NORTH CACHE STREET (WYDOT TRUCK ROUTE 191 / 26)

1 LEVEL B1 - OPT 1
1" = 20'-0"

PERRY STREET



NORTH CACHE STREET (WYDOT TRUCK ROUTE 191 / 26)

2 LEVEL B2 - OPT 1
1" = 20'-0"

WATG

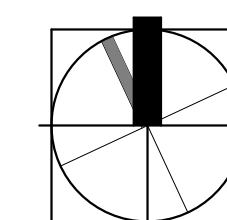
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JACKSON, WY - N CACHE
CONCEPT SITE PLANS

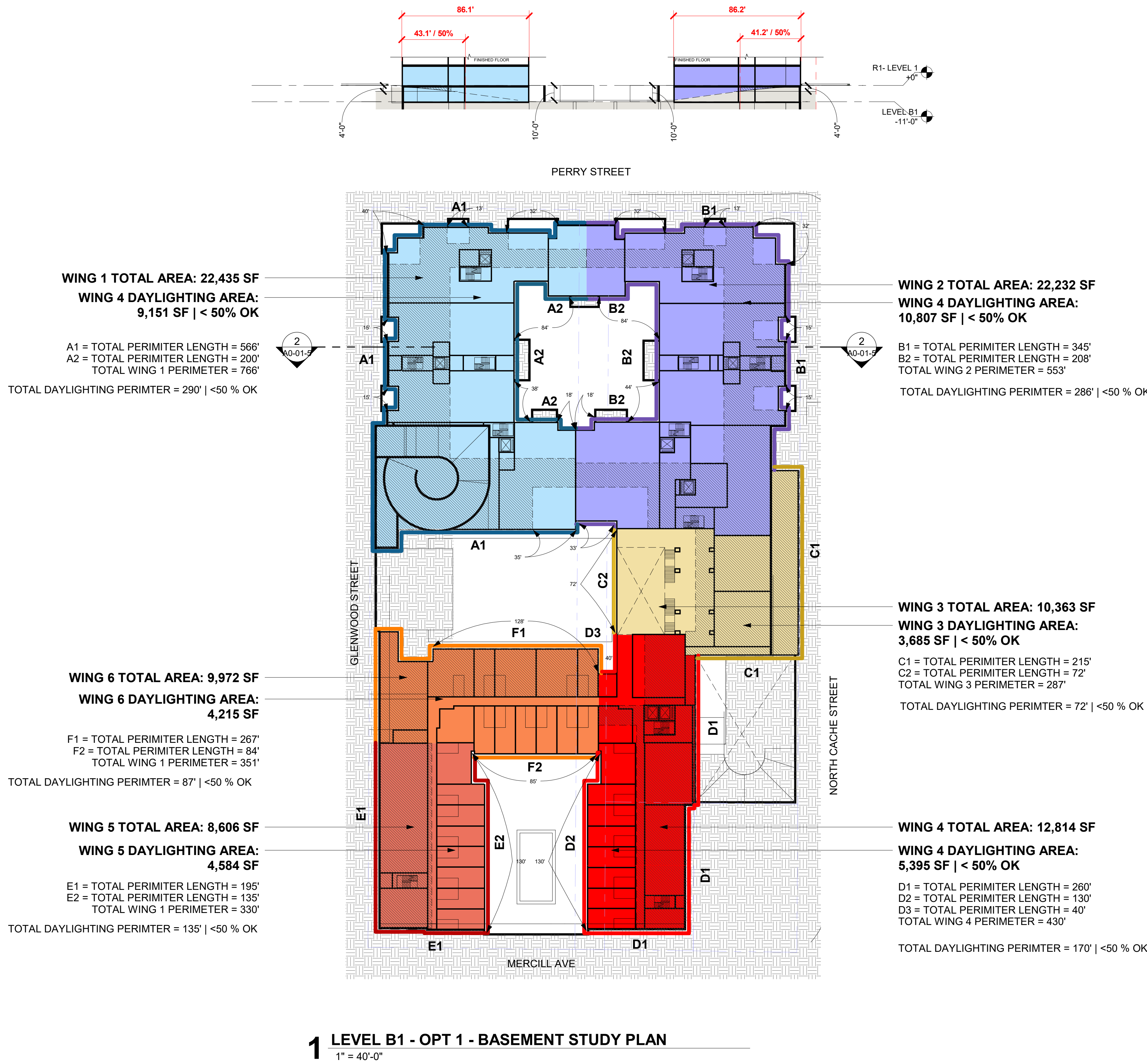
OPT 1 - LEVELS B1 & B2

A0-01-3



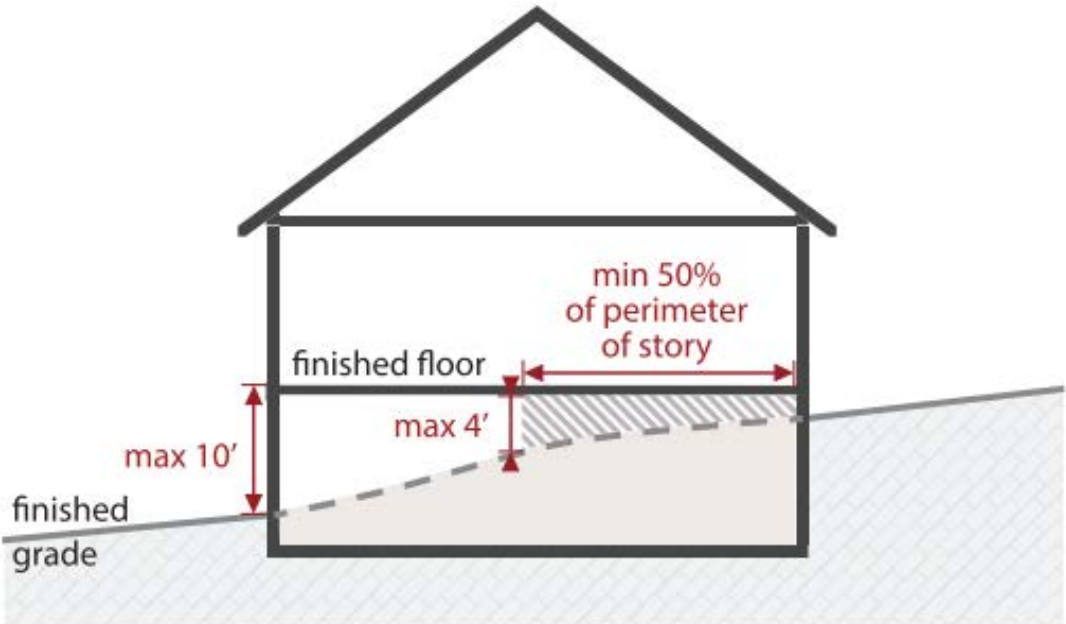
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SCALE 1'-0" 1/8" = U.N.O.

sheet no.



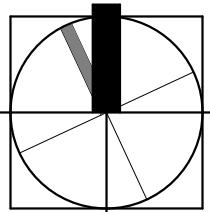
NOTES:

Basement. A basement is any story for which the finish floor of the story above is less than 4 feet above finished grade for at least 50% of the perimeter of the story and at no point greater than 10 feet above finished grade.



OPTION 1 - BASEMENT
STUDY

A0-01-5

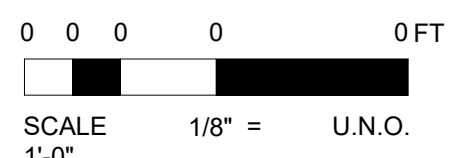


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SCALE 1'-0" 1/8" = U.N.O.

sheet no.



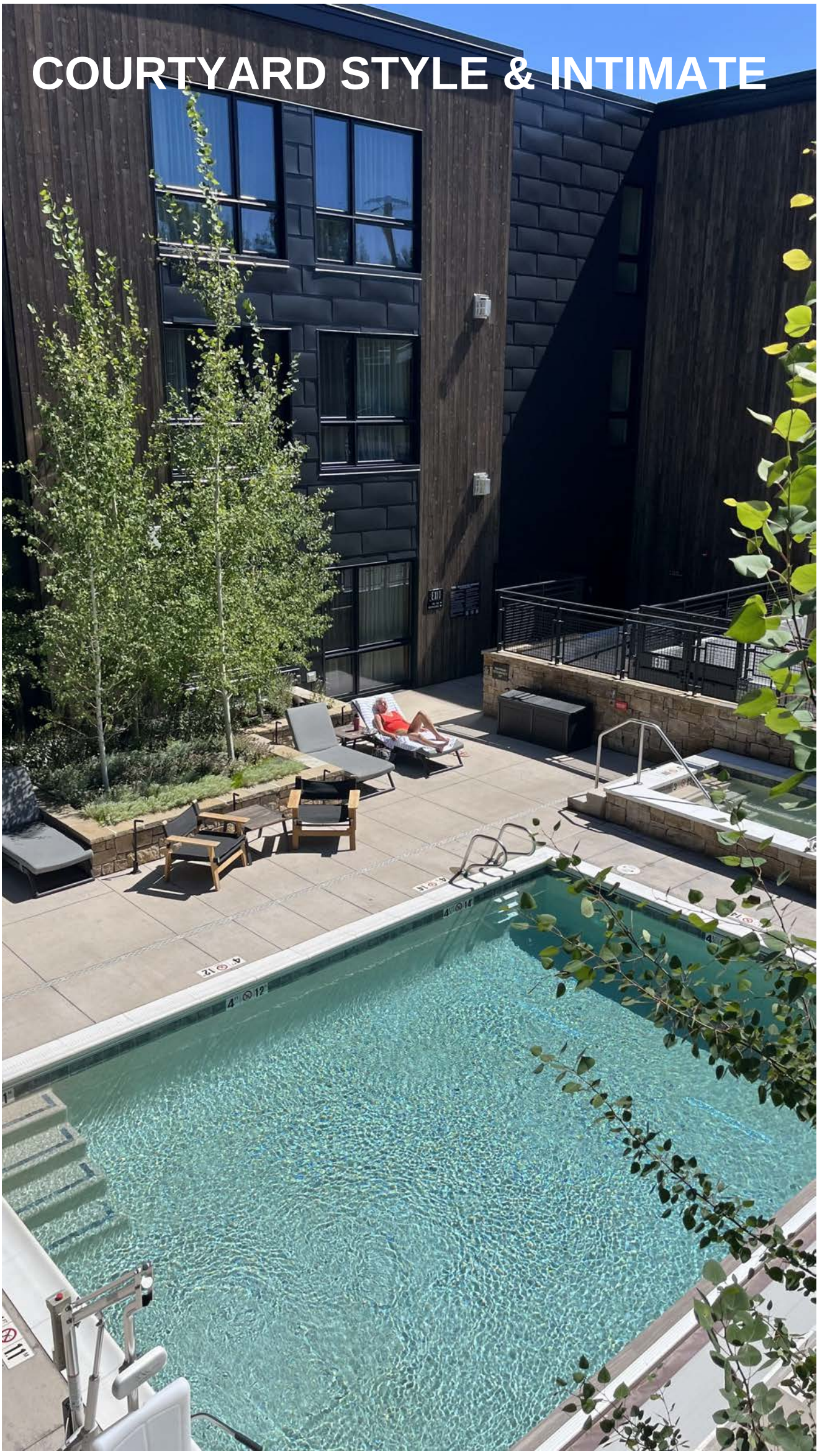
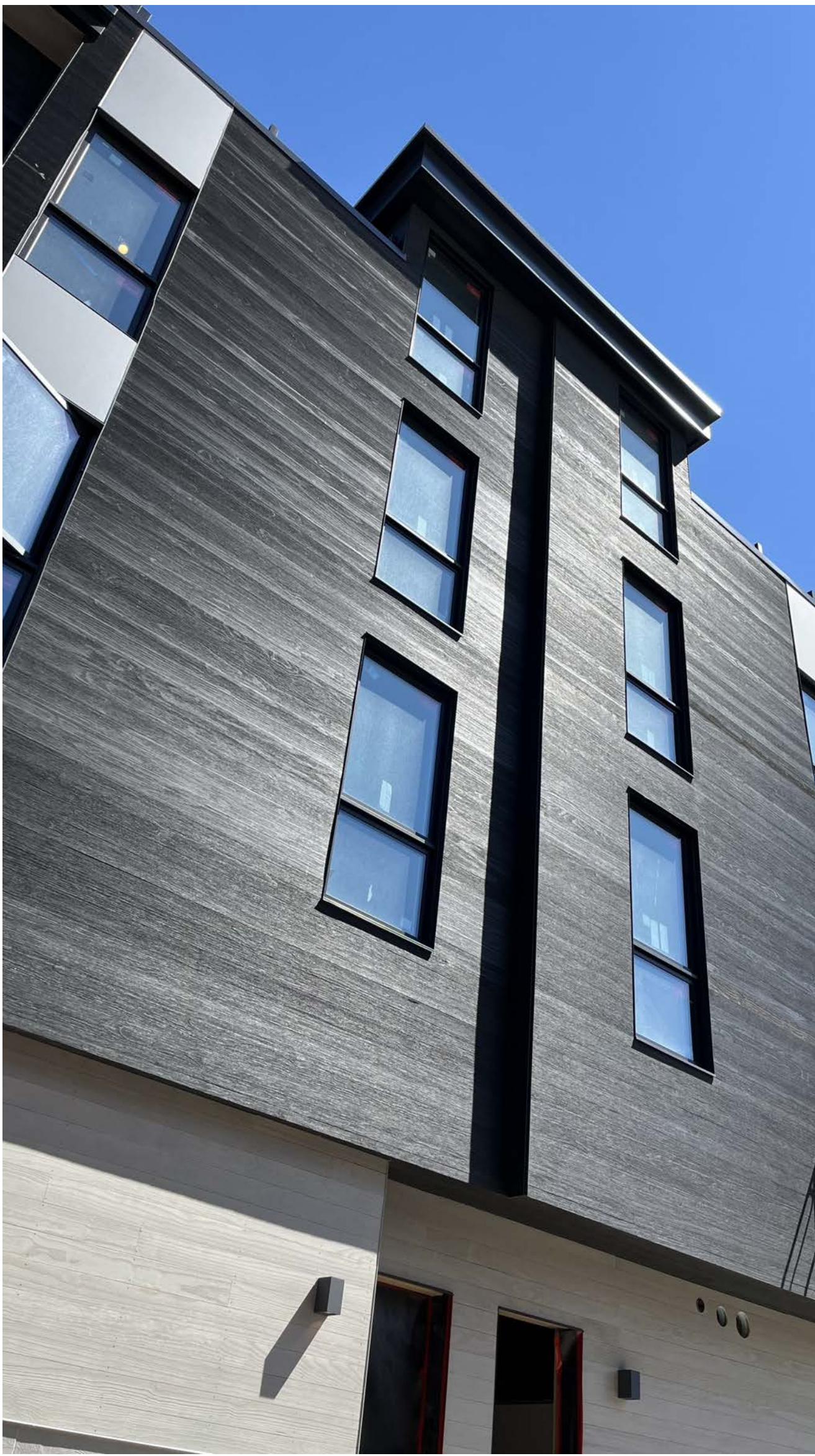
A0-01-4



RUSTIC CONTEMPORARY
ARCHITECTURAL CHARACTER



COURTYARD STYLE & INTIMATE



WATG

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JACKSON, WY - N CACHE
CONCEPT SITE PLANS

ENHANCING THE OUTDOORS SPIRIT



INSPIRED NATURAL MATERIAL PALETTE



EARTHY PALETTE



SENSE OF PLACE



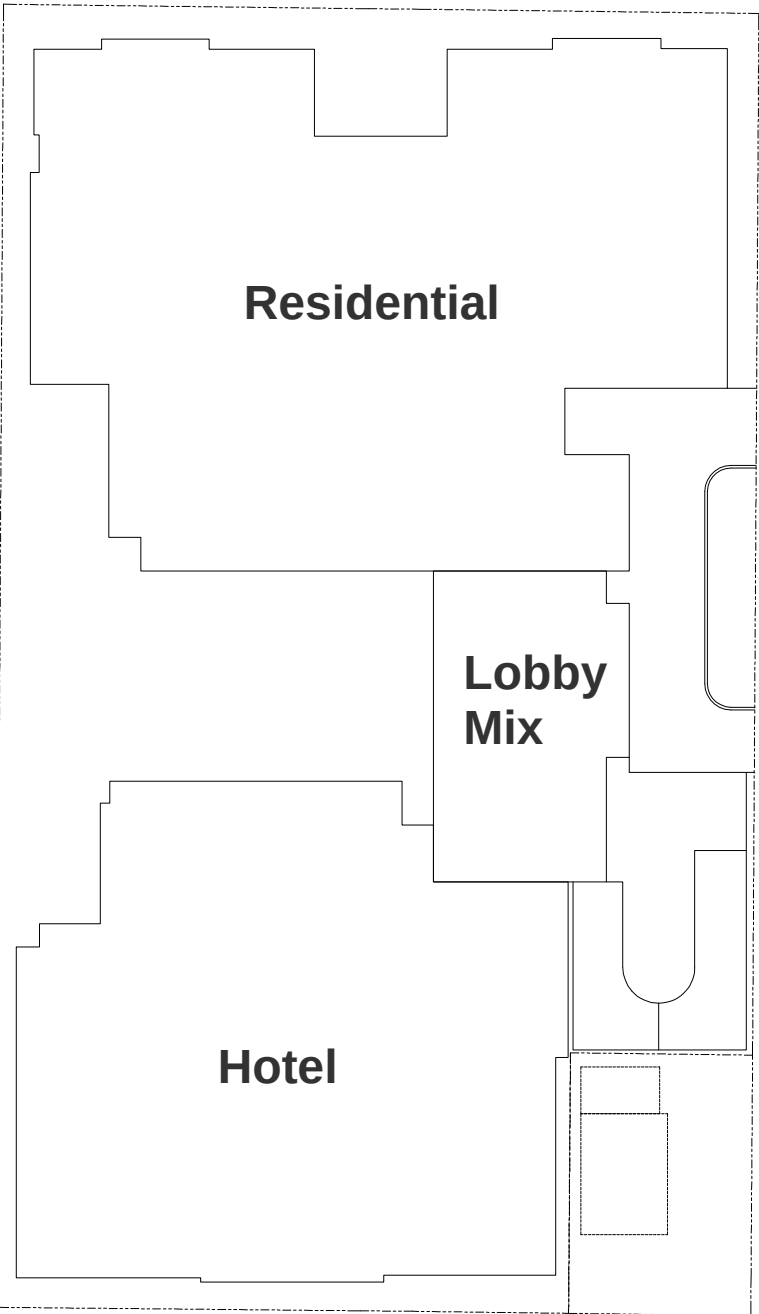
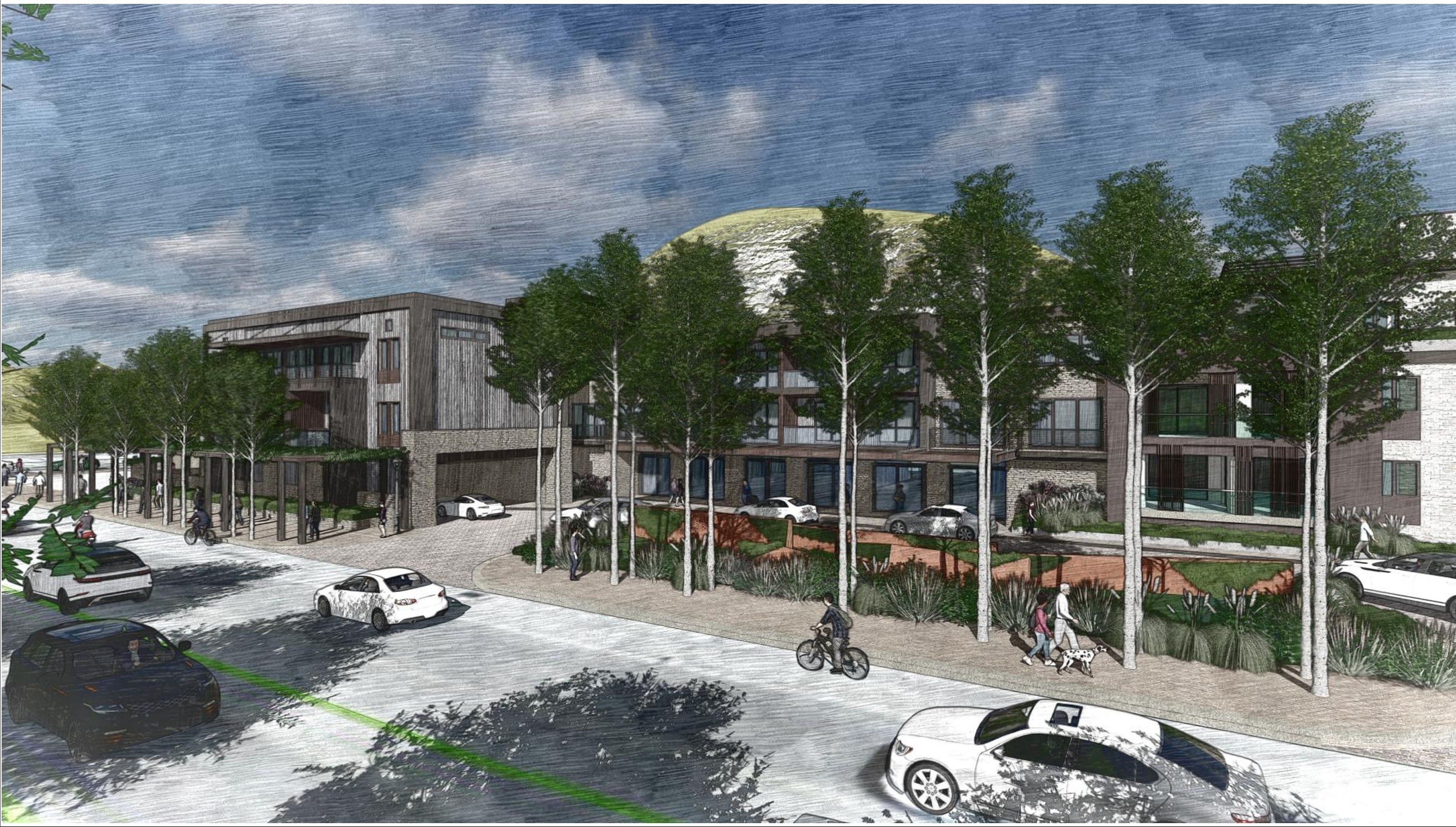
OPTION 1
MOOD BOARD

sheet no.



01

CONCEPT MASSING RENDERING AT OPT 1 - LOOKING NW ON N CACHE AT SIDE WALK



▽
01

VIEWS FROM
CACHE STREET

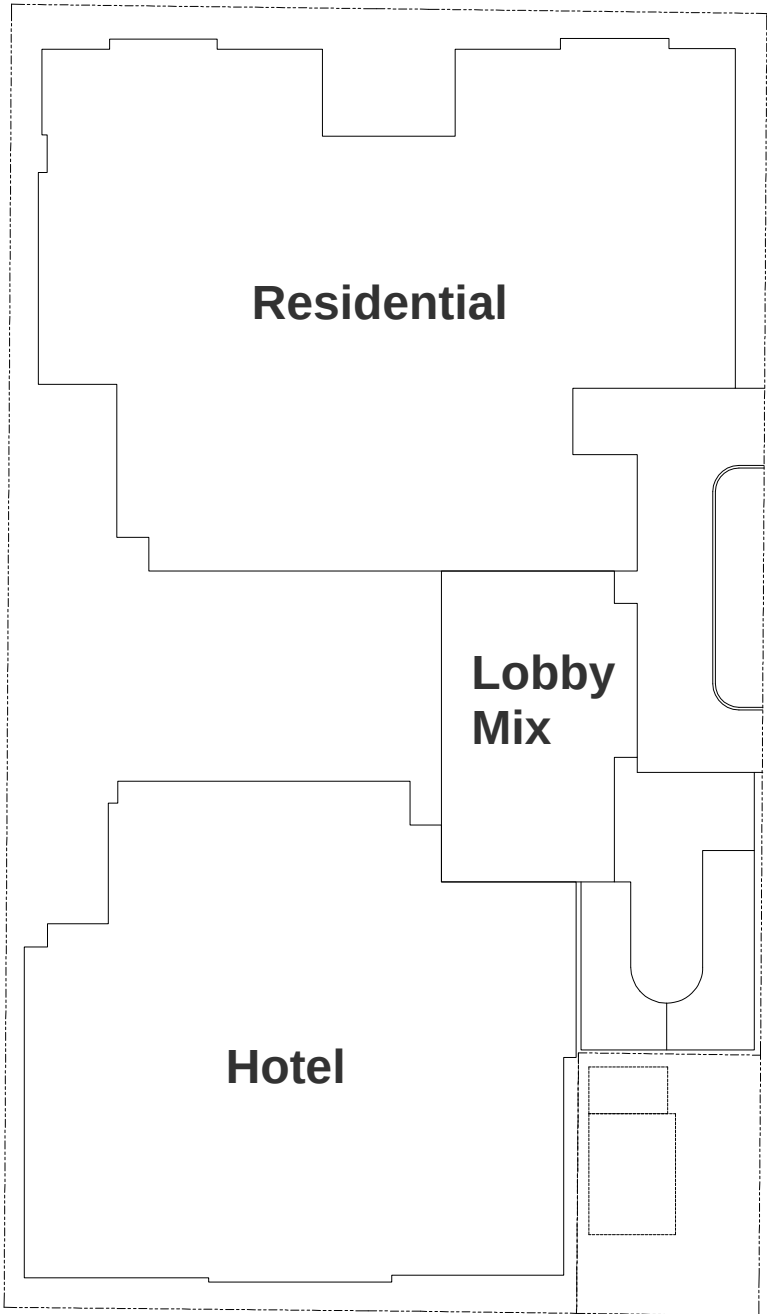
OPTION 1



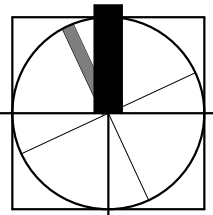
02

CONCEPT MASSING RENDERING AT OPT 1 - DROP-OFF ON N CACHE

VIEWS FROM
CACHE STREET



02





WATG

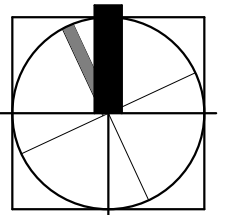
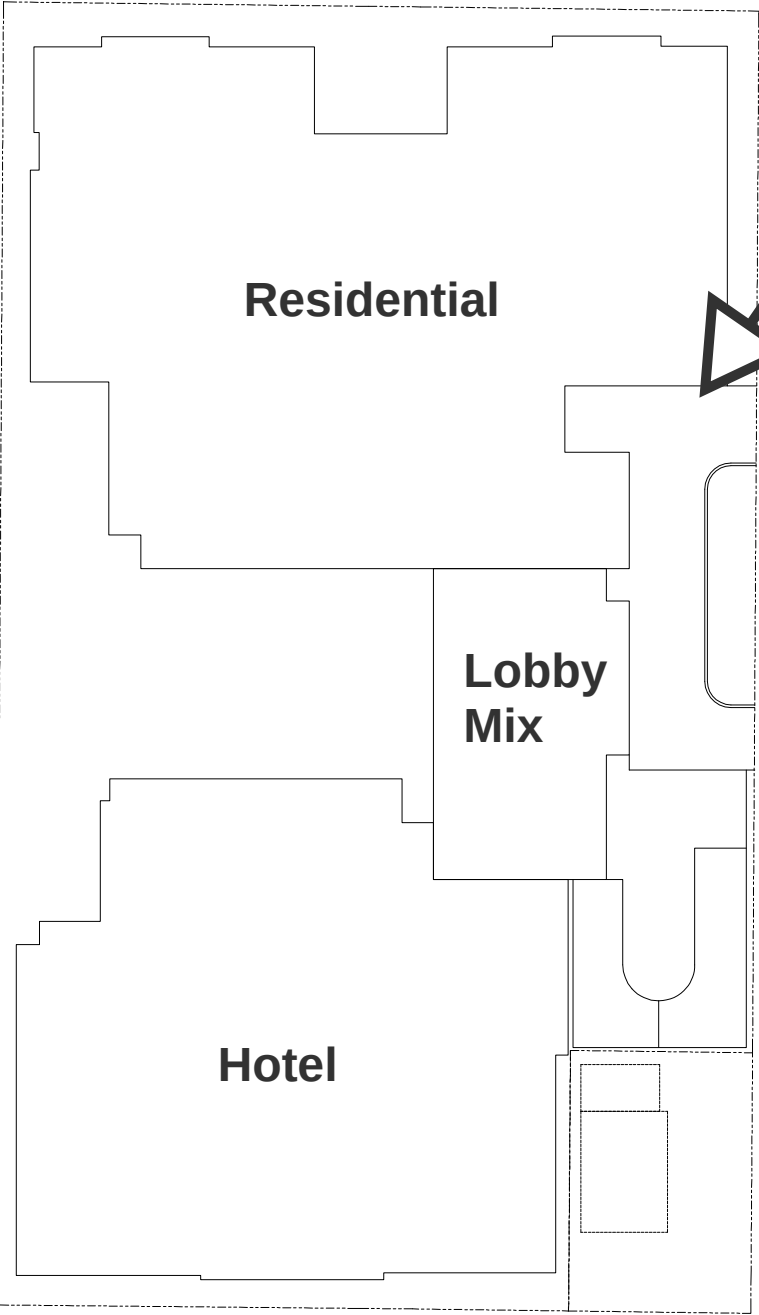
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03

CONCEPT MASSING RENDERING AT OPT 1 - DROP-OFF ON N CACHE

VIEWS FROM
CACHE STREET

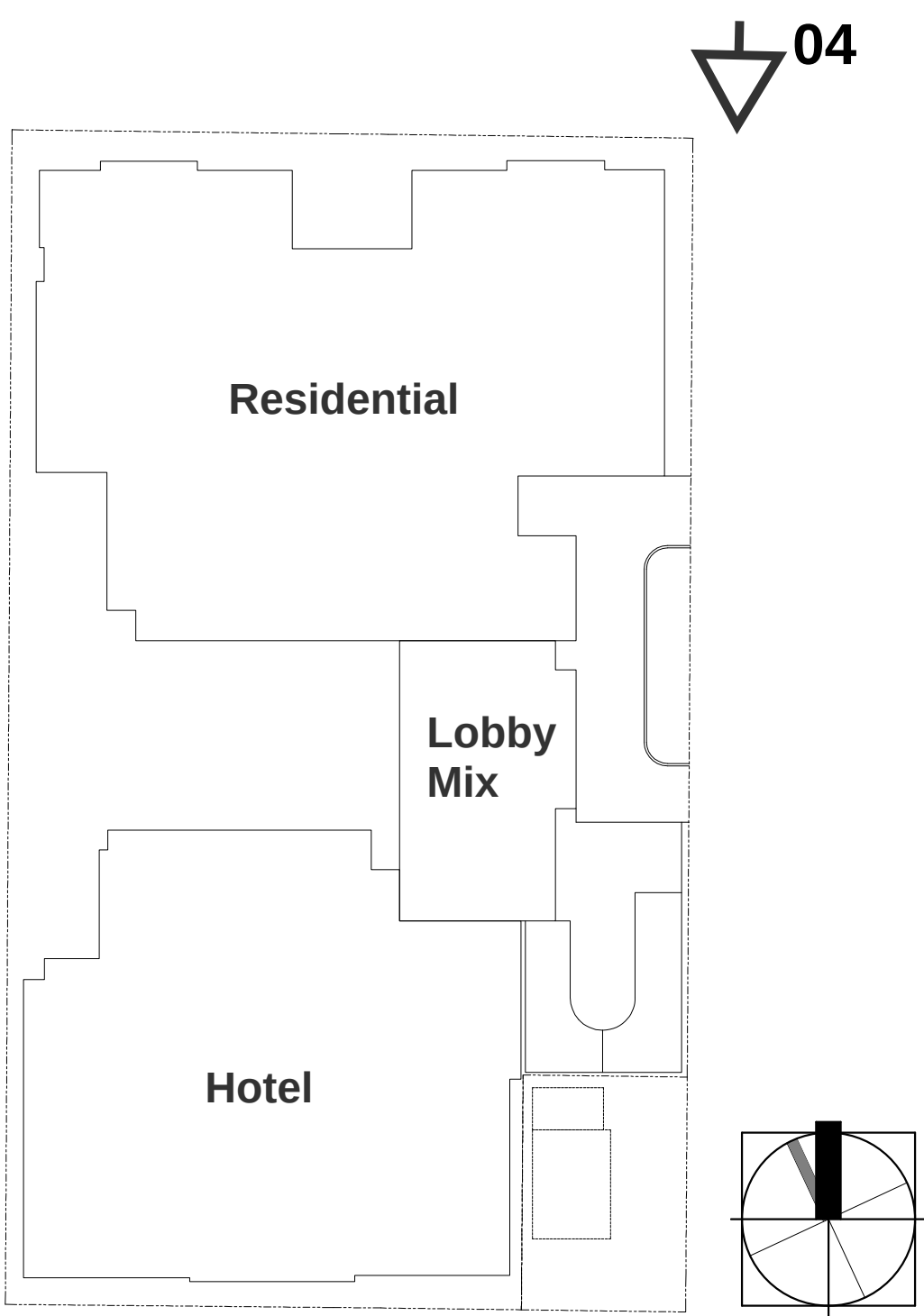


OPTION 1

sheet no.



CONCEPT MASSING RENDERING AT OPT 1 - CORNER OF CACHE AND PERRY

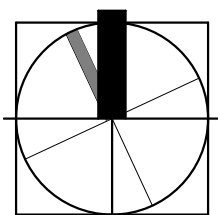
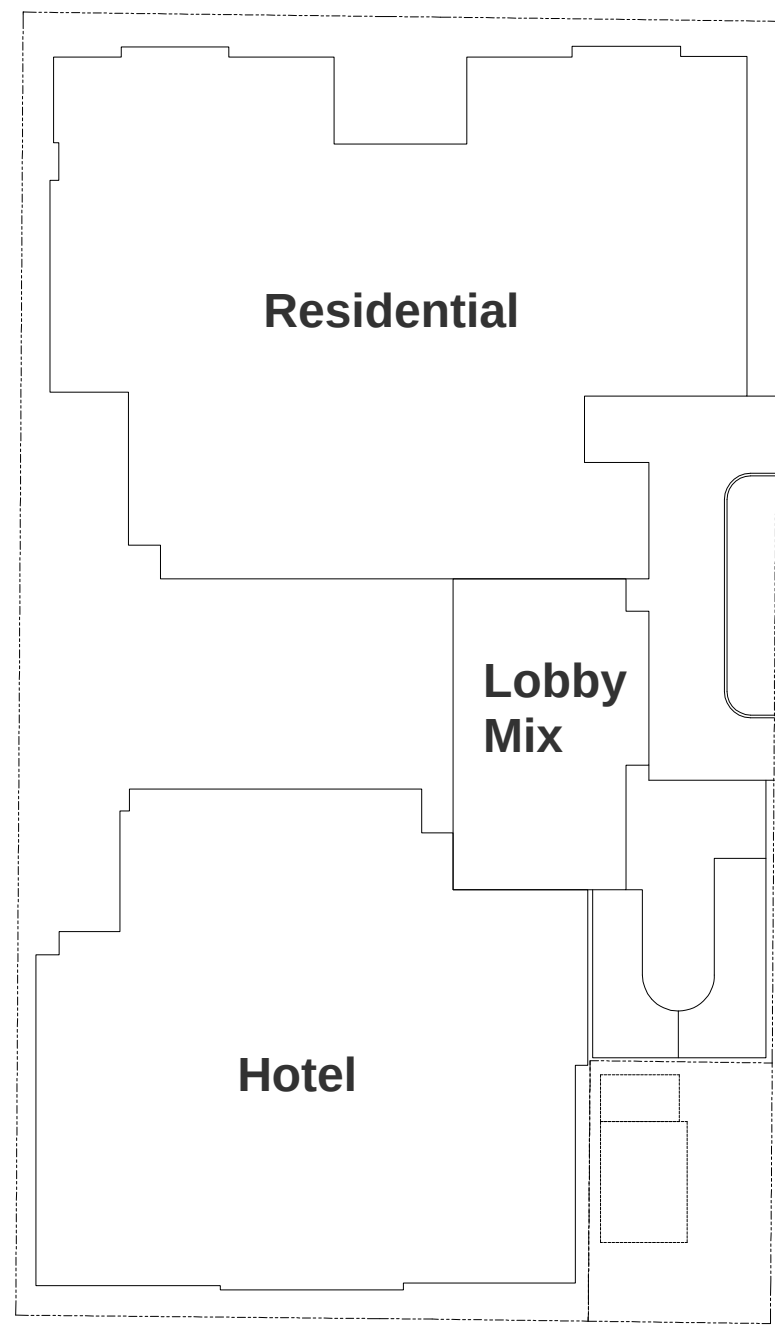


VIEWS FROM
CACHE &
PERRY ST.

OPTION 1



CONCEPT MASSING RENDERING AT OPT 1 - VIEW OF HOTEL COURTYARD FROM MERCILL STREET



Town of Jackson
Project Plan Review History
PLANNING

Project Number	P22-115	Applied	5/6/2022	AL
Project Name	Petition to Vacate Alley -325 N Cache	Approved		
Type	OTHER	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		

Applicant	Owner MOGUL HOSPITALITY PARTNERS - J
------------------	---

Site Address	City	State	Zip
325 N CACHE STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
JOSEPH R JONES ADDITION	22411628403009	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
Building Kelly Sluder	NO COMMENT	5/6/2022	5/27/2022	5/23/2022	

Fire Kathy Clay	5/6/2022	5/27/2022	
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Fire Kathy Clay (8/1/2022 11:14 AM AL)	7/26/2022	8/9/2022	8/1/2022	
--	-----------	----------	----------	--

No comments or concerns from JH Fire regarding the proposed vacated alley area under Mogul Hospitality.

Lisa Potzernitz	5/6/2022	5/27/2022	
Legal Lea Colasuonno			

Legal Lea Colasuonno	7/26/2022	8/9/2022	
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Parks and Rec Steve Ashworth (5/24/2022 2:31 PM AL)	APPROVED W/CONDITI	5/6/2022	5/27/2022	5/24/2022	
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Applicant would like the Town to vacate the alley, rather than purchasing from the Town of Jackson. The sale of that ¼ acre of land in downtown Jackson could go towards infrastructure improvements around the property.

Pathways Brian Schilling	NO COMMENT	5/6/2022	5/27/2022	5/10/2022	
-----------------------------	------------	----------	-----------	-----------	--

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Planning Paul Anthony		5/6/2022	5/27/2022		
Planning Paul Anthony		7/26/2022	8/9/2022		
Police Michelle Weber	NO COMMENT	5/6/2022	5/27/2022	5/9/2022	
Public Works Brian Lenz (5/27/2022 11:15 AM BTL) PETITION TO VACATE ALLEY	APPROVED W/CONDITI	5/6/2022	5/27/2022	5/27/2022	
P22-115 ADDRESS: 300 N 00 W Block on North Cache, excluding 315 N Cache OWNER: Mogul Hospitality Partners – Jackson, LLC APPLICANT: Same as Owner 5/27/2022 Brian Lenz, 733-3079 DATE OF SUBMITTAL: May 6, 2022 DATE OF MATERIALS: No Date REVISION NO.: 00 The engineering division has reviewed your PETITION TO VACATE submitted on and with application materials as dated above. Prior to recommending approval of the petition the following items should be satisfactorily addressed: A. Provide a brief narrative or description as to why the vacation is desired and how it is mutually beneficial to the parties involved. B. Provide a petition document and exhibits. C. Provide title and ownership information for all properties abutting the and extending 300 feet in either direction from the portion of public way to be vacated. D. Provide letters from all Town franchisees that they consent to the vacation and are not impacted by the vacation or can be relocated. E. Provide maps of the area to be vacated including but not limited to: boundary maps, existing utility maps, proposed utility maps showing the re-route of any existing utilities to be re-routed, final boundary configuration. F. Any appraisals required shall be provided. Given the complexity of public land appraisals, multiple appraisals may be necessary to determine and appropriate price. G. Any proposed access easements essential to maintain access to all properties form public lands shall be provided. H. Any proposed utility easements to maintain or provide for future utility services shall be provided. I. A detailed plan for relocating the Town sewer out of the alley shall be provided. J. A detailed plan for re-aligning the Cache Creek Tube from the vacated property shall be provided. Town of Jackson has conducted preliminary design for this relocation to Mercill. There is currently a major CenturyLink communication duct work across Mercill that is in the middle of the proposed profile of relocation and there are complexities involved in relocating the 16 conduits. K. The water main along Mercill, Cache, and Perry are old and undersized and there is mutual benefit in replacing the lines in conjunction with the proposed project. L. Perry Street is deteriorating and in need of reconstruction and there is a mutual benefit in reconstructing the street in conjunction with this project. M. The alley to be vacated is a known underground spill site for hydrocarbons and a plan to remove and properly dispose of any materials should be provided.					

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Public Works Brian Lenz (9/23/2022 4:38 PM BTL) Paul Anthony's Breakdown of Public Works Conditions: Hi Brad et al,	APPROVED W/CONDITI	7/26/2022	8/9/2022	9/23/2022	

I'm not sure who the proper group is for the alley vacation, so please forward as necessary.

In preparation for our upcoming discussion on the 24th, I thought I would share some comments on the alley vacation item. I am awaiting some updated comments from Public Works but they already provided some detailed comments on the initial vacation submission (before formal petition was submitted).

For the sake of clarity and to sync with our review process, I divided the PW comments into those that are recommended/required before the first hearing with Council and those that relate to things that must be completed/finalized after the initial hearing but before final approval of all required vacation-related documents, etc. The reason for this bifurcation, as explained before, is that there is no need to spend all the time and money on finalizing documents until we determine whether the Council is supportive of the vacation in the first place. Also, keep in mind that these PW comments were drafted before the recent petition submittal and so might be a bit dated. We can discuss in more detail on Wednesday.

Need before first Council hearing:

1. Provide a brief narrative or description as to why the vacation is desired and how it is mutually beneficial to the parties involved. [Planning: we can discuss this in more detail]
2. Provide a petition document and exhibits. [petition document received]

Need before final approval:

3. Provide title and ownership information for all properties abutting the and extending 300 feet in either direction from the portion of public way to be vacated.
4. Provide letters from all Town franchisees that they consent to the vacation and are not impacted by the vacation or can be relocated.
5. Provide maps of the area to be vacated including but not limited to: boundary maps, existing utility maps, proposed utility maps showing the re-route of any existing utilities to be re-routed, final boundary configuration.
6. Any appraisals required shall be provided. Given the complexity of public land appraisals, multiple appraisals may be necessary to determine and appropriate price.
7. Any proposed access easements essential to maintain access to all properties form public lands shall be provided.
8. Any proposed utility easements to maintain or provide for future utility services shall be provided.
9. A detailed plan for relocating the Town sewer out of the alley shall be provided.
10. A detailed plan for re-aligning the Cache Creek Tube from the vacated property shall be provided. Town of Jackson has conducted preliminary design for this relocation to Mercill. There is currently a major CenturyLink communication duct work across Mercill that is in the middle of the proposed profile of relocation and there are complexities involved in relocating the 16 conduits.
11. The water main along Mercill, Cache, and Perry are old and undersized and there is mutual benefit in replacing the lines in conjunction with the proposed project.
12. Perry Street is deteriorating and in need of reconstruction and there is a mutual benefit in reconstructing the street in conjunction with this project.
13. The alley to be vacated is a known underground spill site for hydrocarbons and a plan to remove and properly dispose of any materials should be provided.

As you can see, most comments concern matters that can be addressed more fully if the Council gives their initial go-ahead on the vacation. I assume that you have continued to work on many of these items regardless.

From Planning's perspective, we do want to get some sort of assurance before the initial Council meeting that all the utility providers (Silver Star, LVE, etc.) are already on-board with the required utility relocations. The petition is a little vague on what level of assurance you have been able to obtain up this point. And a simple exhibit of the alley would be good as well (as also mentioned by Public Works). And finally for now, while it is not our place to tell you how to advocate for your request, more detail in advance on how this alley vacation would benefit the Town would probably be appreciated by the Council.

I will try to see if there are comments from other departments that we can discuss as well.

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Public Works Brian Lenz (9/23/2022 4:40 PM BTL)	APPROVED W/CONDITI	9/23/2022	9/23/2022	9/23/2022	Upon review of the Petition Submitted, Public Works recommends that prior to recommending approval items within the petition be discussed and/or amended.
START Darren Brugmann		5/6/2022	5/27/2022		

STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Regular Council Meeting
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Item P22-066 - Request for a Subdivision Plat at the properties addressed at 445 E. Kelly Avenue and the parcel to its north.	Public Comment:	Yes

Purpose & Policy Considerations.

This Subdivision Plat follows a recently approved Development Plan (P21-290) for a 6-lot subdivision at 445 E. Kelly Avenue and the parcel to its north. A Subdivision Plat is required to formalize the land division and all subdivision plats must be reviewed and approved by the Town Council at a public hearing per Section 8.5.4 of the Town of Jackson Land Development Regulations.

Requested Action.

The applicant is requesting approval of a Subdivision Plat for a 6-lot subdivision at the properties addressed at 445 E. Kelly Avenue and the parcel to its north.

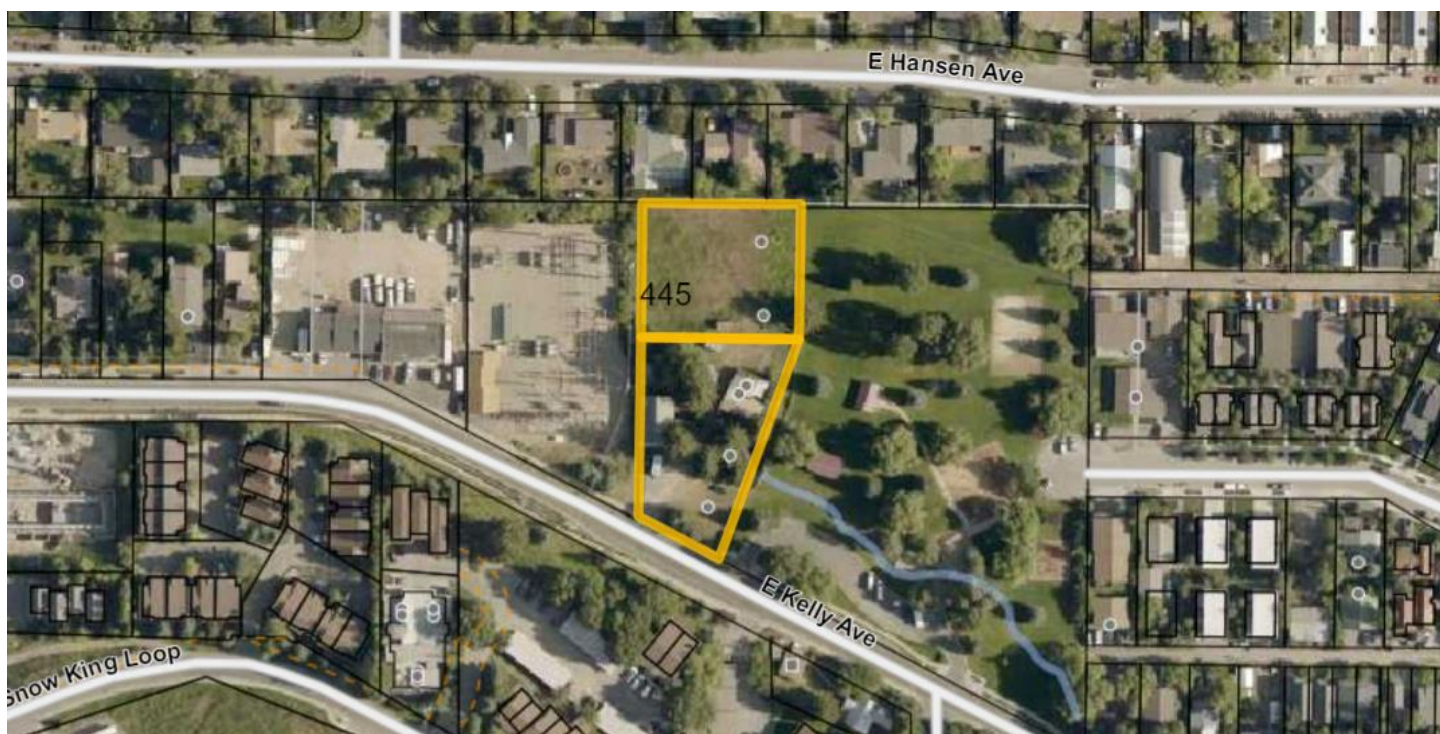
Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for a 6-lot subdivision at the properties addressed at 445 E. Kelly Avenue and the parcel to its north, subject to the Land Development Regulations, the department reviews attached hereto, and the following condition(s) of approval:

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

Project Location.

The properties are addressed as 445 E. Kelly Avenue and the parcel to its north and legally described as PT SE1/4NW1/4, SEC. 34, TWP. 41, RNG. 116. An aerial photo and zoning map are shown on the following page:



Background/Project Description.

The subject properties are located within the Neighborhood Low Density – 5 (NL-5) zoning district. The surrounding zoning to the north is Neighborhood Low Density - 3, to the east is Park and Open Space (Mike Yokel Park), to the west is NL-5 (Lower Valley Energy Power Plant), and to the south across the street of East Kelly Avenue is Planned Resort – Snow King. The site consists of two parcels (1.08 acres total) and historically contained three structures: a 1,460 sf single-story home with 837 sf basement (historic Benson Home), a 1,800 sf taxidermy building with 1,200 sf basement, and a detached garage. The applicant is in the process of removing the two-story taxidermy building and garage. The Benson Home, which was designated as a historically significant structure through the Town's new historic designation process (P21-289), has already been relocated to the southeastern corner of the property.

On February 7, 2022, the Town Council approved a Development Plan (P21-290) for a future 6-lot subdivision of the original 2 parcels. The lots range in size from 7,590 sf – 8,389 sf and each lot has a potential maximum density of 3 units. Vehicular access will remain off East Kelly Avenue which leads to a private parking lot with 27 surface parking spaces. The Development Plan was approved with the following conditions which have either been satisfied or will be satisfied as part of the building permit process:

1. If the applicant does not submit a Subdivision Plat application within 18 months of Development Plan approval, the Development Plan will expire.
2. All habitable structures shall be fire sprinklered as long as the development does not include a fire turnaround.
3. Upon submittal of the first building permit(s), the applicant shall provide an overall phasing plan and construction management plan.
4. Upon submittal of the first building permit(s), the applicant shall demonstrate compliance with the snow storage standards in LDR Section 6.2.5.C.

Analysis.

Staff finds that as conditioned, the proposed subdivision plat is in conformance with all past approvals and each lot meets the 7,500-sf minimum lot size for the NL-5 zoning district. As mentioned above, the 4 conditions of approval as part of the approved Development Plan (P21-290) have either been satisfied or will be satisfied as part of the building permit process. Park and School Exactions are required to be paid for 4 new lots since there are 2 existing parcels that carry a credit. Park Exactions for 4 lots is estimated to be \$10,800.00 and School Exactions is estimated to be \$8,000.00. The applicant will later apply for several subdivision plats to subdivide each of the 6 lots into townhome triplexes. Each of the 6 lots will be credited for 1 unit, thus the Park and School Exactions will be based on 2 units per lot when the triplexes are reviewed.

Comprehensive Plan & Priority Alignment.

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

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

Complies. As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the approved Development Plan (Item P21-290).

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

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

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

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

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

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

Fiscal Impact.

Park Exactions - \$10,800

School Exactions - \$8,000

Staff Impact.

The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat is approximately 20-30 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

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

I move to **approve** Subdivision Plat (P22-066) for a 6-lot subdivision for the properties addressed at 445 E. Kelly Avenue and the parcel to its north based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated October 3, 2022.

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: 445 E Kelly Affordable Housing
2. LOCATION: 445 E Kelly
3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>4</u>		<u>0.08</u>
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{0.08}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{8,000}{\text{CASH-IN-LIEU}}$$

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 445 E Kelly Affordable
2. LOCATION: 445 E Kelly Ave
3. PROJECT NUMBER: _____

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	<u>4</u>		3.00	<u>12</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{12} \text{ TOTAL PROJECTED POPULATION } \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \underline{0.108} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.108} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{10,800} \text{ CASH-IN-LIEU}$$

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

PLANNING

Project Number	P22-066	Applied	3/24/2022	AL
Project Name	Subdivision Plat- 445 E Kelly & Adj. Pacel north		Approved	
Type	SUBDIVISION	Closed		
Subtype	LAND DIVISION	Expired		
Status	STAFF REVIEW	Status		

Applicant	Jackson/Teton County Affordable Housing	Owner	TETON COUNTY
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Site Address	City	State	Zip
445 E KELLY AVENUE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
	22411634200027	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Building Kelly Sluder	APPROVED	3/24/2022	4/14/2022	3/24/2022	
County Clerk Corina Dorman		9/12/2022	9/16/2022		VOIDED (AL 9/12/2022)
County Clerk Corina Dorman		8/12/2022	8/26/2022		
County Clerk Corina Dorman		3/24/2022	4/14/2022		
Fire Kathy Clay		3/24/2022	4/14/2022		
Joint Housing Dept Kristi Malone	<none>	3/24/2022	4/14/2022	4/4/2022	
Since the Housing Department is part of the applicant team for this project, no review or comments are provided here.					
Legal Lea Colasuonno		9/12/2022	9/16/2022		

Type of Review Contact Notes	Status	Dates			
		Sent	Due	Received	Remarks
Legal Lea Colasuonno		3/24/2022	4/14/2022		
Legal Lea Colasuonno		8/12/2022	8/26/2022		
Legal Lea Colasuonno		6/13/2022	6/27/2022		
Parks and Rec Steve Ashworth (4/12/2022 12:28 PM AL) Here are our comments for P22-066: We would request that the SIA include more detailed language regarding the "park improvement" portion. Specifically, sidewalk connector and secured access points to Mike Yokel Park. These were proposed in the initial conceptual but want to make sure they are memorialized. Thanks, Rachel Rachel Rudd/Park Planner Teton County/Jackson Parks & Recreation 155 E Gill Ave PO Box 811 Jackson, WY 83001		3/24/2022	4/14/2022	4/12/2022	See comments
Pathways Brian Schilling		3/24/2022	4/14/2022		
Planning Tyler Valentine	NO COMMENT	9/12/2022	9/16/2022		
Planning Tyler Valentine	NO COMMENT	8/12/2022	8/26/2022		
Planning Tyler Valentine (9/27/2022 4:05 PM TV) See staff report	APPROVED W/CONDITI	3/24/2022	4/14/2022	9/27/2022	
Plat Review-Survey Ken Magrath		6/13/2022	6/27/2022		

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Plat Review-Survey Other (4/18/2022 10:52 AM AL) Hi Tyler,	INSUFFICIENT	3/24/2022	4/14/2022	4/18/2022	see comments
I'm writing regarding P22-066, 445 East Kelly Avenue Addition Final Plat. A quick review of the plat and the plat application presents several serious omission that preclude a proper review. The title report from WTE is dated April 24, 2020 and lists Brown, Crawford, and Riday as owners not Teton County the current owner. The exceptions listed in the report cannot be current subsequently the COO on the plat cannot be correctly evaluated. Also, Wyoming Statute requires that a subdivision plat provide legal access to a public road or street from all lots, however this plat only provides legal access to two lots. The application includes a Declaration of Easement that purports to establish access to the other 6 lots but the document does not include the necessary legal description for the easement. Let me know how you would like to proceed. Regards, Todd Cedarholm, PLS OSLS, Inc					
Plat Review-Survey Other (8/26/2022 2:13 PM AL)		8/12/2022	8/26/2022	8/25/2022	see comments
I have reviewed the plat accompanying the P22-066 application. I would suggest that the surveyor address the following items: • Within the Certificate of Owner, if the applicant has chosen not to create the access and utility easement to all lots via a separate easement document, the COO must include grant language that; identifies the benefitted parties, and the terms and conditions of the easement. Simply identifying the extents and area of an easement does not create a right or encumbrance. • The easement area is poorly annotated and utilizes a different size and font type than the other annotation in the plat. • The easement area hatching should be blocked out where it crosses any annotation for clarity. • There are multiple monument symbols used on the plat that are not identified in the legend. Easement corners should be monumented with an identical marker to the lot corners markers. • The venue identified in the Certificate of Acceptance should include the Town of Jackson. • There should be specific identifications and descriptions of the County Control points and PLSS corners shown as ties. • PLSS corners shown on the plat should include descriptions and details of the monuments and cite the most current WCR on file. • A note should be added explaining the existence or not of any water rights appurtenant to the property. This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made. Sincerely, Todd Cedarholm, PLS County Surveyor, Teton County, Wyoming					
Plat Review-Survey Ken Magrath		9/12/2022	9/16/2022	9/14/2022	see comments

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact Notes (9/14/2022 3:49 PM AL) I have reviewed the revised plat accompanying the P22-066 application. I would suggest that the surveyor address the following items: • The legal description and map exhibit attached to the easement reservation documents do not match the easement as depicted on the plat itself. • The monument symbol intended to mark the SE corner of Lot 6 appears to be placed in a random position. • The venue identified in the Certificate of Acceptance should include the Town of Jackson. • The proposed 25' wide easement to be created along the north boundary should be labeled as to grantee and purpose. • Wyoming water rights appurtenant to the property have not been identified and noted on the plat as required by WS S 18-5-306 Minimum Requirements for Subdivision Permits. • The plat is unnecessarily plotted on two sheets, for clarity and simplicity sake the two sheets should be incorporated into a single sheet. This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made. Sincerely, Todd Cedarholm, PLS County Surveyor, Teton County, Wyoming					
Plat Review-Title		6/13/2022	6/27/2022		
<none>					
Plat Review-Title	INSUFFICIENT	3/24/2022	4/14/2022	4/18/2022	see comments
<none>					
(4/18/2022 10:51 AM AL)					
Hi all, Todd and I discussed this afternoon, and we share the same concerns, namely:					
1) Lots 3, 4, 5, and 6 lack statutory legal access					
2) We need a current title report, reflecting the current vested owner and all current title exceptions, in order to review this plat. The report provided is 2 years old.					
3) Not clear what the county is attempting to grant in the Easement document provided, as the exhibits are not complete and the instrument generally does not make sense.					
Other thoughts/considerations:					
1) The lot configurations are odd, and perhaps this is an effort to meet minimum required lot sizes. It would be helpful to understand the "end game" to make sense of this proposed plat. I spoke with Chris Greenville at Habitat, and he said the plan is to construct 6 rectangular triplexes for a total of 18 units.					
The planned phasing is to build on Lot 5 and then Lot 6 as Phase 1; re-plat those lots, and sell those 6 resulting parcels to Habitat homebuyers. The mortgages granted by the new owners will be sold to WCDA to finance the next phase.					
Phase 2 is the same process on Lots 3 and 4, and Phase 3 is the same process on Lots 1 and 2.					
2) Chris told me that funding is via a WCDA grant that will not be secured by a mortgage, which eliminates much of the need for separate legal descriptions at this phase.					
Rather than platting the lots now (to be replatted once the buildings are complete), would the county entertain the following idea:					
* Surveyor prepares a metes and bounds description of the land encompassing Phase 1. * Teton County leases that land to Habitat. * Teton County grants a temporary construction access easement from said land to the public road (Kelly Street) * Once the buildings are complete, file a plat creating the 6 new "townhouse" lots, and grant permanent access.					
Thoughts? I do not believe Todd and I are able to provide formal plat reviews at this point based on what has been provided.					

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Plat Review-Title Other (8/24/2022 12:15 PM AL) LEGAL ACCESS:		8/12/2022	8/26/2022	8/24/2022	see comments

The biggest issue is that the plat still lacks legal access. While the legend identifies a cross-hatched "Access and Utility Easement" that is shown on the plat, that is not sufficient to establish access. The following issues need to be addressed:

- 1) GRANT: The owner needs to grant the easement to the benefitted parties. Since you have eliminated the separate instrument, this could be done in the Certificate of Owner. An easement is not created/established without a specific grant from the owner of the burdened parcel.
 - 2) GRANTEES/BENEFITTED PARTIES: Who can use the access and utility easement? Generally, you would expect language along the lines of, "Non-exclusive access is hereby granted to all lot owners over and across those lands as shown hereon and identified in the legend as "New Access and Utility Easement," and more particularly described as follows: (insert metes and bounds legal description of easement area)."
- You would also need to cite the parties benefitted by the Utility portion of the easement.
- 3) SPECIFIC DESCRIPTION: As the easement meanders across portions of many lots (as opposed to across one bounded platted lot, for example), you need to define and describe the easement with a metes and bounds legal description so it is locatable.
 - 4) FUTURE VACATION: Given that the easement area encompasses vast portions of Lots 2-6, you may need to vacate and re-grant portions of the easement as buildings are constructed. You may wish to consider including language along the lines of, "Grantor reserves the right to re-locate said easement, as long as access is not unreasonably impaired." (Or something...I would have your attorney craft this language).
 - 5) TERMS AND CONDITIONS: Who pays to maintain the easement? Snow removal? Private or public. Etc.

OTHER ISSUES:

I did not complete a comprehensive review, as the continued lack of access was a bit of a show stopper. However, the following few items did jump out at me:

- 1) The Certificate of Owner says the subdivision is subject to Instrument 311927. However, the plat notation indicates 311927 "to be vacated by this plat." Which is correct? If it is to be vacated, this was not done.
- 2) The General Notes section states that the subdivision is subject to an SIA. This should be included instead in the Certificate of Owner.
- 3) The prior Engineering Review questioned if all or part of the easement established by 311926 should be vacated. It does not appear this was done.

NEXT STEPS:

The surveyor should prepare and submit a revised plat addressing the above. When the access issue is resolved, I am happy to submit a formal plat review. (I've been trying to limit excess time spent on this project to limit client expenses on this project, although I'm not sure I've been successful in that endeavor. I will only charge my standard plat review fee of \$500 despite the multiple reviews).

Thanks, let me know if questions.

Nancy Hughes, Title 22 Consultants

Plat Review-Title <none>	9/12/2022	9/16/2022	9/16/2022	see comments
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Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(9/16/2022 2:22 PM AL)					
TITLE 22 CONSULTANTS PLAT REVIEW					
PLAT REVIEW – 445 East Kelly Addition to the Town of Jackson					
Proposed Plat: 445 E. Kelly Addition to the Town of Jackson					
Platted From: 2 metes and bounds parcels in SE/NW/34/41/116					
Located: Town of Jackson					
Owner/Subdivider: Teton County, a duly organized county of the State of Wyoming					
Summary: The proposed subdivision creates 6 platted lots, which will eventually contain 18 separate “townhomes” to be constructed by Habitat for Humanity of the Greater Teton Area, and restricted via residential ground leases. The intention is to later vacate the proposed plat and file a new plat that legally creates the 18 lots.					
Additional Documents to be Recorded Provided with Plat: 1) Termination of Easement 311926 2) Termination of Easement 311927 3) Sewer Easement to TOJ 4) Electric Distribution Easement to Lower Valley Energy 5) Access and Utility Easement 6) Affidavit/Certificate of Owner 7) Affidavits/Certificate of Acceptance					
Title Report provided by Wyoming Title & Escrow Effective Date: April 15, 2022					
Note: Title 22 Consultants has not prepared a title report or conducted a “patent to present” search of subject land; we are basing our review on the title report provided by the title company identified above.					
New documents filed of record subsequent to the effective date:					
? N/A					
PLAT REVIEW – Technical Review					
ACCESS: Legal access is provided via: To be provided by a new Access and Utility Easement, see below comments					
STREETS/ALLEYS:					
? Dedicated to the public					
? Private, with rights of way granted to each lot owner					
? N/A, no streets or alleys within plat boundary					
LOT DIMENSIONS ? Are ? Are Not properly shown.					
Lots ? Are ? Are Not PROGRESSIVELY NUMBERED.					
CERTIFICATES					
Certificate of Owner(s) ? Included ? To be provided via separate Affidavit					
Certificate of Surveyor ? Included ? Not included					
Certificate of Acceptance from ? Town of Jackson ? Teton County ? To be provided by separate Affidavit					
Certificate of Mortgagee(s) ? Included ? To be provided via separate Affidavit ? N/A					
PLAT REVIEW – Conclusions					
Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:					
1. LEGAL ACCESS: Legal access to all lots has been the primary issue since the original version of this plat was provided for review back in April. We have now been provided with 2 versions of an access easement to review, and have the following comments:					
a) Version 1: Declaration of Access and Utility Easement burdening and benefitting existing parcels 1 and 2					
• This would need to be recorded prior to the plat, and then specifically referenced on the plat.					
• This attempts to “establish” an easement by a “Declarant.” However, this should be a grant of easement from a Grantor to a Grantee. The instrument includes non-merger language, so the fact that the Grantor and Grantee are the same party should not be an issue.					
• The legal description in Exhibit B appears consistent with the illustrative map attached as Exhibit C, but it appears this might not be identical with the easement as shown on the plat. This should be double checked by the surveyor.					
b) Version 2: Access, Parking and Underground Utility Easement Agreement burdening and benefitting new Lots 1 – 6					
• This would need to be recorded concurrently with the proposed plat since it uses the “new” legal descriptions, and then referenced on the plat.					
• The legal description in Exhibit 1 appears consistent with the illustrative map attached as Exhibit 2, but it appears this might not be identical with the easement as shown on the plat. This should be double checked by the surveyor.					
c) Thoughts regarding the competing access/utility easements:					
• Only one of these two instruments should be recorded					
• The terms, provisions, conditions and limitations of the two easements are not the same, so the parties should determine what needs to be included, and “tighten up” whichever document is to be recorded, taking care to record either prior to, or concurrently with the plat, as appropriate.					
2) OTHER RECORDED INSTRUMENTS:					
a) Termination of Easement 311926: Because the instrument being attached as Exhibit A had its own Exhibit A, there are 2 Exhibits A, which is confusing. You could address this by labeling the new exhibits as Exhibits 1 and 2.					
b) Termination of Easement 311927: Because the instrument being attached as Exhibit A had its own Exhibit A and Exhibit B, there are 2 Exhibits A, and 2 Exhibits B, which is confusing. You could address this by re-labeling the new exhibits.					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
c) Sanitary Sewer Easement: Exhibit A should include the full name of the plat, not just "The north 25 of Lots 4 and 5 of Plat No. ."					
d) LVE Electric Distribution Easement: Same comment, please include the full legal description not just the plat number.					
3) SHEET 1 OF THE PROPOSED PLAT:					
a) Notation regarding 25' sewer easement: Since this document utilizes the new Lot 4 and Lot 5 legal descriptions, it will be recorded after the plat. Therefore, the notation that currently reads, "25' Wide Easement Doc. No. " should be changed to, "25' Wide Sewer Easement to Town of Jackson recorded concurrently herewith."					
b) Legend notation regarding Access and Utility Easement: IF the parties decide to use the instrument utilizing the Parcels 1 and 2 legal descriptions, requiring it to be recorded prior to the plat, this should be changed to, "Access and Utility Easement Doc. No. ."					
IF the parties choose the instrument utilizing the new Lots 1-6 legal descriptions, this should be changed to, "Access and Utility Easement recorded concurrently herewith."					
NOTE: See prior comments about the legal description on these instruments not being consistent with the easement as depicted on the plat.					
4) SHEET 2 OF THE PROPOSED PLAT:					
a) The Certificate of Owner should only have one reference to the Access and Utility Easement. This should read, "This subdivision is subject to, and benefitted by, that Access and Utility Easement recorded as Document Number " OR "This subdivision is subject to, and benefitted by, that Access and Utility Easement recorded concurrently herewith."					
b) The Certificate of Owner should identify the owner on whose behalf Natalia Macker is signing. (Teton County, Wyoming, by Natalia D. Macker, Chair...)					
c) Similarly, the Certificate of Acceptance should identify that the parties are signing on behalf of The Town of Jackson.					
Comments/General Observations: For your review and consideration, may not require changes:					
1) The format on 2 pages is somewhat odd and makes the plat difficult to review; it appears this plat could all fit on one page.					
2) The Certificate of Owner omits any reference to Lots 4 and 5 being subject to the Sewer Easement to TOJ and the LVE Easement to be recorded concurrently with the plat.					
Next Steps:					
1. ENTITY DOCS – The owner should provide a copy of the X and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party.					
2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.					
3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.					
PLAT REVIEW – Disclaimer					
Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.					
Plat Review submitted by:					
Date: 9.16.22					
Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company					
nancy@title22consultants.com					
Police		3/24/2022	4/14/2022		
Michelle Weber					
Public Works	INSUFFICIENT	3/24/2022	4/14/2022	4/20/2022	
Brian Lenz					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
(4/20/2022 5:32 PM BTL)					
FINAL PLAT – Prior to Recommending Approval					
P22-066					
ADDRESS: 445 E Kelly Ave					
OWNER: Teton County					
APPLICANT: Jackson / Teton County Affordable Housing					
4/20/2022					
Brian Lenz, 733-3079					
DATE OF SUBMITTAL: 3/24/2022					
DATE OF MATERIALS: Plat, 3/10/22					
REVISION NO.: 00					
BOND FOR MONUMENTATION: \$8250. \$500 per corner up to 10 and discounted below that to \$250. Enter this bond value in the Restrictions section of TRAKiT.					
Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor.					
The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above.					
PRIOR TO RECOMMENDING PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:					
GENERAL					
1. The name of the subdivision is very long and lacking character but very specific.					
2. Consideration of any warning of possible nuisance from the LVE Substation					
3. A Subdivision Improvement Agreement is required and a bond for improvements and monumentation provided for in the amount of 125% of the work					
4. Provide PDFs for further review prior to executing any final documents.					
EASEMENTS					
5. Legal access easements for all lots to Kelly must be provided.					
6. Easements for all common utilities must be provided.					
7. Provide exhibits for all proposed easements.					
8. Provide the draft of the Utility and Access easement for the Town's sewer in a form provided by the Town of Jackson, coordinate with Town Attorney and Engineering.					
9. There is an existing 20 feet wide easement granted to the Town for the sewer, Doc. 311926, that overlaps with the proposed 25 feet wide easement. Coordinate with the Town Engineer to determine if the existing easement needs to be vacated or only an additional 5 feet of easement is warranted.					
10. A separate easement should be provided for Lower Valley Energy.					
11. For verification include exhibits that show the proposed easements overlaying the access or utility that they are providing.					
12. Provide documents for the vacation of the 1991 Access Easement within Mike Yokel Park.					
DECLARATION OF EASEMENT					
13. Is drafted such that the 6 lots are not yet created. Consideration should be given as to whether or not drafting the easement for the six lots is more appropriate.					
14. Section 1. States for the benefit of the property but should be for the six lots. Consideration of the structure of the various agreements needs to be considered and revised accordingly.					
15. Section 2. Language may conflict with other agreements or leases between the County (Owner) and developers or final owners. Review and revise accordingly.					
16. Section 3: Refers to parties but only one party is defined in the declaration. Review and revise accordingly.					
17. Consider the structure of the easements, grantors, grantees and who will be the owners when the development is complete. If the county will remain the owner of the "base" lots then this may be a matter for the lease and CCRs rather than an easement.					
18. Provide all of the Exhibits and where relevant samples with the easement overlayed on the uses they are providing for.					

LDRs 8.5.3.D Subdivision PLAT CONTENT

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
1. A plat shall contain notice of a mapped fault line pursuant to Section 5.4.3.B.					
a. If no fault lines exist, provide a statement in the submittal documents that no fault line exists.					

CERTIFICATE OF APPROVAL

1. Provide all of the proposed affidavits for review.

NOTES

1. Add a note, NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS

CERTIFICATE OF OWNER

1. Add the note: that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson; and,
2. Add a note that the subdivision is subject to a Subdivision Improvement Agreement recorded with the plat.
3. Add a note that the subdivision is subject to access and utility easement(s) within the subdivision to be recorded with the plat. Show the easements on the plat, even though they are created by separate instrument.
4. Include a statement that provides evidence that all parcels of land created by the subdivision will be subject to written and recorded covenants or other instruments creating an entity, binding on subsequent owners of the land within the subdivision. The entities that may be used include, but are not limited to, special improvement districts, homeowners associations and mutual benefit corporations. The board shall not mandate the creation of an entity with the ability to interfere with any owner's ability to use his private property, except to collect any assessment. The entity shall have the ability to address the following topics: (A) Maintenance and responsibility for common areas, roads and water supply systems and assessments against all parcels of land in the subdivision to defray the costs thereof; (B) Continued management of the entity.
5. Provide the CCRs for Review
6. Provide the proposed affidavit for review.

PLAT SHEETS

1. Provide a second tie to the county control network.
2. That easements are provided for or noted to be recorded contemporaneously with the plat.
3. On the Vicinity map there is an "X" before 34 in the Section call out. Review and revise accordingly.
4. LDRs 7.7.5.B: Where utilities are not provided within a dedicated road right-of-way, easements of not less than 30 feet shall be provided for accommodating water lines, sanitary sewers and stormwater drainage. Minimum width of easements for power lines, telephone lines, and other utilities shall be 15 feet. Minimum easements for private water lines, sanitary sewers and stormwater drainage are 20 feet wide.

Public Works APPROVED W/CONDITIONS 6/13/2022 6/27/2022 7/12/2022

Brian Lenz

(7/12/2022 4:14 PM BTL)

Sent emails to Kristi regarding their easement and proposed revisions. They will provide revisions on the plat.

Public Works NO COMMENT 8/12/2022 8/24/2022 8/24/2022 See next review.

Brian Lenz

Public Works APPROVED W/CONDITIONS 9/12/2022 9/16/2022 9/22/2022 See Notes

Brian Lenz

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(9/22/2022 9:32 AM BTL)					
FINAL PLAT – Approved with Conditions					
P22-066					
ADDRESS: 445 E Kelly Ave					
OWNER: Teton County					
APPLICANT: Jackson / Teton County Affordable Housing					
9/22/2022					
Brian Lenz, 733-3079					
DATE OF SUBMITTAL: 3/24/2022					
DATE OF MATERIALS: Plat, 3/10/22					
REVISION NO.: 00					
BOND FOR MONUMENTATION: \$8250.					
Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor.					
The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above.					
PRIOR TO RECOMMENDING PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:					
GENERAL					
A. No Subdivision Agreement will be sought for the improvements. Bonding for installation of the infrastructure is the responsibility of the applicant, Teton County as a public entity.					
B. Provide a summary sheet of all documents to be recorded and the order of their recordation.					
C. Final documents are subject to a final review before signatures.					
ACCESS, PARKING, AND UNDERGROUND UTILITY EASEMENT AGREEMENT					
D. For verification include exhibits that show the proposed easements overlaying the access or utility that they are providing.					
E. Recommend including the name of the Plat as well as the number.					
F. It is not clear why the PINs are listed as temporary.					
G. Recommend referring to the Grantee's property as identical to the Grantor's property to eliminate any discrepancies.					
H. Grantor signature page starts on last page of document.					
I. Include page numbers.					
J. Exhibit 2 shows Parcels 1 and 2 and not lots 1-6.					
K. Easement area does not include the sewer connection to the north. Provide at least 20 feet for the sewer main easement, recommend building to building.					
L. Revise Exhibits and Legal Description as necessary to accommodate sewer connection to the north.					
M. Verify easement area matches what is shown on the plat. Revise as appropriate.					
N. Consider the structure of the easements, grantors, grantees and who will be the owners when the development is complete. If the county will remain the owner of the "base" lots then this may be a matter for the lease and CCRs rather than an easement.					
O. Provide all of the Exhibits and where relevant samples with the easement overlayed on the uses they are providing for.					
NOTES					
P. Recommend combining all of the water, sewer, and storm notes into one note or listing them continuously, i.e. without the "fault" note in the middle.					
Q. Move access to water and sewer up to the Certificate of Owner.					
CERTIFICATE OF OWNER					
R. Move from the notes into the Certificate of Owner, the note: that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson; and,					
S. Revise the third "that" statement and map labels so that they acknowledge the easements are recorded concurrently with the plat. Consider if "as shown here on" conflicts with recordation of a separate instrument and revise accordingly.					
T. Revise the fourth "that" statement should be removed as the easement is being terminated and no longer relevant.					
Project Reviews					
Report By: Tyler Valentine					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
U.					Add a statement that the entire subdivision is subject to an Access, Parking, and Underground Utility Easement recorded concurrently with the plat.
V.					Include a note to the effect that no lot shall be sold separately or subdivided prior to establishing written and recorded covenants or other instruments creating an entity, binding on subsequent owners of the land within the subdivision that provides for (a) the maintenance and responsibility for common areas, roads, parking, water, sewer, storm, irrigation, etc. and assessments against all parcels of land in the subdivision to defray the costs thereof; (b) the continued management of the entity. This is a statutory requirement.
PLAT SHEET					
W.					That easements are provided for or noted to be recorded concurrently with the plat and are not created by the plat.
X.					Remove the 20' sewer easement that is being terminated concurrently with the plat.
Y.					Revise as necessary the Access, Parking, and Utility Easement.
Z.					LEGEND: Revise label for the Access and Utility easement hatch as recorded concurrently with this plat. Update label on map as well. Detailed dimensions of the easement should not be shown to minimize any conflict with the actual instrument.
AA.					The scale bar and bottom of the legend overlap. Review and revise.
BB.					There are symbols on the map that are not reflected in the legend. Review and revise.
CC.					This review did not include a review of the Declaration of Easement.
TERMINATION OF EASEMENT SEWER					
DD.					Paragraph 1: Add the document number (Doc. 311926) before the book and page.
EE.					Paragraph 1: Recommend removing the easement to be terminated as an exhibit to reduce confusion. If applicant's legal team requires that it be part of the termination document then it is recommended that it be an ATTACHEMENT to the Termination and each page marked ATTACHMENT X, where X is the number of the Attachment. Further, that each page of the existing easement be clearly marked at the EASEMENT TO BE TERMINATED.
FF.					Paragraph 3: Remove Exhibit B and include the reference to Parcel Two of the deed recorded with the Teton County Clerk, Doc. 0992546.
GG.					Paragraph 5: add to this line or an additional line that Town of Jackson respectfully requests that the Teton County Clerk mark the Terminated Easement as Terminated and reference this recorded document.
HH.					Change the effective date of this termination to be the date of recordation of the new Sewer Utility Easement to be recorded prior to this termination. The intent of this condition is to prevent a period where no easement is in effect.
II.					Verify all document and record numbers included herein.
JJ.					Include page numbers.
TERMINATION OF EASEMENT ACCESS					
KK.					Paragraph 1: Add the document number (Doc. 311927) before the book and page.
LL.					Paragraph 1: Recommend removing the easement to be terminated as an exhibit to reduce confusion. If applicant's legal team requires that it be part of the termination document then it is recommended that it be an ATTACHEMENT to the Termination and each page marked ATTACHMENT X, where X is the number of the Attachment. Further, that each page of the existing easement be clearly marked at the EASEMENT TO BE TERMINATED.
MM.					Paragraph 2: Remove Exhibit B and include the reference to Parcel Two of the deed recorded with the Teton County Clerk, Doc. 0992546.
NN.					Paragraph 3: Remove Exhibit C and include the reference to the property included in the Easement.
OO.					Paragraph 5: add to this line or an additional line that Town of Jackson respectfully requests that the Teton County Clerk mark the Terminated Easement as Terminated and reference this recorded document.
PP.					Remove "or the Burdened Property" from the last paragraph.
QQ.					Verify all document and record numbers included herein.
RR.					Include page numbers.
SEWER EASEMENT					
SS.					The termination of the old sewer easement and the new sewer easement need to be coordinated such that the new easement is effective before the termination. The order of recordation of the documents will impact which lots (or parcels) the documents reference. Determine if the Plat will be recorded first and if so, establish all documents in terms of Lots 4 and 5, otherwise they should reference Parcel Two of the recorded deed.
TT.					Section 3(i): add to the end of the section, "except for those decks that are approved by Town of Jackson building permits and that must be installed and constructed so that they can be removed from the easement area."
UU.					Section 6: Change the notice days allowed from ninety (90) to five (5). This has to do with our statutory allowed time to respond and questions regarding this matter should be directed to the Town Attorney.
VV.					Review and revise all page numbers, e.g. pages total is only 6 with 8 pages.
WW.					EXHIBIT B: The legend and hatched area are not relevant to this easement. Revise hatch to the sewer Easement area and revise legend as necessary.
LOWER VALLEY ENERGY EASEMENT					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
A. Review the BEGINNING description for accuracy, e.g. is "adjacent the north property line as a strip of land 12.5' wide." This seems to contradict the description of a line and the following paragraph for a width of 12.5' on each side.					
PARKS AND RECREATION					
1. It is not clear what Parks and Recreation comment is regarding park improvements and the secured access points pertains to. If this subdivision is responsible for providing secure access points to the park that should be noted on the plat. If they are responsible for the maintenance of the pipe within the park that should be noted on the plat.					
2. This review did not include a review of the SIA but if the SIA is warranted for the park improvements a review can be provided.					
START		3/24/2022	4/14/2022		
Darren Brugmann					



Todd Cedarholm, PLS

Town of Jackson Planning Department and Building Department
P.O. Box 1687
Jackson, WY 83001

September 14, 2022

ATTN: Tyler Valentine, Planner
RE: P22-066, 445 East Kelly Plat

Dear Tyler:

I have reviewed the revised plat accompanying the P22-066 application. I would suggest that the surveyor address the following items:

- The legal description and map exhibit attached to the easement reservation documents do not match the easement as depicted on the plat itself.
- The monument symbol intended to mark the SE corner of Lot 6 appears to be placed in a random position.
- The venue identified in the Certificate of Acceptance should include the Town of Jackson.
- The proposed 25' wide easement to be created along the north boundary should be labeled as to grantee and purpose.
- Wyoming water rights appurtenant to the property have not been identified and noted on the plat as required by **WS S18-5-306 Minimum Requirements for Subdivision Permits**.
- The plat is unnecessarily plotted on two sheets, for clarity and simplicity sake the two sheets should be incorporated into a single sheet.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Cedarholm", is enclosed in a rectangular box.

Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming



TITLE 22 CONSULTANTS PLAT REVIEW

PLAT REVIEW – 445 East Kelly Addition to the Town of Jackson

Proposed Plat: 445 E. Kelly Addition to the Town of Jackson

Platted From: 2 metes and bounds parcels in SE/NW/34/41/116

Located: Town of Jackson

Owner/Subdivider: Teton County, a duly organized county of the State of Wyoming

Summary: The proposed subdivision creates 6 platted lots, which will eventually contain 18 separate “townhomes” to be constructed by Habitat for Humanity of the Greater Teton Area, and restricted via residential ground leases. The intention is to later vacate the proposed plat and file a new plat that legally creates the 18 lots.

Additional Documents to be Recorded Provided with Plat: 1) Termination of Easement 311926 2) Termination of Easement 311927 3) Sewer Easement to TOJ 4) Electric Distribution Easement to Lower Valley Energy 5) Access and Utility Easement 6) Affidavit/Certificate of Owner 7) Affidavits/Certificate of Acceptance

Title Report provided by Wyoming Title & Escrow **Effective Date:** April 15, 2022

Note: Title 22 Consultants has not prepared a title report or conducted a “patent to present” search of subject land; we are basing our review on the title report provided by the title company identified above.

New documents filed of record subsequent to the effective date:

☒ N/A

PLAT REVIEW – Technical Review

ACCESS: Legal access is provided via: To be provided by a new Access and Utility Easement, see below comments

STREETS/ALLEYS:

- ☐ Dedicated to the public
- ☒ Private, with rights of way granted to each lot owner
- ☐ N/A, no streets or alleys within plat boundary

LOT DIMENSIONS ☒ Are ☐ Are Not properly shown.

Lots ☒ Are ☐ Are Not **PROGRESSIVELY NUMBERED**.

CERTIFICATES

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

Certificate of Surveyor ☒ Included ☐ Not included

Certificate of Acceptance from ☒ Town of Jackson ☐ Teton County ☒ To be provided by separate Affidavit

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

PLAT REVIEW – Conclusions

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

1. **LEGAL ACCESS:** Legal access to all lots has been the primary issue since the original version of this plat was provided for review back in April. We have now been provided with 2 versions of an access easement to review, and have the following comments:
 - a) Version 1: Declaration of Access and Utility Easement burdening and benefitting existing parcels 1 and 2
 - This would need to be **recorded prior to the plat**, and then specifically referenced on the plat.
 - This attempts to “establish” an easement by a “Declarant.” **However, this should be a grant of easement from a Grantor to a Grantee.** The instrument includes non-merger language, so the fact that the Grantor and Grantee are the same party should not be an issue.

- The legal description in Exhibit B appears consistent with the illustrative map attached as Exhibit C, **but it appears this might not be identical with the easement as shown on the plat.** This should be double checked by the surveyor.
- b) Version 2: Access, Parking and Underground Utility Easement Agreement burdening and benefitting new Lots 1 – 6
- This would need to be recorded concurrently with the proposed plat since it uses the “new” legal descriptions, and then referenced on the plat.
 - The legal description in Exhibit 1 appears consistent with the illustrative map attached as Exhibit 2, **but it appears this might not be identical with the easement as shown on the plat.** This should be double checked by the surveyor.
- c) Thoughts regarding the competing access/utility easements:
- Only one of these two instruments should be recorded
 - The terms, provisions, conditions and limitations of the two easements are not the same, so the parties should determine what needs to be included, and “tighten up” whichever document is to be recorded, taking care to record either prior to, or concurrently with the plat, as appropriate.

2) OTHER RECORDED INSTRUMENTS:

- a) Termination of Easement 311926: Because the instrument being attached as Exhibit A had its own Exhibit A, there are 2 Exhibits A, which is confusing. You could address this by labeling the new exhibits as Exhibits 1 and 2.
- b) Termination of Easement 311927: Because the instrument being attached as Exhibit A had its own Exhibit A and Exhibit B, there are 2 Exhibits A, and 2 Exhibits B, which is confusing. You could address this by re-labeling the new exhibits.
- c) Sanitary Sewer Easement: Exhibit A should include the full name of the plat, not just “The north 25 of Lots 4 and 5 of Plat No. __.”
- d) LVE Electric Distribution Easement: Same comment, please include the full legal description not just the plat number.

3) SHEET 1 OF THE PROPOSED PLAT:

- a) Notation regarding 25’ sewer easement: Since this document utilizes the new Lot 4 and Lot 5 legal descriptions, it will be recorded after the plat. Therefore, the notation that currently reads, “25’ Wide Easement Doc. No. _____” should be changed to, “25’ Wide Sewer Easement to Town of Jackson recorded concurrently herewith.”

b) Legend notation regarding Access and Utility Easement: IF the parties decide to use the instrument utilizing the Parcels 1 and 2 legal descriptions, requiring it to be recorded prior to the plat, this should be changed to, "Access and Utility Easement Doc. No. ____."

IF the parties choose the instrument utilizing the new Lots 1-6 legal descriptions, this should be changed to, "Access and Utility Easement recorded concurrently herewith."

NOTE: See prior comments about the legal description on these instruments not being consistent with the easement as depicted on the plat.

4) SHEET 2 OF THE PROPOSED PLAT:

a) The Certificate of Owner should only have one reference to the Access and Utility Easement. This should read, "This subdivision is subject to, and benefitted by, that Access and Utility Easement recorded as Document Number ____" OR "This subdivision is subject to, and benefitted by, that Access and Utility Easement recorded concurrently herewith."

b) The Certificate of Owner should identify the owner on whose behalf Natalia Macker is signing. (Teton County, Wyoming, by Natalia D. Macker, Chair...)

c) Similarly, the Certificate of Acceptance should identify that the parties are signing on behalf of The Town of Jackson.

Comments/General Observations: For your review and consideration, may not require changes:

- 1) The format on 2 pages is somewhat odd and makes the plat difficult to review; it appears this plat could all fit on one page.
- 2) The Certificate of Owner omits any reference to Lots 4 and 5 being subject to the Sewer Easement to TOJ and the LVE Easement to be recorded concurrently with the plat.

Next Steps:

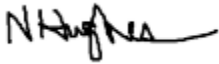
- ~~1. ENTITY DOCS — The owner should provide a copy of the X and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party.~~
2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.

3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.

PLAT REVIEW – Disclaimer

Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.

Plat Review submitted by:



Date: 9.16.22

Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company
nancy@title22consultants.com



Jackson/Teton County Affordable Housing Department

Kristi Malone

Housing Supply Specialist

kristi.malone@tetoncountywy.gov

P: 307.732.8571

September 27, 2022

RE: 445 E Kelly Plat Application (P22-066)

Dear Tyler,

Thank you for continuing to manage review of the Plat application for a six-lot subdivision at 445 E Kelly Avenue. At this point, we have submitted several iterations of the draft plat and accompanying documents based on several rounds of review from Town Engineering, Survey, and Title. To demonstrate comprehensive compliance with all review comments received to date, I have attached updated versions of all application materials and a list of responses to all review comments received.

Attachments to this letter include:

1. Revised Draft Plat Map, dated September 15, 2022
2. Draft Existing easement termination instrument (311926)
3. Draft Existing easement termination instrument (311927)
4. Draft Town of Jackson Sanitary Sewer Agreement
5. Draft Lower Valley Energy Utility Easement
6. Draft Access, Parking and Underground Utility Easement
7. Draft Affidavit/Certificate of Owner
8. Draft Affidavits/Certificates of Acceptance
9. Response to written review comments received from Town Engineering, Survey, and Title
10. Title Report, dated April 15, 2022

Thank you for your continued attention and coordination on this application.

Sincerely,

Kristi Malone

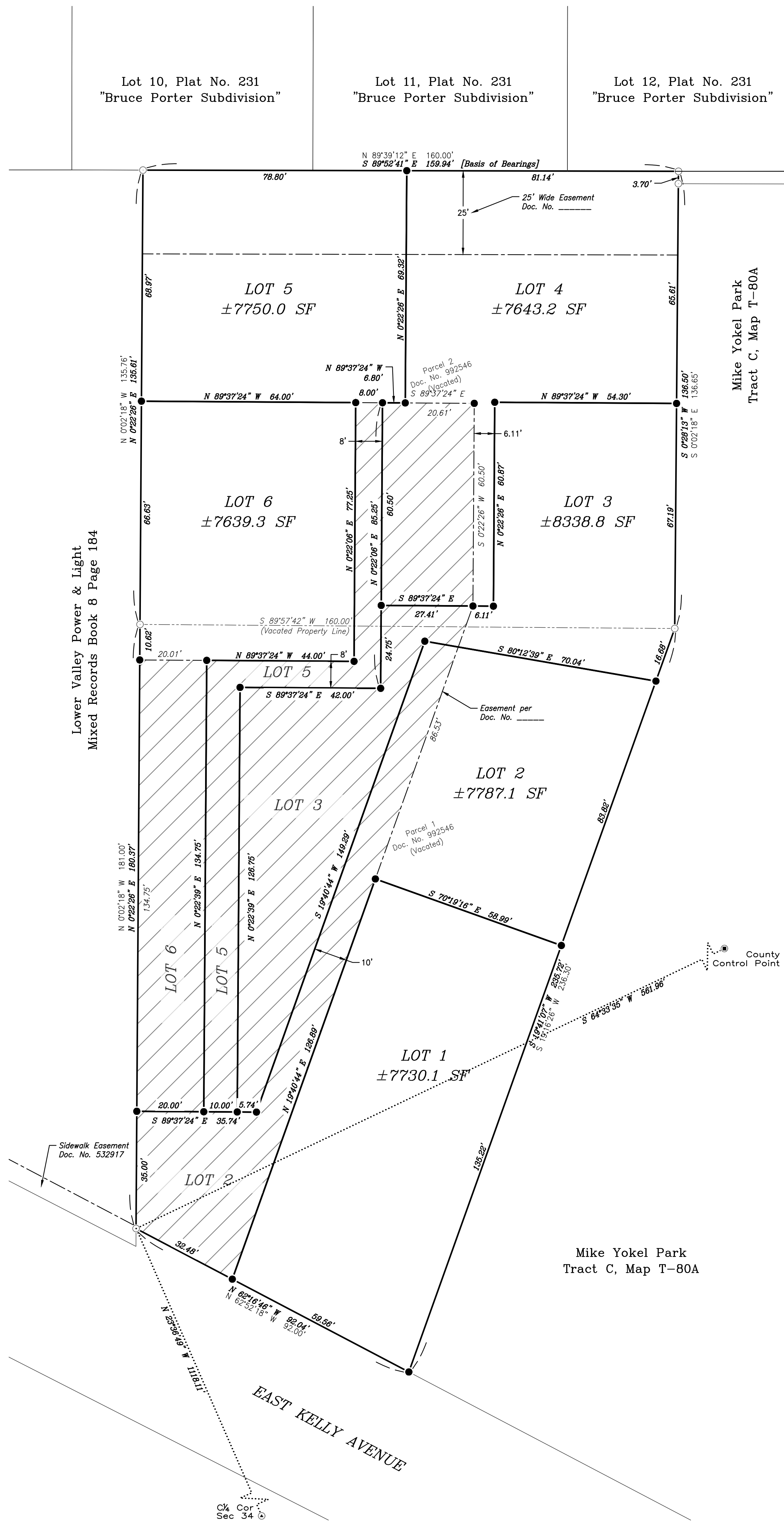
F:\2020\20263_445-East-Kelly\Survey\ACAD\20263_220725_PLAT_REV2.dwg

LEGEND

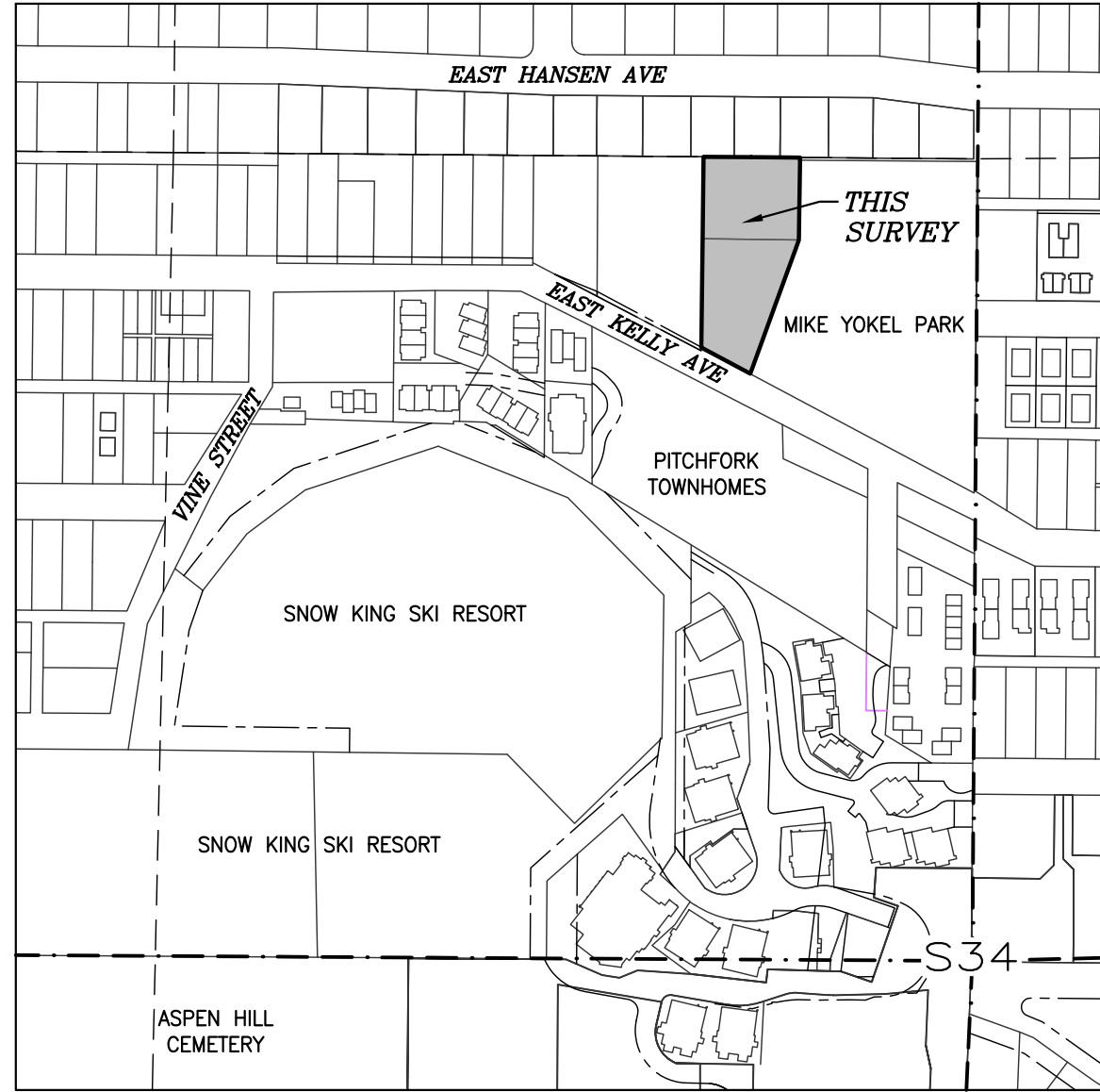
- Indicates a 24-inch long, 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PLS 10052" set this survey
- Indicates a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PE & LS 578" found this survey
- Indicates a 5/8-inch diameter rebar found this survey
- ⊙ Indicates a 2.5-inch diameter steel pipe with a 3.25-inch diameter BLM brass cap with appropriate details found this survey and is assigned page No. X-15 in book No. 41-116
- Indicates a 3.25-inch diameter brass cap pipe monument inscribed "RLS 164" with other appropriate makings found this survey

	Measured Property Boundary
	Adjoining Property Boundary
	Vacated Property Boundary
	Easement Line
	Boundary Tie Line

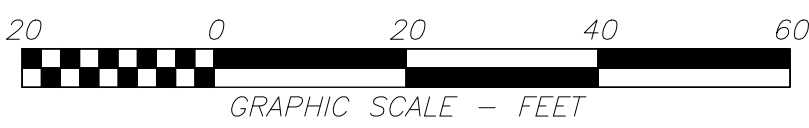
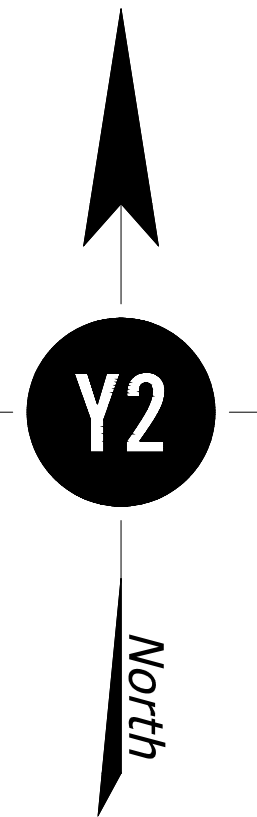
	Measured Bearing and Distance
	Record Bearing and Distance per Document No. 992546
	Access and Utility Easement Bearing and Distance
	Access and Utility Easement



VICINITY MAP



Showing SE1/4NW1/4 of Section S34
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming
Scale: 1"=300'



1"=20' (Valid For 24"x36" Plots Only)

FINAL PLAT
445 East Kelly Avenue
Addition to the Town of Jackson
Being a portion of
SE1/4NW1/4 of Section 34
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming

Y2 CONSULTANTS
ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES



DRAFT 9/15/22

Final Plat

PROJECT NUMBER:	20263
DRAWING DATE:	3/10/2022
FINL REVISION DATE:	N/A
DRAWN BY:	NWW
REVIEWED BY:	NWW

OWNER
Teton County
445 East Kelly Avenue
Jackson, WY 83001

SURVEYOR
Y2 Consultants, LLC
180 S Willow Street
PO Box 2870
Jackson, WY 83001
Phone: 307-733-2999

SUBDIVISION INFORMATION
Number of Lots: 6
Average Area Per Lot:
7,814.8 SF
Total Project Area:
46,888.6 SF/1.08 Acres

SHEET:
1 of 2

TERMINATION OF EASEMENT

1. An easement was created and described in a document recorded June 21, 1991, as (instrument) 311926 (book) 238 of Mixed Records (page) 1020-1022, in the Teton County Clerk's Official Records: Purpose: Underground pipes, mains, and sewer lines (Parcel 2) Doc. 311926, B238P1020 ("Easement"). Copy of original Easement recording is attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein.
2. The undersigned, Town of Jackson, a municipal corporation of the State of Wyoming, is solely benefitted by the Easement.
3. The Easement burdens that certain real property currently owned by Teton County, a duly organized county of the State of Wyoming, and legally described in Exhibit 2 (the "Property"), identical with Parcel Two described in Warranty Deed recorded on June 18, 2020 in the Office of the Teton County Clerk as Doc. 0992546.
4. This Easement is to be replaced by a new utility easement benefitting the Town of Jackson.
5. The Town of Jackson hereby provides a release of the Easement as set forth below. The Town of Jackson respectfully requests that the Teton County Clerk mark the terminated easement as terminated and reference this recorded document.

Now, therefore, in exchange for the grant of a new utility easement to be recorded concurrent with subdivision plat of the Property and for good and valuable consideration as hereby acknowledged, the Town of Jackson does, by this instrument, release, vacate and terminate any and all rights, privileges and use of the Easement described above; it being the intention of the Town of Jackson to terminate such Easement and render null and void the Easement with said termination to be effective as of the date of recordation of this document with the Clerk's Office of Teton County, Wyoming and shall be effective against all of the Town of Jackson's heirs, successors and assigns and such vacation shall run with the land and be binding against any future owner of the Property.

IN WITNESS WHEREOF, the Town of Jackson has hereby executed this Termination of Easement this ____ day of _____, 2022.

Town of Jackson:

Hailey Morton Levinson, Mayor

Attest:

Riley Taylor, Town of Jackson Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, and Riley Taylor, Town of Jackson Clerk and the above document was acknowledged before me.

Notary Public

Exhibit 1 - Copy of Original Easement Recording to be Terminated

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for Ten (\$10) Dollars and other good and valuable consideration, receipt whereof being hereby acknowledged, NORRIS and GRACE BROWN, husband and wife, of Teton County, Wyoming, hereinafter called the "Grantor", hereby grants to the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, hereinafter called the "Grantee", the right to lay out, construct, inspect, operate, maintain and repair underground pipelines, mains or sewers, and necessary and appurtenant manhole structures, together with the right to excavate and refill ditches and trenches for the location of said pipelines, mains and appurtenant structures, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines, mains or sewers, and for the foregoing described purposes grant for the use of the Grantee, and a permanent utility easement over, under and across the tracts described on Exhibit "A" attached hereto and by this reference made a part hereof.

The Grantors also grant the right of ingress and egress to and from said described lands over and across reasonable routes approved by the Grantors for the purpose of exercising by the Grantee the rights granted by this easement.

The grant herein defined is an easement and shall be perpetual so long as the same is used for the aforementioned purposes. The Grantors will not use or permit to be used, the property subject to the permanent easement for any purpose whatsoever which would interfere with the use hereby granted to the Grantee; provided, however, that the Grantors may use the subject property for agriculture, parking, storage or road purposes, and may place anything which is moveable upon the property. The Grantee shall repair or replace any items which it shall move from the conveyed property and shall repair any damage by reason of the Grantee's use of the property as contemplated by this easement.

IN WITNESS WHEREOF, we have hereunto set our hands this 18 day of June, 1990, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Norris Brown
NORRIS BROWN

Grace Brown
GRACE BROWN

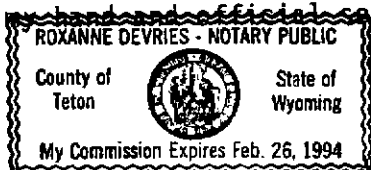
RELEASED	
INDEXED	
ABSTRACTED	✓

Grantor: BROWN, NORRIS Et UX
Grantee: TOWN OF JACKSON
Doc 311926 bk 238 pg 1020-1022 Filed at 2:47 on 06/21/91
V Jolynn Coonce, Teton County Clerk fees: 8.00
By CLATRE K ABRAMS Deputy

STATE OF WYOMING)
COUNTY OF TETON) ss.

The foregoing instrument was acknowledged before me this 18 day of June, 1990, by Norris & Grace Brown.

Witness my hand and official seal.



Roxanne Devries
Notary Public

MY COMMISSION EXPIRES: Feb 26, 1994

The foregoing easement is hereby accepted by the Town of Jackson this 18th day of June, 1990.

TOWN OF JACKSON

BY: William M. Mather

MAYOR

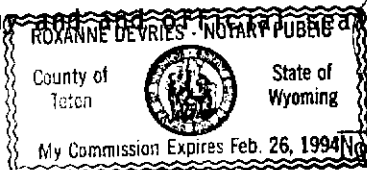
ATTEST:

Regina M. Mather
TOWN CLERK

STATE OF WYOMING)
COUNTY OF TETON) ss.

The foregoing instrument was acknowledged before me by Sam Clark, Mayor and Sadie Hines, Town Clerk of the Town of Jackson this 18 day of June, 1990.

Witness my hand and official seal.



Roxanne Devries
Notary Public

MY COMMISSION EXPIRES: Feb 26, 1994

EXHIBIT A

An easement for installation, repair and maintenance of sanitary sewerline and accessories over, across and through a portion of the SE1/4 NW1/4, Section 34, T41N, R116W, 6th PM, Teton County, Wyoming, being more particularly described as follows:

The northerly 20' of that tract described in Book 140 of Photo on Page 39 in the office of the Teton County Clerk.

Exhibit 2 – Legal Description of Property

A tract of land lying wholly within the SE¼NW¼, Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and
being more particularly described as follows:

Beginning at a point S89°57'42"W, 295.83 feet from a 5/8 inch diameter rebar which is S0°02'18"E, 1465.30 feet from the N¼ corner of said Section 34;

Thence N0°02'18"W, 136.65 feet to a point;

Thence S89°39'12"W, 160.00 feet to a point;

Thence S0°02'18"E, 135.76 feet to a point;

Thence N89°57'42"E, 160.00 feet to the Point of Beginning, said points being marked by a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

PIDN: 22-41-16-34-2-00-028

TERMINATION OF EASEMENT

1. An easement was created and described in a document recorded June 21, 1991, as (instrument) 311927 (book) 238 of Mixed Records (page) 1023-1025, in the Teton County Clerk's Official Records: Purpose: Access and underground utilities Doc. 311927, B238P1023 ("Easement"). Copy of original Easement recording is attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein.
2. The undersigned, Teton County, a duly organized county of the State of Wyoming (the "Owner"), is the owner of that certain property legally described on the attached Exhibit 2 (the "Benefitted Property"), identical with Parcel Two described in Warranty Deed recorded on June 18, 2020 in the Office of the Teton County Clerk as Doc. 0992546, which is benefitted by the Easement.
3. The Easement burdens that certain real property currently owned by the Town of Jackson, a municipal corporation of the State of Wyoming, and legally described in Exhibit A of the Easement to be terminated (the "Burdened Property").
4. This Easement is no longer necessary for access and underground utilities to serve the Benefitted Property.
5. The Owner hereby provides a release of the Easement as set forth below:
Now, therefore, for good and valuable consideration as hereby acknowledged, the Owner does, by this instrument, release, vacate and terminate any and all rights, privileges and use of the Easement described above; it being the intention of the Owner to terminate such Easement and render null and void the Easement with said termination to be effective as of the date of recordation of this document with the Clerk's Office of Teton County, Wyoming and shall be effective against all of Owner's heirs, successors and assigns and such vacation shall run with the land and be binding against any future owner of the Benefitted Property.

IN WITNESS WHEREOF, the Owner has hereby executed this Termination of Easement this ____ day of _____, 2022.

OWNER:

Natalia D. Macker, Chair, Teton County Board of County Commissioners

Attest:

Maureen E. Murphy, Teton County Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Natalia D. Macker, Board of County Commissioners Chair for Teton County, Wyoming, a duly organized county of the State of Wyoming, and Maureen E. Murphy, Teton County Clerk and the above document was acknowledged before me.

Notary Public

Exhibit 1: Copy of Original Easement Recording to be Terminated
ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt whereof being hereby acknowledged by Grantor, the Town of Jackson, a Municipal Corporation of the State of Wyoming, of P. O. Box 1687, Jackson, Wyoming 83001, GRANTOR, hereby grants and conveys to Norris Brown, Jr. and Grace Brown, husband and wife, their successors and assigns, of P. O. Box 189, Jackson, Wyoming 830001, GRANTEES, an easement for the purpose of access, ingress, egress and underground utility purposes, over, under and across that property described on Exhibit "A" attached hereto and as depicted on the map attached hereto as Exhibit "B", and by this reference made a part hereof.

The within grant is an easement running with the land and shall be perpetual so long as it is used for the above-described purposes and shall be appurtenant to those parcels of real property being tracts of land lying wholly within the SE1/4NW1/4, Section 34, T41N, R116W, Teton County, Wyoming, as more particularly described in that Warranty Deed dated the 20th day of February, 1973 and recorded in the Office of the Teton County Clerk on the 23rd day of February, 1973, in Book 23 of Photo, page 419, and that Warranty Deed dated the 1st day of June, 1983 and recorded in the Office of the Teton County Clerk on the 2nd day of June, 1983, in Book 140 of Photo, page 39.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this 16th day of June, 1991.

GRANTOR:

TOWN OF JACKSON

BY: William C. Westbrook, Jr.
its Mayor

ATTEST:

BY: Jacqueline I. Lynes
its Town Clerk

Grantor: TOWN OF JACKSON

Grantee: BROWN, NORRIS JR ET UX

Doc 311927 bk 238 pg 1023-1025 Filed at 2:48 on 06/21/91

V Jolynn Coance, Teton County Clerk fees: 8.00

By CLAIRE K ABRAMS

Deputy

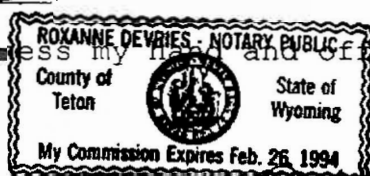
STATE OF WYOMING)

) ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by William C. Westbrook, Jr. and Jacqueline I. Lynes, as Mayor and Town Clerk, respectively, of the Town of Jackson this 16 day of June, 1991.

Witness my hand and official seal.



Roxanne Devries
Notary Public

My Commission Expires: Feb 26, 1994

RELEASED	
INDEXED	
ABSTRACTED	<u>1</u>

EXHIBIT A

A portion of Tract C as shown on Map T-80 as recorded in the Office of the Clerk of Teton County, Wyoming and being situated in the SE1/4 NW1/4 of Section 34, T41N, R116W, 6th PM, Teton County, Wyoming, and being more particularly described as follows:

Beginning at a Point on the westerly boundary of said Tract C which lies N19°15'30"E, 38.00 feet from the southwesterly corner of said Tract;

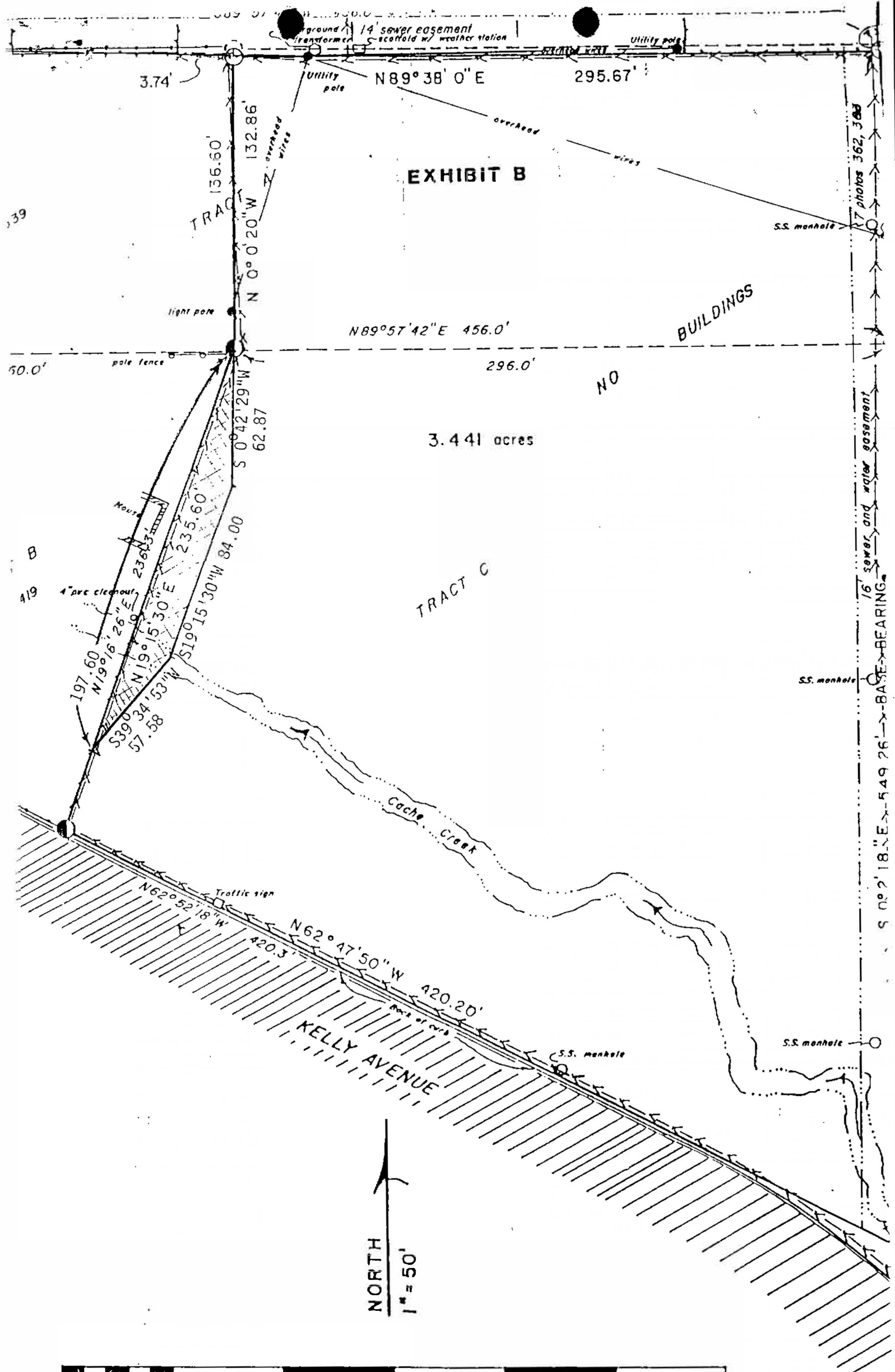
Thence along said westerly boundary of said Tract, N19°15'30"E, 197.60 feet to the northwesterly corner of said Tract C;

Thence S0°42'29"W, 62.87 feet;

Thence S19°15'30"W, 84.00 feet;

Thence S39°34'53"W, 57.58 feet to the Point of Beginning.

Containing 2816 square feet, more or less, and subject to easements, rights-of-way, reservations or restrictions, of sight or of record.



(Exhibit 1 - Copy of Original Easement Recording to be Terminated)

Exhibit 2 – Legal Description of Benefitted Property

Parcel One:

A tract of land lying wholly within the SE¼NW¼, Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and
being more particularly described as follows:

Beginning at a point S0°02'18" E, 1465.0 feet, and S89°57'42"W, 456 feet from the N¼ corner of said Section 34;

Thence S0°02'18"E, 181.0 feet to a point;

Thence S62°52'18"E, 92.0 feet to a point;

Thence N19°16'26"E, 236.30 feet to a point;

Thence S 89°57'42"W, 160 feet to the Point of Beginning;

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

Parcel Two:

A tract of land lying wholly within the SE¼NW¼, Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and
being more particularly described as follows:

Beginning at a point S89°57'42"W, 295.83 feet from a 5/8 inch diameter rebar which is S0°02'18"E, 1465.30 feet from the N¼ corner of said Section 34;

Thence N0°02'18"W, 136.65 feet to a point;

Thence S89°39'12"W, 160.00 feet to a point;

Thence S0°02'18"E, 135.76 feet to a point;

Thence N89°57'42"E, 160.00 feet to the Point of Beginning, said points being marked by a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

PIDN: 22-41-16-34-2-00-027, 22-41-16-34-2-00-028

TOWN OF JACKSON
SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement ("*Agreement*") is made and entered into on this ____ day of _____, 2022 ("*Effective Date*") by and between TETON COUNTY, a duly organized county of the State of Wyoming, with an address of P.O. Box 1727, Jackson, WY 83001 ("*Grantor*"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("*Grantee*").

RECITALS

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

Lots 4 and 5 of the 445 East Kelly Avenue Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2022 as Plat No. _____

Temporary PIDNs: _____ ("*Grantor's Property*")

WHEREAS, Grantee is a municipal corporation that constructs, inspects, maintains, repairs and replaces underground pipelines, mains and sewers, and necessary and pertinent manhole structures and other facilities associated with sewer infrastructure (collectively "*Town's Sanitary Sewer 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 on Exhibit A and as shown on Exhibit B ("*Easement Area*"), which easement encumbers the north 25-foot strip of the Grantor's Property, approximately 0.09 acres, attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee acknowledges that Grantor has also granted to Electric Distribution Easement to Lower Valley Energy, a Cooperative Utility Corporation of Afton and Jackson, Wyoming and to its successors and assigns, a nonexclusive perpetual easement and right of way for the construction and continued maintenance, repair, technological upgrades or alteration and replacement of electric distribution circuits, lines and equipment under, upon and across the same Easement Area.

WHEREAS, Grantee desires to use the Easement Area, for purposes of laying out, constructing, inspecting, operating, maintaining, and repairing new and existing portions of Town's Sanitary Sewer System and intends to connect the Grantor's Property to said 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, that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and

sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for the following purposes: (i) constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing the Town's Sanitary Sewer System, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes; and (ii) grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across, through, and under the Easement Area ("*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 have the right and privilege to access the Easement Area for the Easement Purpose.

Subject to the notice requirements of Section 4 herein, Grantee has the right of ingress and egress upon, over and across as much of Grantor's adjacent lands as may be reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing Town's Sanitary Sewer System; the right to prevent possible interference with the operation of Town's Sanitary Sewer System and to remove possible hazards thereto and the right to prevent the construction within the Easement Area of any building, structure or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of Town's Sanitary Sewer System and the appurtenances, facilities, equipment and attachments thereto.

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. Grantee shall have no right to place, construct or maintain any above-ground buildings, structures, or improvements of any kind. "Above-ground" shall mean any buildings, structures, systems, or other improvements that are not level with, or below, the existing surface grade of the Easement Area.
3. Obstructions. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Area (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Grantee's rights granted hereunder, without the prior written consent of Grantee, except for those decks that are approved by Town of Jackson building permits and that must be installed and constructed so that they can be removed from the easement area.; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Area which endangers or in any way interferes with the construction, efficiency, or convenient and safe operation and maintenance of the Town's Sanitary Sewer System described herein or the exercise of Grantee's rights hereunder.
4. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least fourteen (14) 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 Sanitary Sewer System, and shall

use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for emergency or unplanned repair, maintenance, and replacement when such prior notice is feasible.

5. Restoration. Grantee covenants and warrants that the surface of the Easement Area, and all of Grantor's adjacent lands, buildings, structures and improvements, that are disturbed or impaired by Grantee's work, shall be restored within thirty (30) calendar 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, excluding trees that were removed as a result of such work.
6. Indemnification. Grantee hereby agrees to defend and indemnify Grantor and to hold Grantor harmless from and against: i) any damage to the Easement Area; ii) any damage to Grantor's Property; iii) any injury to any party acting on behalf of Grantee that arises from or relates to, in whole or in part, the Easement Purposes; and iv) any other type of damage to any person or entity to the extent arising from this Agreement or the Easement Purposes. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to defend, 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 i) Grantor, its successors, assigns, employees, contractors or any other third party acting on Grantor's behalf, or ii) any third party performing acts not related to the Easement Purposes. Grantor will notify Grantee in writing within five (5) calendar days of Grantor receiving notice of any claims against Grantor arising from or related to the Agreement from which Grantor is or will be seeking defense and 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 and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.
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. No Assumption of Liability or Responsibility. All improvements or maintenance to the Easement Area necessary to ensure Grantee's access will be the sole responsibility of the Grantee.
13. 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.
14. Abandonment. In the event Grantee ceases or abandons use or operation of the Town's Sanitary Sewer System located within the Easement Area for a period of one (1) year, Grantee shall release Grantor and Grantor's Property from all rights, duties, obligations, and encumbrances created by this Agreement, and Grantee shall remove all visual improvements that Grantee placed, installed or constructed on Grantor's Property. Grantee shall have no obligation to remove subsurface improvements unless the abandonment of such improvements creates a health hazard or dangerous condition to Grantor's Property. Grantee shall have no right to resume the use of the Easement Area or the Easement Purposes after one (1) year of non-use. Grantor's failure to affirmatively request the release pursuant to this provision shall not be a defense to Grantee's obligation to release the Easement.
15. Attorney's Fees. In the event of a dispute between Grantor and Grantee, or their respective successors and assigns, that arises from or is related to the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs from the non-prevailing party.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GRANTOR:

Teton County

By: Natalia D. Macker, Chairwoman
Teton County Board of County Commissioners

Attest:

By: Maureen E. Murphy
Teton County Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Natalia D. Macker, for Teton County, Wyoming, a duly organized county of the State of Wyoming, and Maureen E. Murphy, Teton County and the above document was acknowledged before me.

Notary Public

GRANTEE:

Town of Jackson

By: Hailey Morton Levinson
Mayor

Attest:

By: Riley Taylor
Town Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, Town Clerk of the Town of Jackson, and the above document was acknowledged before me.

Notary Public

EXHIBIT A – Legal Description of Easement Area

A strip of land located within the SE1/4NW1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming being more particularly described as follows:

The north 25 feet of Lots 4 and 5 of Plat No. _____, entitled 445 East Kelly Avenue Addition to the Town of Jackson, recorded in the Office of the Clerk of Teton County, Wyoming on the _____ day of _____, 2022.

Said strip encompasses 0.09 acres, more or less.

The basis of bearings for this survey is S 89°52'41" E as measured along the north line of said Lots 4 and 5.

Y2 Consultants, LLC

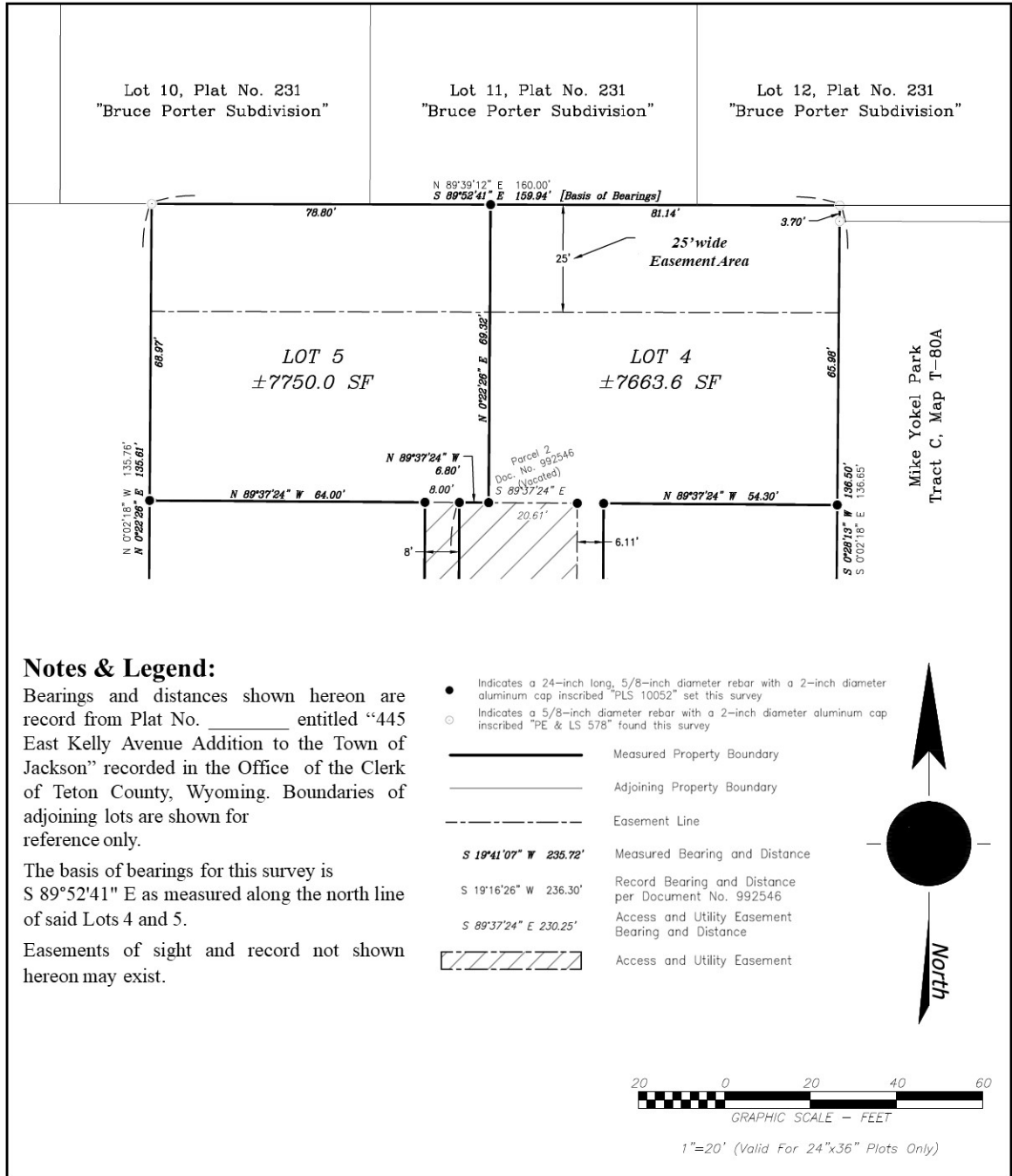
March 22, 2022

Y2 Project No. 20263

Prepared by MWW

Reviewed by Mark Fellermann, Wyoming PLS No. 16012

EXHIBIT B



TEMPORARY PARCEL IDENTIFICATION: _____
SEC.34, T.41N R.116W

ELECTRIC DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, Teton County, a duly organized county of the State of Wyoming, ("Grantor") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Energy, a Cooperative Utility Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, technological upgrades or alteration and replacement of the electric distribution circuits, lines and equipment of the Grantee to be constructed and maintained under, upon and across the premises of Grantor in Teton County, State of Wyoming, along a line described as follows, to wit:

BEING a part of Lots 4 and 5 as described on that plat entitled 445 East Kelly Avenue Addition to the Town of Jackson recorded in the Office of Teton County Clerk on _____, 2022 as Plat No. _____.

BEGINNING at the SW corner of said Lot 5; thence N0°22'26"E 56.47 feet more or less to a point where easement begins and bears S89°52'41"E, parallel to the north property line as a line 12.5 feet from the north property line, 159.94 feet more or less to a point on the east property line of said Lot 4.

RIGHT-OF-WAY Width 12.5 feet on each side of described line, together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities.

The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's distribution lines.

Grantor agrees that all poles, wires and other facilities, installed on or under the described lands shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense. The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's attorney fees if action is undertaken by Grantee to enforce the commitments described in this easement. Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Each party shall have the remedy of specific performance regarding this easement. The rights and obligations described in this easement shall run with the land. This easement is not exclusive, and Grantor retains all rights not specifically granted by this easement. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming.

WITNESS the Hand of the Grantor, this day of , 2022.

Teton County
By: Natalia D. Macker
Its: Chair of Board of County Commissioners

Attest:

By: Maureen E. Murphy
Teton County Clerk

STATE OF }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by Natalia D. Macker, affirming proper authority as the Chairwoman of the Teton County Board of County Commissioners and Maureen E. Murphy as Teton County Clerk, this _____ day of _____, 2022.

(Seal)

Witness my hand and official seal.

Notary Public

My commission expires:

ACCESS, PARKING AND UNDERGROUND UTILITY EASEMENT AGREEMENT

This Access, Parking and Underground Utility Agreement ("*Agreement*") is made and entered into on this ____ day of _____, 2022 ("*Effective Date*") by and between Teton County, a duly organized county of the State of Wyoming, of P.O. Box 1727, Jackson, Wyoming 83001 ("*Grantor*"), and Teton County, a duly organized county of the State of Wyoming, of P.O. Box 1727, Jackson, Wyoming 83001 ("*Grantee*").

RECITALS

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

Lots 1 through 6 of the 445 East Kelly Avenue Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2022 as Plat No. _____ ("*Grantor's Property*").

Temporary PIDNs: _____

WHEREAS, Grantee is the owner of real property identical to the Grantor's Property located in Teton County, Wyoming, and described more fully as:

Lots 1 through 6 of the 445 East Kelly Avenue Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2022 as Plat No. _____ ("*Grantee's Property*").

Temporary PIDNs: _____

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive easement over, across, and under a portion of Grantor's Property for the benefit of Grantee's Property for the purpose of accessing Grantee's Property, shared parking for all lots on Grantee's Property and for the installation, use, maintenance, replacement, and repair of underground utilities servicing Grantee's Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

I. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive access easement ("*Easement*") in, on, over, across, and under that portion of Grantor's Property identified in Exhibit 1 hereto and depicted and illustrated in Exhibit 2 hereto ("*Easement Property*") for the purpose of accessing Grantee's Property, for the purpose of using, installing, maintaining, replacing, and repairing a shared parking lot that service and benefit Grantee's Property and for the purpose of using, installing, maintaining, replacing, and repairing the underground utilities that service and benefit Grantee's Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and

rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee's Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee's easement rights set forth in this Agreement.

2. Access Driveway/Parking Maintenance and Repair. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, and repairing any driveway or parking area constructed within the Easement Property for the benefit of Grantee's Property.

3. Underground Utilities. All utilities constructed, maintained or repaired within the Easement Property for the benefit of Grantee's Property shall be placed and located completely underground with the exception of an above-ground mechanical building to house utility controls. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, repairing and/or replacing any utility infrastructure located within the Easement Property for the benefit of Grantee's Property.

4. Term. The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

5. Improvement and Maintenance; Repair of Surface. Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Easement Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

6. Mechanic's Liens. Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property.

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

8. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

9. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

10. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 10 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 10.

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

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

13. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

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. 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.

GRANTOR:
Teton County

By: Natalia D. Macker, Chairwoman
Teton County Board of County Commissioners

Attest:

By: Maureen E. Murphy
Teton County Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Natalia D. Macker, for Teton County, Wyoming, a duly organized county of the State of Wyoming, and Maureen E. Murphy, Teton County and the above document was acknowledged before me.

Notary Public

GRANTEE:
Teton County

By: Natalia D. Macker, Chairwoman
Teton County Board of County Commissioners

Attest:

By: Maureen E. Murphy
Teton County Clerk

Acknowledgment

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Natalia D. Macker, for Teton County, Wyoming, a duly organized county of the State of Wyoming, and Maureen E. Murphy, Teton County and the above document was acknowledged before me.

Notary Public

DRAFT

Exhibit 1
Legal Description of Access Easement

A parcel of land located within the SE1/4NW1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming being more particularly described by the following metes and bounds:

BEGINNING at the southwest corner of that land described as Parcel One in Document No. 992546 recorded in the Office of the Clerk of Teton County, Wyoming;
THENCE N 0°22'26" E, 171.00 feet, along the west line of said Parcel One to a point;
THENCE S 89°37'24" E, 64.00 feet, departing said west line to a point;
THENCE N 0°22'26" E, 76.00 feet, to a point;
THENCE S 89°37'24" E, 35.41 feet, to a point;
THENCE S 0°22'26" W, 60.50 feet, to a point;
THENCE S 19°40'44" W, 213.42 feet, to a point of intersection with the south line of said Parcel One;
THENCE N 62°16'46" W, 32.48 feet, along said south line to the **POINT OF BEGINNING**.

Said parcel encompasses 0.32 acres, more or less.

The basis of bearings for this survey is referenced to a direct GPS measurement and is considered geodetic (geodetic north using WGS84, NAD83(2011), Epoch 2010.0), resulting in a bearing of N 0°22'26" E as measured along the west line of said Parcel One.

All in accordance with that exhibit entitled "Access Easement" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

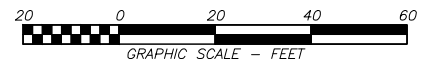
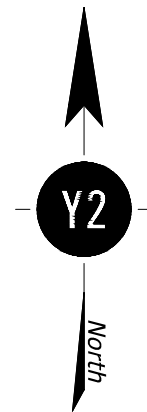
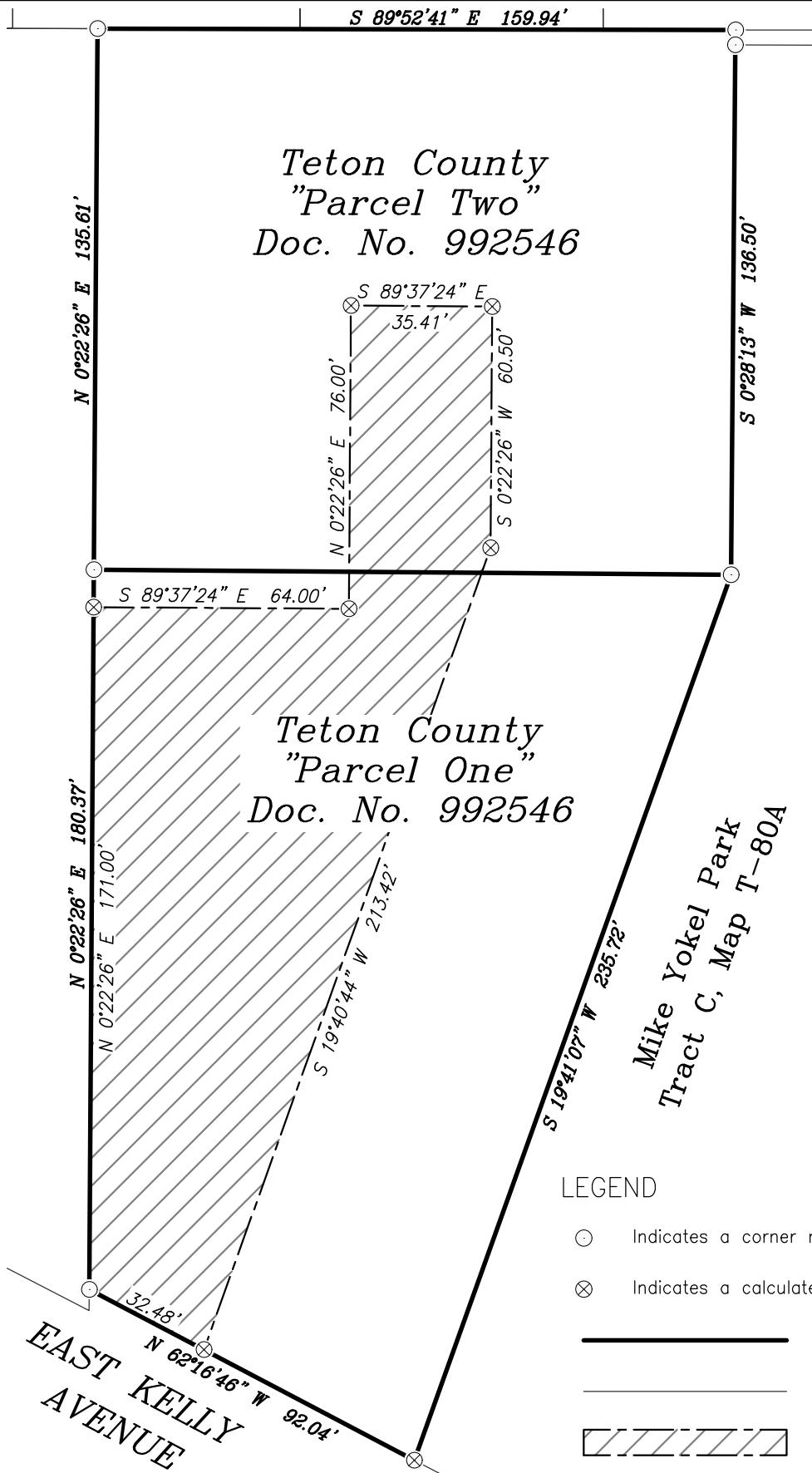
Y2 Consultants, LLC

April 28, 2022

Y2 Project No. 20263

Prepared by MWW

Reviewed by Mark Fellermann, Wyoming PLS No. 16012



1"=40' (Valid For 8.5"x11" Plots Only)

NOTES

Bearings and distances shown hereon are derived from found survey monuments and boundary resolution principles. Boundaries of adjoining properties shown hereon are for reference only.

The basis of bearings for this survey is referenced to a direct GPS measurement and is considered geodetic (geodetic north using WGS84, NAD83(2011), Epoch 2010.0), resulting in a bearing of N 0°22'26" E as measured along the west line of Parcel One as shown hereon.

Easements of sight and record not shown hereon may exist.

Access Easement

Being a portion of
SE1/4NW1/4 of Section 34
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming

CLIENT

Teton County
445 East Kelly Avenue
Jackson, WY 83001

Exhibit 2

PROJECT NUMBER: 20263
DRAWING DATE: 4/28/2022
REVISION DATE:
DRAWN BY: MWW
REVIEWED BY: MWF



Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL BY THESE PRESENTS:

Natalia D. Macker, Chair of the Teton County Board of Commissioners, a duly organized county of the State of Wyoming, does hereby depose and say:

1. that Teton County is the owner of real property according to that Warranty Deed recorded in the Office of the Clerk of Teton County, Wyoming as document number 992548 on June 18, 2020;
2. that I have examined a copy of the Plat of 445 East Kelly Avenue Addition to the Town of Jackson, being located within SE1/4NW1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and pursuant to the Certificate of Owner found on said plat; and
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said plat.

DATED this ____ day of _____, 2022.

Teton County, a duly organized county
of the State of Wyoming

Natalia D. Macker, Chair, Teton County Board of County Commissioners

ATTEST:

Maureen E. Murphy, County Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Natalia D. Macker as Chair of the Board of County Commissioners of Teton County, a duly organized county of the State of Wyoming, and Maureen E. Murphy as County Clerk for Teton County, a duly organized county of the State of Wyoming, who are each personally known to me or have each

established their identity and authority to be by reasonable proof, this ____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

DRAFT

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL BY THESE PRESENTS:

Hailey Morton Levinson, Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Hailey Morton Levinson, Mayor of the Town of Jackson;
2. that I have examined a copy of the Plat of 445 East Kelly Avenue Addition to the Town of Jackson, being located within SE1/4NW1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat; and
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of _____, 2022.

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

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Hailey Morton Levinson as Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, and Riley Taylor as Town Clerk for the Town of Jackson, a municipal corporation of the State of Wyoming, who are each personally known to me or have each established their identity and authority to be by reasonable proof, this ____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL BY THESE PRESENTS:

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

1. that I am Brian Lenz, Town Engineer for the Town of Jackson;
2. that I have examined a copy of the Plat of 445 East Kelly Avenue Addition to the Town of Jackson, being located within SE1/4NW1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat; and
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of _____, 2022.

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

Brian Lenz, Town Engineer

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Brian Lenz as Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming, who is personally known to me or has established their identity and authority to me by reasonable proof, this ____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL BY THESE PRESENTS:

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

1. that I am Paul Anthony, Director of Planning for the Town of Jackson;
2. that I have examined a copy of the Plat of 445 East Kelly Avenue Addition to the Town of Jackson, being located within SE1/4NW1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat; and
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of _____, 2022.

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

Paul Anthony, Director of Planning

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Paul Anthony as Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming, who is personally known to me or has established their identity and authority to me by reasonable proof, this ____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

9. RESPONSE TO WRITTEN REVIEW COMMENTS

(= OUTSTANDING, TO BE CORRECTED PRIOR TO RECORDATION)

COMMENT	RESPONSE
Title Review (Nancy Hughes)	
1) Legal Access: Legal access to all lots has been the primary issue since the original version of this plat was provided for review back in April. We have now been provided with 2 versions of an access easement to review, and have the following comments: a) Version 1: Declaration of Access and Utility Easement burdening and benefitting existing parcels 1 and 2 • This would need to be recorded prior to the plat, and then specifically referenced on the plat. • This attempts to “establish” an easement by a “Declarant.” However, this should be a grant of easement from a Grantor to a Grantee. The instrument includes non-merger language, so the fact that the grantor and grantee are the same party should not be an issue. • The legal description in Exhibit B appears consistent with the illustrative map attached as Exhibit C, but it appears this might not be identical with the easement as shown on the plat. This should be double checked by the surveyor.	Version 1, Declaration of Access and Utility Easement burdening and benefitting existing parcels 1 and 2, will not be used, so no further edits or review are necessary.
b) Version 2: Access, Parking and Underground Utility Easement Agreement burdening and benefitting new lots 1 – 6 • This would need to be recorded concurrently with the proposed plat since it uses the “new” legal descriptions, and then referenced on the plat. • The legal description in Exhibit 1 appears consistent with the illustrative map attached as Exhibit 2, but it appears this might not be identical with the easement as shown on the plat. This should be double checked by the surveyor.	Version 2, Access, Parking and Underground Utility Easement Agreement burdening and benefitting new lots 1 – 6 will be recorded concurrently with the plat. The easement as shown on the plat will be updated to match the Exhibits in the Access, Parking and Underground Utility Easement Agreement.
c) Thoughts regarding the competing access/utility easements: • Only one of these two instruments should be recorded	Version 2, Access, Parking and Underground Utility Easement Agreement burdening and benefitting new lots 1 – 6 will be recorded concurrently with the plat.

- The terms, provisions, conditions and limitations of the two easements are not the same, so the parties should determine what needs to be included, and “tighten up” whichever document is to be recorded, taking care to record either prior to, or concurrently with the plat, as appropriate. (9/16/22)

The terms of this document are inclusive of ownership needs.

2) Other Recorded Instruments:

a) Termination of Easement 311926: Because the instrument being attached as Exhibit A had its own Exhibit A, there are 2 Exhibits A, which is confusing. You could address this by labeling the new exhibits as Exhibits 1 and 2.

Corrected—Exhibits are relabeled.

b) Termination of easement 311927: Because the instrument being attached as Exhibit A had its own Exhibit A and Exhibit B, there are 2 Exhibits A, and 2 Exhibits B, which is confusing. You could address this by re-labeling the new exhibits.

Corrected—Exhibits are relabeled.

c) Sanitary Sewer Easement: Exhibit A should include the full name of the plat, not just “The north 25 of Lots 4 and 5 of Plat No._____.”

Corrected—full name of the plat is added to Exhibit A.

d) LVE Electric Distribution Easement: same comment, please include the full legal description not just the plat number.

(9/16/22)

Corrected—full name of the plat is added to legal description.

3) SHEET 1 OF THE PROPOSED PLAT:

a) Notation regarding 25’ sewer easement: since this document utilizes the new Lot 4 and Lot 5 legal descriptions, it will be recorded after the plat. Therefore, the notation that currently reads, “25’ Wide Easement Doc. No._____” should be changed to, “25’ Wide Sewer Easement to Town of Jackson recorded concurrently herewith.”

Will be corrected on plat prior to recordation.

b) Legend notation regarding Access and Utility Easement: if the parties decide to use the instrument utilizing the Parcels 1 and 2 legal descriptions, requiring it to be recorded prior to the plat, this should be changed to, “Access and Utility Easement Doc. No._____.”

Will be corrected on plat prior to recordation.

If the parties choose the instrument utilizing the new lots 1-6 legal descriptions, this should be changed to, "access and utility easement recorded concurrently herewith."

Note: see prior comments about the legal description on these instruments not being consistent with the easement as depicted on the plat.

(9/16/22)

4) **SHEET 2 OF THE PROPOSED PLAT:**

a) The Certificate of Owner should only have one reference to the Access and Utility Easement. This should read, "This subdivision is subject to, and benefitted by, that Access and Utility Easement recorded as Document Number _____" or "This subdivision is subject to, and benefitted by, that Access and Utility Easement recorded concurrently herewith."

Will be corrected on plat prior to recordation.

b) The Certificate of Owner should identify the owner on whose behalf Natalia Macker is signing. (Teton County, Wyoming, by Natalia d. Macker, Chair...)

Will be corrected on plat prior to recordation.

c) Similarly, the Certificate of Acceptance should identify that the parties are signing on behalf of the Town of Jackson.

(9/16/22)

Will be corrected on plat prior to recordation.

5) The format on 2 pages is somewhat odd and makes the plat difficult to review; it appears this plat could all fit on one page.

(9/16/22)

Will be corrected on plat prior to recordation.

6) The Certificate of Owner omits any reference to Lots 4 and 5 being subject to the Sewer Easement to TOJ and the LVE easement to be recorded concurrently with the plat.

(9/16/22)

Will be corrected on plat prior to recordation.

7) **ACCESS EASEMENT:** The biggest issue is that the plat still lacks legal access. While the legend identifies a cross-hatched "access and utility easement" that is shown on the plat, that is not sufficient to establish access. The following issues need to be addressed:

Resolved—easement established via separate instrument.

a) Grant: the owner needs to grant the easement to the benefitted parties. Since you have eliminated the separate instrument, this could be done in the certificate of owner. An easement is not created/established without a specific grant from the owner of the burdened parcel.	
b) Grantees/benefitted parties: who can use the access and utility easement? Generally, you would expect language along the lines of, “non-exclusive access is hereby granted to all lot owners over and across those lands as shown hereon and identified in the legend as “new access and utility easement,” and more particularly described as follows: (insert metes and bounds legal description of easement area).” You would also need to cite the parties benefitted by the utility portion of the easement.	Resolved—easement established via separate instrument.
c) Specific description: as the easement meanders across portions of many lots (as opposed to across one bounded platted lot, for example), you need to define and describe the easement with a metes and bounds legal description so it is locatable.	Resolved—easement established via separate instrument with attached metes and bounds legal description and map.
d) Future vacation: given that the easement area encompasses vast portions of lots 2-6, you may need to vacate and re-grant portions of the easement as buildings are constructed. You may wish to consider including language along the lines of, “grantor reserves the right to re-locate said easement, as long as access is not unreasonably impaired.” (or something...i would have your attorney craft this language).	Resolved—entire easement will be vacated upon Townhome plat and replaced with clearly defined limited common elements lot and associated terms and conditions.
e) Terms and conditions: who pays to maintain the easement? Snow removal? Private or public. Etc. (8/24/22)	Resolved—easement established via separate instrument.
8) OTHER ISSUES: I did not complete a comprehensive review, as the continued lack of access was a bit of a show stopper. However, the following few items did jump out at me: a) the certificate of owner says the subdivision is subject to instrument 311927. However, the plat notation indicates 311927 “to be vacated by this plat.” Which is correct? If it is to be vacated, this was not done.	Corrected.
b) the general notes section states that the subdivision is subject to an SIA. This should be included instead in the certificate of owner.	Corrected—no SIA required per Town Engineering.

C) the prior engineering review questioned if all or part of the easement established by 311926 should be vacated. It does not appear this was done. (8/24/22)	Resolved—vacated by separate termination document prior to plat recordation.
9) We would need to see both the proposed easement and (revised) proposed plat together in order to provide a meaningful review. The easement should be plotted/reflected on the face of the revised plat. Reviewing the new easement in a vacuum without seeing it in relation to the new plat is somewhat meaningless. (6/17/22)	Resolved.
10) Lots 3, 4, 5, and 6 lack statutory legal access (4/18/22)	Resolved – see revised draft plat which includes access and utility easement granted by recordation of plat.
11) We need a current title report, reflecting the current vested owner and all current title exceptions, in order to review this plat. The report provided is 2 years old. (4/18/22)	Resolved—see updated Title Report.
12) Not clear what the county is attempting to grant in the easement document provided, as the exhibits are not complete and the instrument generally does not make sense. (4/18/22)	Resolved – see revised draft plat which includes access and utility easement granted by recordation of plat. Separate instrument no longer proposed.
13) The lot configurations are odd, and perhaps this is an effort to meet minimum required lot sizes. It would be helpful to understand the "end game" to make sense of this proposed plat. I spoke with Chris Greenville at habitat, and he said the plan is to construct 6 rectangular triplexes for a total of 18 units. The planned phasing is to build on lot 5 and then lot 6 as phase 1; re-plat those lots, and sell those 6 resulting parcels to habitat homebuyers. The mortgages granted by the new owners will be sold to wcda to finance the next phase. Phase 2 is the same process on lots 3 and 4, and phase 3 is the same process on lots 1 and 2. (4/18/22)	Discussed at meeting in April; lot configurations were designed to meet minimum lot size and facilitate shared parking and circulation; approved in Development Plan and no apparent conflict with statute regarding plats.
14) Chris told me that funding is via a wcda grant that will not be secured by a mortgage, which eliminates much of the need for separate legal descriptions at this	Discussed at meeting in April; Town Planning confirmed that this approach is not an option because it does not

phase. Rather than platting the lots now (to be replatted once the buildings are complete), would the county entertain the following idea: • surveyor prepares a metes and bounds description of the land encompassing phase 1. • teton county leases that land to habitat. • teton county grants a temporary construction access easement from said land to the public road (kelly street) • once the buildings are complete, file a plat creating the 6 new "townhouse" lots, and grant permanent access. (4/18/22)	vest the necessary density allowance per parcel prior to construction of units and the townhome plats.
Survey Review (Todd Cedarholm)	
1) The legal description and map exhibit attached to the easement reservation documents do not match the easement as depicted on the plat itself. (9/14/22)	The easement as shown on the plat will be updated to match the Exhibits in the Access, Parking and Underground Utility Easement Agreement.
2) The monument symbol intended to mark the SE corner of Lot 6 appears to be placed in a random position. (9/14/22)	Corrected.
3) The venue identified in the Certificate of Acceptance should include the Town of Jackson. (9/14/22)	Corrected.
4) The proposed 25' wide easement to be created along the north boundary should be labeled as to grantee and purpose. (9/14/22)	Will be corrected on plat prior to recordation.
5) Wyoming water rights appurtenant to the property have not been identified and noted on the plat as required by WS §18-5-306 minimum requirements for subdivision permits. (9/14/22)	Note added that existing water rights are in the process of being abandoned with the State of Wyoming. Will be updated with final status of existing water rights prior to plat recordation.

6) The plat is unnecessarily plotted on two sheets, for clarity and simplicity sake the two sheets should be incorporated into a single sheet. (9/14/22)	Will be corrected on plat prior to recordation.
7) Within the certificate of owner, if the applicant has chosen not to create the access and utility easement to all lots via a separate easement document, the coo must include grant language that; identifies the benefitted parties, and the terms and conditions of the easement. Simply identifying the extents and area of an easement does not create a right or encumbrance. (8/26/22)	Resolved—easement granted per separate instrument.
8) The easement area is poorly annotated and utilizes a different size and font type than the other annotation in the plat. (8/26/22)	Corrected.
9) The easement area hatching should be blocked out where it crosses any annotation for clarity. (8/26/22)	Corrected.
10) There are multiple monument symbols used on the plat that are not identified in the legend. Easement corners should be monumented with an identical marker to the lot corners markers. (8/26/22)	Corrected.
11) The venue identified in the certificate of acceptance should include the town of jackson. (8/26/22)	Corrected.
12) There should be specific identifications and descriptions of the county control points and plss corners shown as ties. (8/26/22)	Corrected.
13) Plss corners shown on the plat should include descriptions and details of the monuments and cite the most current wcr on file. (8/26/22)	Corrected.

14) A note should be added explaining the existence or not of any water rights appurtenant to the property. (8/26/22)	Note added that existing water rights are in the process of being abandoned with the State of Wyoming. Will be updated with final status of existing water rights prior to plat recordation.
15) The title report from WTE is dated April 24, 2020 and lists Brown, Crawford, and Riday as owners not Teton County the current owner. The exceptions listed in the report cannot be current subsequently the COO on the plat cannot be correctly evaluated. (4/18/22)	Resolved—see updated Title Report.
16) Also, Wyoming Statute requires that a subdivision plat provide legal access to a public road or street from all lots, however this plat only provides legal access to two lots. The application includes a Declaration of Easement that purports to establish access to the other 6 lots but the document does not include the necessary legal description for the easement. (4/18/22)	Resolved—see revised draft plat which includes access and utility easement granted by recordation of plat.
17) (6/17/22) The easement needs to be shown on the plat.	Discussed with Nancy via phone for resolution; to simplify review process, we have opted to eliminate recordation of access and utility easement via separate instrument and instead have included the easement on the revised draft plat to be granted as an element of the plat.
Engineering Review (Brian Lenz)	
1) BOND FOR MONUMENTATION: \$8250. Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor. (9/22/22)	Bond payment will be satisfied prior to plat recordation.
2) GENERAL A. No subdivision agreement will be sought for the improvements. Bonding for installation of the infrastructure is the responsibility of the applicant, Teton County as a public entity.	Acknowledged.
B. Provide a summary sheet of all documents to be recorded and the order of their recordation.	Will provide prior to plat recordation.

C. Final documents are subject to a final review before signatures. (9/22/22)	All final documents will be submitted for final review by Engineering before Town Engineer signs Certificate of Acceptance.
3) ACCESS, PARKING, AND UNDERGROUND UTILITY EASEMENT AGREEMENT	
D. For verification include exhibits that show the proposed easements overlaying the access or utility that they are providing.	Will provide prior to plat recordation.
E. Recommend including the name of the plat as well as the number.	The name and number of the plat are included in the recitals of the instrument.
F. It is not clear why the pins are listed as temporary.	Since this document will be recorded contemporaneously with the plat creating new lots 1-6, the Clerk's Office will not yet have assigned PIDNs to each new lot and only temporary PIDNs will be available for reference purposes.
G. Recommend referring to the grantee's property as identical to the grantor's property to eliminate any discrepancies.	Corrected.
H. Grantor signature page starts on last page of document.	Corrected.
I. Include page numbers.	Corrected.
J. Exhibit 2 shows parcels 1 and 2 and not lots 1-6.	Will be corrected prior to plat recordation.
K. Easement area does not include the sewer connection to the north. Provide at least 20 feet for the sewer main easement, recommend building to building.	Will be corrected prior to plat recordation.
L. Revise exhibits and legal description as necessary to accommodate sewer connection to the north.	Will be corrected prior to plat recordation.
M. Verify easement area matches what is shown on the plat. Revise as appropriate.	Will be corrected prior to plat recordation.
N. Consider the structure of the easements, grantors, grantees and who will be the owners when the development is complete. If the county will remain the owner of the "base" lots then this may be a matter for the lease and ccrs rather than an easement.	County will remain landowner in perpetuity. Ownership and maintenance of improvements will be managed in the Ground Lease and CC&Rs.

O. Provide all of the exhibits and where relevant samples with the easement overlayed on the uses they are providing for. (9/22/22)	Will provide prior to plat recordation.
4) NOTES: P. Recommend combining all of the water, sewer, and storm notes into one note or listing them continuously, i.e. Without the “fault” note in the middle.	Will be corrected prior to plat recordation.
Q. Move access to water and sewer up to the certificate of owner. (9/22/22)	Will be corrected prior to plat recordation.
5) CERTIFICATE OF OWNER: R. Move from the notes into the certificate of owner, the note: that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the town of Jackson; and,	Will be corrected prior to plat recordation.
S. Revise the third “that” statement and map labels so that they acknowledge the easements are recorded concurrently with the plat. Consider if “as shown here on” conflicts with recordation of a separate instrument and revise accordingly.	Will be corrected prior to plat recordation.
T. Revise the fourth “that” statement should be removed as the easement is being terminated and no longer relevant.	Removed.
U. Add a statement that the entire subdivision is subject to an access, parking, and underground utility easement recorded concurrently with the plat.	Will be corrected prior to plat recordation.
V. Include a note to the effect that no lot shall be sold separately or subdivided prior to establishing written and recorded covenants or other instruments creating an entity, binding on subsequent owners of the land within the subdivision that provides for (a) the maintenance and responsibility for common areas, roads, parking, water, sewer, storm, irrigation, etc. And assessments against all parcels of land in the subdivision to defray the costs thereof; (b) the	Will be corrected prior to plat recordation.

continued management of the entity. This is a statutory requirement. (9/22/22)	
6) PLAT SHEET: W. That easements are provided for or noted to be recorded concurrently with the plat and are not created by the plat.	Will be corrected prior to plat recordation.
X. Remove the 20' sewer easement that is being terminated concurrently with the plat.	Removed.
Y. Revise as necessary the access, parking, and utility easement.	Will be corrected prior to plat recordation.
Z. Legend: revise label for the access and utility easement hatch as recorded concurrently with this plat. Update label on map as well. Detailed dimensions of the easement should not be shown to minimize any conflict with the actual instrument.	Will be corrected prior to plat recordation.
Aa. The scale bar and bottom of the legend overlap. Review and revise.	Corrected.
Bb. There are symbols on the map that are not reflected in the legend. Review and revise.	Will be corrected prior to plat recordation.
Cc. This review did not include a review of the declaration of easement. (9/22/22)	Acknowledged. Declaration of Easement will not be used.
7) TERMINATION OF EASEMENT SEWER: Dd. Paragraph 1: add the document number (doc. 311926) before the book and page.	Corrected.
Ee. Paragraph 1: recommend removing the easement to be terminated as an exhibit to reduce confusion. If applicant's legal team requires that it be part of the termination document then it is recommended that it be an attachment to the termination and each page marked attachment x, where x is the number of the attachment. Further, that each page of the existing easement be clearly marked at the easement to be terminated.	Corrected—Exhibit 1 and "to be Terminated" added to each applicable page.

Ff. Paragraph 3: remove exhibit b and include the reference to parcel two of the deed recorded with the teton county clerk, doc. 0992546	Legal description Exhibit is identical with legal description for parcel two of the deed recorded with the Teton County Clerk, Doc.0992546. Reference added to Doc. 0992546 in paragraph 3.
Gg. Paragraph 5: add to this line or an additional line that town of Jackson respectfully requests that the Teton county clerk mark the terminated easement as terminated and reference this recorded document.	Corrected—notation added.
Hh. Change the effective date of this termination to be the date of recordation of the new sewer utility easement to be recorded prior to this termination. The intent of this condition is to prevent a period where no easement is in effect.	According to Title review, this termination must be recorded prior to plat recordation because it is not referenced on the plat and the new sewer utility easement is written to be recorded concurrent with the plat. Termination instruments, plat and associated new easements will be recorded on the same day and time so there will be no period where no easement is in effect.
Ii. Verify all document and record numbers included herein.	Verified.
Jj. Include page numbers. (9/22/22)	Corrected.
8) TERMINATION OF EASEMENT ACCESS:	
Kk. Paragraph 1: add the document number (doc. 311927) before the book and page.	Corrected.
Ll. Paragraph 1: recommend removing the easement to be terminated as an exhibit to reduce confusion. If applicant's legal team requires that it be part of the termination document then it is recommended that it be an attachment to the termination and each page marked attachment x, where x is the number of the attachment. Further, that each page of the existing easement be clearly marked at the easement to be terminated.	Corrected—Exhibit 1 and “to be Terminated” added to each applicable page.
Mm. Paragraph 2: remove exhibit b and include the reference to parcel two of the deed recorded with the teton county clerk, doc. 0992546.	Legal description Exhibit 2 is identical with legal description for parcels one and two of the deed recorded with the Teton County Clerk, Doc.0992546. Reference added to Doc. 0992546 in paragraph 2.

Nn. Paragraph 3: remove exhibit c and include the reference to the property included in the easement.	Legal description Exhibit 3 is identical with legal description for parcels one and two of the deed recorded with the Teton County Clerk, Doc.0992546. Reference added to Doc. 0992546 in paragraph 2.
Oo. Paragraph 5: add to this line or an additional line that town of jackson respectfully requests that the teton county clerk mark the terminated easement as terminated and reference this recorded document.	Corrected.
Pp. Remove “or the burdened property” from the last paragraph.	Corrected.
Qq. Verify all document and record numbers included herein.	Verified.
Rr. Include page numbers. (9/22/22)	Corrected.
9) SEWER EASEMENT: Ss. The termination of the old sewer easement and the new sewer easement need to be coordinated such that the new easement is effective before the termination. The order of recordation of the documents will impact which lots (or parcels) the documents reference. Determine if the plat will be recorded first and if so, establish all documents in terms of lots 4 and 5, otherwise they should reference parcel two of the recorded deed.	According to Title review, the termination must be recorded prior to plat recordation because it is not referenced on the plat and the new sewer utility easement is written to be recorded concurrent with the plat. Termination instruments, plat and associated new easements will be recorded on the same day and time so there will be no period where no easement is in effect. Since this new sewer easement will be recorded concurrent with the plat, the legal descriptions reference Lots 4 and 5 of the plat.
Tt. Section 3(i): add to the end of the section, “except for those decks that are approved by Town of Jackson building permits and that must be installed and constructed so that they can be removed from the easement area.”	Corrected.
Uu. Section 6: change the notice days allowed from ninety (90) to five (5). This has to do with our statutory allowed time to respond and questions regarding this matter should be directed to the town attorney.	Corrected.
Vv. Review and revise all page numbers, e.g. Pages total is only 6 with 8 pages.	Corrected.

Ww. Exhibit B: the legend and hatched area are not relevant to this easement. Revise hatch to the sewer easement area and revise legend as necessary. (9/22/22)	Will be corrected prior to plat recordation.
10) LOWER VALLEY ENERGY EASEMENT: A. Review the beginning description for accuracy, e.g. Is “adjacent the north property line as a strip of land 12.5’ wide.” This seems to contradict the description of a line and the following paragraph for a width of 12.5’ on each side. (9/22/22)	Corrected.
11) PARKS AND RECREATION: 1. It is not clear what parks and recreation comment is regarding park improvements and the secured access points pertains to. If this subdivision is responsible for providing secure access points to the park that should be noted on the plat. If they are responsible for the maintenance of the pipe within the park that should be noted on the plat.	Will be clarified prior to recordation of plat.
2. This review did not include a review of the SIA but if the SIA is warranted for the park improvements a review can be provided. (9/22/22)	Will be clarified prior to recordation of plat.
12) Bond for monumentation: \$8250. \$500 per corner up to 10 and discounted below that to \$250. Enter this bond value in the restrictions section of trakit. Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor. (4/20/22)	Prepared to submit bond at time of Plat recordation.
13) The name of the subdivision is very long and lacking character but very specific. (4/20/22)	Development team has not decided on final name, but will incorporate better character place-name in the forthcoming townhome plats.
14) Consideration of any warning of possible nuisance from the LVE substation (4/20/22)	Will include on forthcoming townhome plats; will check with LVE on availability of template language.

15) A subdivision improvement agreement is required and a bond for improvements and monumentation provided for in the amount of 125% of the work (4/20/22)	As a public entity, Teton County will require a performance bond from the contractor selected to install horizontal infrastructure and finished grading. In consideration of this policy ensuring that work is completed, we request that the requirement for a subdivision improvements agreement be waived. Please see the formal request in Attachment #5.
16) Provide pdfs for further review prior to executing any final documents. (4/20/22)	Acknowledged—will do.
Easements:	Resolved – see separate instruments.
1) Legal access easements for all lots to Kelly must be provided. (4/20/22)	
2) Easements for all common utilities must be provided. (4/20/22)	Resolved – see separate instruments.
3) Provide exhibits for all proposed easements. (4/20/22)	Provided.
4) Provide the draft of the utility and access easement for the town's sewer in a form provided by the town of Jackson, coordinate with town attorney and engineering. (4/20/22)	Resolved – see separate instruments.
5) There is an existing 20 feet wide easement granted to the town for the sewer, doc. 311926, that overlaps with the proposed 25 feet wide easement. Coordinate with the town engineer to determine if the existing easement needs to be vacated or only an additional 5 feet of easement is warranted. (4/20/22)	Vacated through separate easement.
6) A separate easement should be provided for lower valley energy. (4/20/22)	Resolved – see separate instruments.

7) For verification include exhibits that show the proposed easements overlaying the access or utility that they are providing. (4/20/22)	See proposed access and utility easements plotted on Utility Master Plan (Sheet C5.1) of the Grading Permit application B22-0313.
8) Provide documents for the vacation of the 1991 access easement within Mike Yokel Park. (4/20/22)	Resolved – see separate instruments.
Declaration of Easement: 1) Is drafted such that the 6 lots are not yet created. Consideration should be given as to whether or not drafting the easement for the six lots is more appropriate.	Resolved – see separate instruments.
2) Section 1. States for the benefit of the property but should be for the six lots. Consideration of the structure of the various agreements needs to be considered and revised accordingly.	Resolved – see separate instruments.
3) Section 2. Language may conflict with other agreements or leases between the county (owner) and developers or final owners. Review and revise accordingly.	Resolved – see separate instruments.
4) Section 3: refers to parties but only one party is defined in the declaration. Review and revise accordingly.	Resolved – see separate instruments.
5) Consider the structure of the easements, grantors, grantees and who will be the owners when the development is complete. If the county will remain the owner of the “base” lots then this may be a matter for the lease and ccrs rather than an easement.	Resolved – see separate instruments.
6) Provide all of the exhibits and where relevant samples with the easement overlayed on the uses they are providing for. (4/20/22)	Resolved – see separate instruments.
LDRs 8.5.3.D Subdivision Plat Content:	Resolved—note added to revised draft plat.

1) A plat shall contain notice of a mapped fault line pursuant to section 5.4.3.b. If no fault lines exist, provide a statement in the submittal documents that no fault line exists. (4/20/22)	
Certificate of Approval: 1) Provide all of the proposed affidavits for review. (4/20/22)	Resolved—see attached affidavits for review.
Notes: 1) Add a note, no public maintenance of stormwater collections and treatment systems (4/20/22)	Resolved—note added to revised draft plat.
Certificate of Owner: 1) Add the note: that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the town of Jackson; and,	Resolved—note added to revised draft plat.
2) Add a note that the subdivision is subject to a subdivision improvement agreement recorded with the plat.	Resolved—note added to revised draft plat.
3) Add a note that the subdivision is subject to access and utility easement(s) within the subdivision to be recorded with the plat. Show the easements on the plat, even though they are created by separate instrument.	Resolved—note added to revised draft plat granting the access and utility easement as an element of the plat. Separate instrument no longer proposed.
4) Include a statement that provides evidence that all parcels of land created by the subdivision will be subject to written and recorded covenants or other instruments creating an entity, binding on subsequent owners of the land within the subdivision. The entities that may be used include, but are not limited to, special improvement districts, homeowners associations and mutual benefit corporations. The board shall not mandate the creation of an entity with the ability to interfere with any owner's ability to use his private property, except to collect any assessment. The entity shall have the ability to address the following topics: (a) maintenance and responsibility for common areas,	Land will stay in ownership by Teton County in perpetuity; CC&Rs will be submitted for review with first townhome plat application prior to first transfer of ownership of townhome improvements to a selected qualifying affordable workforce family. Terms for maintenance responsibility of shared improvements will be included and, at that time, will transfer to townhome owners in the form of HOA entity.

roads and water supply systems and assessments against all parcels of land in the subdivision to defray the costs thereof; (b) continued management of the entity.	
5) Provide the CCRs for review	Land will stay in ownership by Teton County in perpetuity; Development Agreement submitted for review includes terms for installation and maintenance of improvements during construction; Draft CC&Rs will be submitted for review with first townhome plat prior to transfer of ownership and maintenance responsibility to townhome owners and HOA.
6) Provide the proposed affidavit for review. (4/20/22)	Resolved—see attached affidavits for review.
Plat Sheets:	
1) Provide a second tie to the county control network.	Resolved—a second tie is added to the county control network.
2) That easements are provided for or noted to be recorded contemporaneously with the plat.	Resolved—proposed easements are provided for.
3) On the vicinity map there is an “x” before 34 in the section call out. Review and revise accordingly.	Revised.
4) LDRs 7.7.5.b: where utilities are not provided within a dedicated road right-of-way, easements of not less than 30 feet shall be provided for accommodating water lines, sanitary sewers and stormwater drainage. Minimum width of easements for power lines, telephone lines, and other utilities shall be 15 feet. Minimum easements for private water lines, sanitary sewers and stormwater drainage are 20 feet wide. (4/20/22)	Proposed access, utility and maintenance easement for the subdivision is over 30’ wide at narrowest point.
Parks & Rec Review (Rachel Rudd, 4/12/22)	
1) We would request that the SIA include more detailed language regarding the "park improvement" portion. Specifically, sidewalk connector and secured access points to Mike Yokel Park. These were proposed in the initial conceptual but want to make sure they are memorialized.	If SIA is required, language will be added to template agreement reflecting this request.



First American TitleTM

Condition of Title Guarantee

ISSUED BY

First American Title Insurance Company

Guarantee

GUARANTEE NUMBER

50036956-0001012e

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

For Reference:

File #: W-27614

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the

GUARANTEE CONDITIONS (Continued)

assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

GUARANTEE CONDITIONS (Continued)

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Provision intentionally deleted.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**

Condition of Title Guarantee SCHEDULE A

Order No.: W-27614
Guarantee No.: 50036956-0001012e
Date of Guarantee: April 15, 2022 at 8:00AM
Amount of Liability: \$1,000.00
Premium: \$250.00

1. Name of Assured:

Teton County, a duly organized county of the State of Wyoming

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

See Exhibit "A" for Legal Description

4. Assurances

According to the Public Records as of the Date of Guarantee:

- a. Title to the estate or interest in the Land is vested in:

Teton County, a duly organized county of the State of Wyoming

- b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Condition of Title Guarantee SCHEDULE B

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

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
- 2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 8. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
- 9. Rights of the public and others, as to that portion of the herein described property, if any, lying within East Kelly Avenue, a public road.
- 10. Matters Disclosed by Record of Survey recorded January 26, 1973, as (instrument) Map T-80, Official Records.
[Map T-80](#)
- 11. Affidavit pertaining to boundary adjustment, recorded June 2, 1983, as (book) 140 (page) 35, Official Records.
[B140P35](#)

12. Matters Disclosed by Record of Survey recorded June 9, 1988, as (instrument) Map T-80A, Official Records.
[Map T-80A](#)
13. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded June 21, 1991, as (book) 238 (page) 1020, Official Records:
Purpose: Underground pipes, mains and sewer lines (Parcel 2)
[B238P1020](#)
14. Terms, conditions and provisions of beneficial easement, for the purpose shown below and rights incidental thereto as granted to Norris Brown, Jr. and Grace Brown, husband and wife, in a document recorded June 21, 1991, as (book) 238 (page) 1023, Official Records:
Purpose: Access and underground utilities
[B238P1023](#)

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

TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2021.

Parcel 1 - Tax ID No. OJ-004023.

1st Installment: \$3,307.69 PAID

2nd Installment: \$3,307.69 PAID

Parcel 2 - Tax ID No. OJ-004024.

1st Installment: \$1,409.75 PAID

2nd Installment: \$1,409.74 PAID

EXHIBIT "A" – LEGAL DESCRIPTION

Parcel One:

A tract of land lying wholly within the SE¼NW¼, Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and being more particularly described as follows:

Beginning at a point S0°02'18" E, 1465.0 feet, and S89°57'42"W, 456 feet from the N¼ corner of said Section 34;

Thence S0°02'18"E, 181.0 feet to a point;

Thence S62°52'18"E, 92.0 feet to a point;

Thence N19°16'26"E, 236.30 feet to a point;

Thence S 89°57'42"W, 160 feet to the Point of Beginning;

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

Parcel Two:

A tract of land lying wholly within the SE¼NW¼, Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and being more particularly described as follows:

Beginning at a point S89°57'42"W, 295.83 feet from a 5/8 inch diameter rebar which is S0°02'18"E, 1465.30 feet from the N¼ corner of said Section 34;

Thence N0°02'18"W, 136.65 feet to a point;

Thence S89°39'12"W, 160.00 feet to a point;

Thence S0°02'18"E, 135.76 feet to a point;

Thence N89°57'42"E, 160.00 feet to the Point of Beginning, said points being marked by a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

PIDN: 22-41-16-34-2-00-027, 22-41-16-34-2-00-028

• ***** END OF LEGAL DESCRIPTION *****

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor's parcel number of said Land as determined from the latest county assessor's roll is:

445 East Kelly Avenue, Jackson, WY 83001

PT SE1/4NW1/4, SEC. 34, TWP. 41. RNG. 116., TBD TBD, Jackson, WY 83001

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.



MOTHER LODE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,
National Closing Solutions of Alabama, National Closing Solutions of Maryland,
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,

**Premier Reverse Closings, Premier Title Agency, Texas National Title,
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second

situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow

Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

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

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

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Teton County Wyoming MapServer



STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Private Development Construction Management Plans – Scoping Report	Public Comment:	Yes

Purpose & Policy Considerations.

Council requested scoping information related to implementing more rigorous construction management plan review and approval.

Requested Action.

Council consideration of staff impacts to evaluate and direction as to whether or not to proceed.

Recommendations.

Council's discretion.

Background.

Town is experiencing increasing numbers of private development projects each year. Many of these projects are also larger and more complex in scope and size than the projects coming through in years past. Some projects have incited public comment and countless hours of staff and Council time to coordinate, process, and mitigate. The current Municipal Code and LDRs do not include many requirements or enforcement protocols, and these projects typically only come forward for Council input on a case-by-case basis when staff determines it would be beneficial or necessary to consider. For example, projects taking place in the downtown core or other commercial zones that will occupy parking or a lane of traffic.

at the August 15, 2022 Regular Meeting during Matters from Mayor and Council, Council directed staff to provide a Scoping Staff Report for Construction Management Plans (this agenda item staff report provides this).

Analysis.

In order to make a recommendation to Council on a reasonable approach to this matter, staff would consider and evaluate the following factors of development projects, noting that this list may not be complete:

1. The potential impacts of different types and sizes of development projects
2. Other Council check-points already established through permits or processes for different types of projects
3. Areas or topics related to development that have consistently raised issue or concern
4. Staff positions and time involved in reviewing based on current and potential policies
5. Enforceability of potential policies

Possible Alternatives.

Council may ask staff to proceed with such an analysis, or take no action at this time.

Comprehensive Plan & Priority Alignment.

Increased oversight or regulation of construction management plans could contribute to the following Comp Plan goals:

Common Value 1 Ecosystem Stewardship

Principle 1.2 - Preserve and enhance water and air quality

- Policy 1.2.b: Require filtration of runoff (erosion control, dust control, debris control, etc.)
- Policy 1.2.d: Improve air quality (dust control, equipment emissions standards, etc.)

Principle 2.4 - Increase energy efficiency in buildings

- Policy 2.4.c: Use and reuse construction material sustainably

Strategy 2.4.S.2: Develop a comprehensive sustainable building program that includes requirements and incentives for government operations and new private construction to use energy efficiency best practices.

Strategy 2.4.S.4: Develop a program to facilitate the reuse and recycling of building materials and raise awareness of the benefits of the use of sustainable construction materials

Fiscal Impact.

None.

Staff Impact.

Staff estimates that an approximate total of 30 hours from Planning & Building, Public Works, Legal, and Community Development staff would be required to compile information, develop and analyze options, and make recommendations for presentation to Council at a later date.

This staff effort could occur during the winter months when less private development is in active construction but would certainly take this staff time away from completing other priority and regular tasks.

Attachments or Links.

None.

Suggested Motion.

I move to direct staff to proceed with the proposed scope of work related to review and amendment of Town construction management review requirements.

ORDINANCE 1321

AN ORDINANCE GRANTING YELLOW IRON EXCAVATING, LLC DBA YELLOW IRON WASTE REMOVAL, A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; 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 1 Grant of Authority. There is hereby granted to Yellow Iron Excavating, LLC dba Yellow Iron Waste Removal, hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and-conditions as set forth in this Ordinance and the applicable laws of the State of Wyoming, to collect and dispose of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Section 2 Term of Franchise. The franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of ten (10) years, provided that Grantee shall file its acceptance of the terms of this franchise with the Town within thirty (30) days after final passage. At the end of the ninth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Section 3 Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of ten (10) years immediately from and after the passage of this Ordinance, collect garbage, ashes, refuse, recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a facility, recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of garbage, ashes, refuse, recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Section 4 Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

- A. Garbage. "Garbage" shall mean and include any and all kitchen refuse, rejected or wasted food, meats, fish, fowl, offal, carrion or their refuse, accumulation of fruit, vegetable or animal matter that attends the preparation, use, cooking of, or dealing in, or storing of meats, fish, fowl, fruits, vegetables or anything whatsoever which may decompose and become foul, offensive, unsanitary or dangerous to health.
- B. Ashes. "Ashes" shall have its ordinary meaning according to common usage.
- C. Refuse. "Refuse" shall mean hay, straw, shavings, excelsior, paper, ashes, rubbish, containers, boxes, glass, cans, bottles, residue from the burning or other destruction of all combustible material whatsoever, all discarded household good and office equipment, including ,but not limited to, washing machines, automatic or manual, dryers, water heater, couches, chairs, desks, tables, bookcases, stoves, file cabinets and other cabinets and all other such household goods and office furniture.
- D. Recyclable Refuse. "Recyclable refuse" shall mean paper, containers, boxes, glass, scrap aluminum, aluminum cans, and bottles.
- E. Compostable Materials. "Compostable Materials" shall mean all organic and non-organic waste which

is accepted by the composting facility.

- F. Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Section 5 Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 5% (five percent) of gross revenues per year for garbage, ashes and refuse collection services, and a franchise fee of 2% (two percent) for recyclable refuse and compostable materials. This lower recycling rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. The franchise fee due and payable pursuant to this paragraph shall be paid quarterly within thirty (30) days of the close of the quarter. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Section 6 Equipment. Grantee agrees to furnish a press truck of at least sixteen (16) yards in capacity and agrees to maintain the truck in good and safe operating condition and to provide personnel in sufficient numbers to properly conduct Grantee's business. Grantee agrees that, in addition to the equipment aforesaid, it will at all times have a flat-bed truck to transport large items which cannot be transported in a press truck, and further, should the population demand, Grantee will purchase additional equipment for service.

Section 7 Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a garbage, ashes, refuse, recyclable refuse and compostable materials collection service in the said Town for the term of this franchise, and the right and privilege to collect, have and retain all charges and fees for such garbage, ashes, refuse, recyclable refuse and compostable materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Section 8 Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all garbage, ashes, refuse, recyclable refuse and compostable materials to be collected under this agreement, and Grantee shall have the right to salvage such portions of the said garbage, ashes, refuse, recyclable refuse and compostable materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Section 9 Conduct of Work. Grantee, their employees or agents, engaged in the collection of garbage, ashes, refuse, recyclable refuse and compostable materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, their employees or agents, shall exercise reasonable care in the handling of garbage, ashes, refuse, recyclable refuse and compostable materials and the receptacles containing the same. Grantee may not burn any garbage, ashes, refuse, recyclable refuse or compostable materials but must haul all garbage, ashes, refuse, recyclable refuse and compostable materials, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, their employees or agents, shall insure in the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse that no spillage occurs and that the garbage, ashes, refuse, recyclable refuse and compostable materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse where necessary

and practical to do so and shall see to its proper storage.

Section 10 Bear-Resistant Trash Cans. Grantee acknowledges and recognizes that the Town of Jackson is enacting a wildlife attractant ordinance regulating trash containers and trash storage, which will require some parties that contract for curbside trash pick-up to use only approved bear-resistant containers. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code.

Section 11 Pay-As-You-Throw Ordinance(s). Grantee acknowledges and recognizes that Teton County Integrated Solid Waste and Recycling is considering implementing a "pay-as-you-throw" program and that the Town of Jackson will participate in that program. Grantee agrees to negotiate an amendment of this franchise in good faith and timely to ensure the successful implementation of such programs, should it be implemented.

Section 12 Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said garbage, ashes, refuse, recyclable refuse and compostable materials collection fees or charges.

Section 13 Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty-(30) day period the Grantee cures the failure or refusal to comply.

Section 14 Performance Bond. It is further agreed that within five (5) days after effective date of this contract, Grantee shall file with the Town Clerk of said Town a surety or cash bond to guarantee the faithful performance of this agreement in the sum of One Thousand Dollars (\$1,000.00).

Section 14 Office Maintenance; Public Service. As further consideration for the execution of this franchise, Grantee agrees that at all times during the term of this agreement it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring garbage, ashes, refuse, recyclable refuse and compostable materials collection services.

Section 16 Assignment. It is further mutually agreed by the parties hereto that the franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Section 17 Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of garbage, ashes, refuse, recyclable refuse, and compostable materials as Grantee shall reasonably establish from time to time. In addition to said collection rates or fees, Grantee may charge customers a regular fee for bear-resistant container service as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the rates and fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchises and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Section 18 Review of Terms and Conditions. It is further agreed that the terms and conditions of this franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this franchise.

Section 19 Binding Effect. This franchise shall be binding upon the heirs, administrators, successors and assigns of

Grantee.

Section 20 Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this franchise agreement.

Section 21 Pick-Up Locations. Garbage, ashes, refuse, recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Section 22 Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this act are severable. In the event that this Ordinance shall be found in contravention of any of the laws of the State of Wyoming as pertains to cities and towns said Ordinance shall no longer be binding on the Town of Jackson.

Section 23 Ordinances Repealed. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 24 Effective Date. This Ordinance shall become effective from and after the date of its passage.

PASSED ON 1ST READING THE 6 DAY OF SEPTEMBER 2022.

PASSED ON 2ND READING THE 19 DAY OF SEPTEMBER 2022.

PASSED AND ADOPTED THE 3 DAY OF OCTOBER, 2022.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

**YELLOW IRON EXCAVATING, LLC. DBA YELLOW IRON
WASTE REMOVAL**

BY: Dave Garvin
ITS: President

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING

COUNTY OF TETON) ss.

TOWN OF JACKSON

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the ____ day _____ 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

STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tanya Anderson
Agenda Item:	Third Reading of Ordinance P & Second Reading of Ordinance Q	Public Comment:	Yes

Purpose & Policy Considerations.

To review and consider at third reading Ordinance P and to review and consider at second reading Ordinance Q to amend the Town of Jackson Municipal Code.

Requested Action.

Request to review and consider Ordinance P, which would amend and add to the text of the Municipal Code as follows:

- Title 7 Animals
 - o Amend § 7.02.010 Definitions
 - o Amend § 7.08.070 Supplemental feeding of certain animals
 - o Add § 7.08.080 Wildlife attractants prohibited

Request to review and consider Ordinance Q, which would add the following text to the Municipal Code:

- Title 8 Health and Safety
 - o Add § 8.12.105 Receptacles required
 - o Add § 8.12.108 Closed garbage containers required

Recommendations.

The Community Development Director recommends **approval** of Ordinances P & Q as presented.

Background.

At the September 19, 2022, Town Council regular meeting the Council voted unanimously to approve Ordinance P and to continue Ordinance Q. Town Council requested additional information regarding ornamental fruit-bearing trees, twigs, and the timing of availability of a detailed map of the Bear Conflict Zone.

Analysis.

A detailed [draft map of the Bear Conflict Zone](#) was created and uploaded to the GPS server on September 19, 2022. The version that was create had one error that is being fixed. In addition, staff has revised the map to clearly indicate that the Town properties at the base of Snow King, including Phil Baux Park, are included. Community Development created educational materials regarding the ordinance that includes a link to the map.

The Community Development Department is working on additional educational materials regarding the ordinances that will be distributed via multiple channels and displayed on the Town of Jackson website after the ordinances pass. These materials will include more detailed information regarding ornamental trees.

- Ornamental trees are those that are not native to the area and are planted primarily for aesthetic purposes. Some ornamental trees also bear fruit. Examples of Ornamental Fruit Bearing Trees are crabapple and apple trees, cherry trees, peach trees, and apricot trees. There are many ornamental flowering trees that do not bear fruit that are allowed.

- There are many native trees and shrubs that also bear fruit. Native plants are not prohibited, as they provide habitat for native wildlife such as birds and pollinators that have evolved to coexist with them. Native fruit bearing trees are predominantly berry producing trees and shrubs such as huckleberries, serviceberries, raspberries, thimble berries, strawberries, and hawthorns. In general, if a tree or shrub grows naturally on our public lands, it is not prohibited. If it is not native to this region and cannot be found growing naturally on our public lands, it is prohibited.
- Staff does not recommend any amendments to the ordinance to address this issue. Education and outreach on this topic as described above will be sufficient.

Section 8.12.105.A.1. states that “Attractant waste and refuse does not include recyclables that have been rinsed and cleaned or yard rubbish. Section 8.12.105.A.6 defines rubbish as “tree branches, twigs, grass, shrub, clippings, weeds, leaves, and other general yard, garden, and organic waste material”. Therefore, yard rubbish such as twigs are not considered bear attractants and are therefore not impacted by this ordinance.

Attachments or Links.

[GIS Version of Bear Conflict Map \[link provided\]](#)

Ordinance P

Ordinance Q

Suggested Motions.

Ordinance P

I move to approve Ordinance P and designate it Ordinance 1322 on third reading.

Ordinance Q

I move to approve Ordinance Q on second reading.

ORDINANCE 1322

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 146, 727 AND 802; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 920, 789 AND 293; SECTIONS 3-6 OF TOWN OF JACKSON ORDINANCE NO. 789, AND SECTIONS 7.02.010 AND 7.08.070 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, AND ADDING 7.08.080 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON, REGARDING FEEDING AND ATTRACTING WILDLIFE; 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. 146, 727 and 802; Section 2 of Town of Jackson Ordinance Nos. 920, 789 and 293; Sections 3-6 of Town of Jackson Ordinance No. 789, and Sections 7.02.010 and 7.08.070 of the Municipal Code of the Town of Jackson are hereby amended and reenacted, and Section 7.08.080 of the Municipal Code of the Town of Jackson is hereby added, as follows:

7.02.010 Definitions.

The following definitions shall apply to this title, unless otherwise stated:

...

B. “Animal” means any living creature, domestic or wild, other than a human.

...

U. “Wildlife” means any non-domestic animal.

(Ord. 1322 § 1, 2022; Ord. 802, §1, 2005; Ord. 793 § 2, 2005; Ord. 789 § 2, 3, 4, 5, 6, 2004; Ord. 146 § 1, 1971).

7.08.070 Supplemental feeding of wildlife.

7.08.080 Wildlife attractants prohibited.

...

7.08.070 Supplemental feeding of wildlife.

- A. No person shall provide supplemental feed to wildlife.
- B. As used in this section, the term “supplemental feed” means any additional feed product of any kind given to wildlife, and includes but is not limited to any human food, garbage, pet food, hay, salt or mineral supplements, forage product or supplements, grain, honey, seed or birdseed, and any other feed product that may be consumed by wildlife. . A person engaged in any of the following activities is not subject to liability under this section:
 - 1. The normal feeding of livestock, excluding the storage of the feed;
 - 2. The practice of raising crops and crop aftermath, including hay, alfalfa and grains produced, harvested, stored, or fed to domestic livestock in accordance with normal agricultural practices;
 - 3. The cultivation of a lawn or garden, which generates incidental food sources such as lawns and garden produce;
 - 4. Bird feeding, but if and only if the bird or hummingbird feeder is inaccessible to any wildlife other than birds and the area below the feeder is kept free of the accumulation of seed, seed debris, or other edible materials.
 - 5. The person is authorized to provide supplemental feed by an agency of either the State of Wyoming or the United States of America.

(Ord. 1322 § 1, 2022; Ord. 920 § 2, 2009; Ord. 727 § 1, 2003).

7.08.080 Wildlife attractants.

- A. As used in this section, the term “wildlife attractant” means any substance which could reasonably be expected to attract wildlife or lead to the unintentional feeding of wildlife, which includes, but is not limited to, trash, food products, pet food, feed, fruit, compost, or any other material attractive to or edible by wildlife. Wildlife attractant does not include recyclables that have been rinsed and cleaned.
- B. No person shall knowingly store, keep, leave out, dispose of, or place any wildlife attractants on or about any property.
- C. All wildlife attractants shall be stored in a bear-resistant container or inside a bear-resistant building, fencing, or enclosure as set forth in Section 8.12.105.

D. Ornamental Fruit Bearing Trees. Ornamental fruit bearing trees, which are not harvested for food and include but are not limited to crabapple and cherry trees, shall not be planted. Existing ornamental fruit bearing trees shall be managed to prohibit wildlife from feeding on fruit, and therefore, shall be either fenced in compliance with Section 8.12.105 or maintained by pruning the tree branches to be at least 10 feet from the ground and by keeping the area below the tree free of any fruit.
(Ord. 1322 § 1,2022).

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 April 1, 2023.

PASSED 1ST READING THE 6 DAY OF SEPTEMEBR, 2022.
PASSED 2ND READING THE 19 DAY OF SEPTEMBER, 2022.
PASSED AND APPROVED THE 3 DAY OF OCTOBER, 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

STAFF REPORT



Meeting Date:	October 3, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tanya Anderson
Agenda Item:	Third Reading of Ordinance P & Second Reading of Ordinance Q	Public Comment:	Yes

Purpose & Policy Considerations.

To review and consider at third reading Ordinance P and to review and consider at second reading Ordinance Q to amend the Town of Jackson Municipal Code.

Requested Action.

Request to review and consider Ordinance P, which would amend and add to the text of the Municipal Code as follows:

- Title 7 Animals
 - o Amend § 7.02.010 Definitions
 - o Amend § 7.08.070 Supplemental feeding of certain animals
 - o Add § 7.08.080 Wildlife attractants prohibited

Request to review and consider Ordinance Q, which would add the following text to the Municipal Code:

- Title 8 Health and Safety
 - o Add § 8.12.105 Receptacles required
 - o Add § 8.12.108 Closed garbage containers required

Recommendations.

The Community Development Director recommends **approval** of Ordinances P & Q as presented.

Background.

At the September 19, 2022, Town Council regular meeting the Council voted unanimously to approve Ordinance P and to continue Ordinance Q. Town Council requested additional information regarding ornamental fruit-bearing trees, twigs, and the timing of availability of a detailed map of the Bear Conflict Zone.

Analysis.

A detailed [draft map of the Bear Conflict Zone](#) was created and uploaded to the GPS server on September 19, 2022. The version that was create had one error that is being fixed. In addition, staff has revised the map to clearly indicate that the Town properties at the base of Snow King, including Phil Baux Park, are included. Community Development created educational materials regarding the ordinance that includes a link to the map.

The Community Development Department is working on additional educational materials regarding the ordinances that will be distributed via multiple channels and displayed on the Town of Jackson website after the ordinances pass. These materials will include more detailed information regarding ornamental trees.

- Ornamental trees are those that are not native to the area and are planted primarily for aesthetic purposes. Some ornamental trees also bear fruit. Examples of Ornamental Fruit Bearing Trees are crabapple and apple trees, cherry trees, peach trees, and apricot trees. There are many ornamental flowering trees that do not bear fruit that are allowed.

- There are many native trees and shrubs that also bear fruit. Native plants are not prohibited, as they provide habitat for native wildlife such as birds and pollinators that have evolved to coexist with them. Native fruit bearing trees are predominantly berry producing trees and shrubs such as huckleberries, serviceberries, raspberries, thimble berries, strawberries, and hawthorns. In general, if a tree or shrub grows naturally on our public lands, it is not prohibited. If it is not native to this region and cannot be found growing naturally on our public lands, it is prohibited.
- Staff does not recommend any amendments to the ordinance to address this issue. Education and outreach on this topic as described above will be sufficient.

Section 8.12.105.A.1. states that “Attractant waste and refuse does not include recyclables that have been rinsed and cleaned or yard rubbish. Section 8.12.105.A.6 defines rubbish as “tree branches, twigs, grass, shrub, clippings, weeds, leaves, and other general yard, garden, and organic waste material”. Therefore, yard rubbish such as twigs are not considered bear attractants and are therefore not impacted by this ordinance.

Attachments or Links.

[GIS Version of Bear Conflict Map \[link provided\]](#)

Ordinance P

Ordinance Q

Suggested Motions.

Ordinance P

I move to approve Ordinance P and designate it Ordinance 1322 on third reading.

Ordinance Q

I move to approve Ordinance Q on second reading.

ORDINANCE Q

AN ORDINANCE ADDING SECTIONS 8.12.105 AND 8.12.108 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON RELATING TO BEAR RESISTANT CONTAINERS AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

Sections 8.12.105 and 8.12.108 of the Municipal Code of the Town of Jackson are hereby created and added as follows:

...

8.12.105 Bear-resistant container or building, fencing, or enclosure required in bear mitigation zone.

8.12.108 Maintenance and operation of bear-resistant containers and buildings, fencing, and enclosures.

...

8.12.105 Bear-resistant container or building, fencing, or enclosure required in bear mitigation zone.

A. For the purposes of this section, the following definitions shall apply:

1. "Attractant waste and refuse" means all trash or other substances that could reasonably be expected to attract bears, which includes, but is not limited to, kitchen organic waste, food, food packaging, toothpaste, deodorant, lotion, insect repellent, cosmetics, spices, seasoning, grease, pet food, pet food packaging, soiled diapers, and feminine hygiene products. Attractant waste and refuse does not include recyclables that have been rinsed and cleaned or yard rubbish.
2. The "bear conflict zone" means the areas within the Town of Jackson that have experienced bears foraging for food in waste containers and other sources at levels that pose a threat to the health, safety, and welfare of the citizens and visitors to the Town. The bear conflict zone is hereby established and adopted by Town Council, and is as depicted on the Official Zoning Map located on the Teton County Map Server at <http://maps.greenwoodmap.com/tetonwy/mapserver/>.
3. A "bear-resistant building, fencing, or enclosure" is one that consists of or contains:
 - a. A framed building, fencing, or enclosure with hard sides and a roof constructed of wood, non-reflective metal, or other like product reasonably designed and manufactured to withstand an intrusion by a bear;
 - b. Chain-link fencing that is fully enclosed, including the top being fully covered;
 - c. Functional and maintained electric fencing designed to exclude bears; or
 - d. A combination of the above; and
 - e. Functional, maintained self-latching doors and gates, or doors and gates with manually-operated locks.
4. "Bear-resistant container" means a self-locking container or dumpster that is certified to be bear-resistant by the Interagency Grizzly Bear Committee (IGBC) or is approved by an alternative organization designated by the Town at the time of purchase. A list of certified bear-resistant containers and dumpsters is available on the IGBC website. A list of bear-resistant containers and dumpsters approved through the alternative organization designated by the Town is available through the Town.
5. "Property" means any residence, building, premises, place of business, or public building or place.
6. "Yard rubbish" means tree branches, twigs, grass, shrub, clippings, weeds, leaves, and other general yard, garden, and organic waste material.

B. The following requirements apply to collection and disposal of attractant waste and refuse within the bear conflict zone:

1. Every owner, lessee, or occupant of any property shall properly store all attractant waste and refuse in a bear-resistant container.
2. Attractant waste and refuse may be stored in a non-bear-resistant container as long as the container is stored within a bear-resistant building, fencing, or enclosure at all times while on the property.
3. All containers at construction sites that include any attractant waste and refuse shall be bear-resistant containers, which shall be kept closed and secured at all times when not in active use. Non-bear-resistant containers may be used to store construction trash that does not contain attractant waste and refuse.

(Ord. ____, ____.)

8.12.108 Maintenance and operation of bear-resistant containers and buildings, fencing, and enclosures.

A. Bear-resistant containers, buildings, fencing, and enclosures shall be functioning and closed and secured when attractant waste and refuse is not actively being deposited.

- B. Bear-resistant containers shall not be altered, modified, or in any manner changed beyond the manufacturer’s specifications and doing so renders the container out of compliance with this Code.
- C. A damaged, whether irreparably or otherwise, bear-resistant container, building, fencing, or enclosure that may be accessed by bears shall be repaired within seventy-two (72) hours after the damage.
- D. An irreparably damaged bear-resistant container must be replaced or removed within seven (7) days after the damage.
- E. Trash haulers are required to display their business names on all receptacles they provide within the Town.

(Ord. __, __.)

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 April 1, 2023.

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: Tyler Sinclair, Interim Town Manager

DT: October 3, 2022

RE: Town Manager's Report

Upcoming Council Retreats

The Town Council retreat scheduled for October 24, 2022 will be held in the fireside room at the Grand View Lodge at Snow King Resort. Heidi Brinkman is currently conducting meetings with staff and elected officials to gather input for the discussion regarding the Town Manager position and structure in the organization.

Mayor Morton Levinson has set February 7 and 8 for the Annual Council Retreat. Staff has secured the conference room at the Lodge at Jackson Hole for this meeting. Staff will also work with Heather Bergman to set up a timeline for Council input into the agenda.

Supervisory Staff at START

We are pleased to announce that at the time of preparation of the Town Manager's report, all five of the Transit System Supervisor/Dispatcher positions in START have been filled. We are very fortunate to have Jan Roberts return to us in a supervisory role after an absence of about 6 months. With Jan joining the team, we have two women in these full-time supervisory roles. One of our newer supervisors recently obtained his Commercial Driver's License and is finally able to fully perform all of the duties of the position. Another of our newer supervisors is currently in training and intends to take his CDL exam in mid-October. With our new Operations Manager, Jason Pitts, on board and these supervisory positions filled, we are in a much better position going into the busy winter transit season. Applications continue to trickle in for the winter Transit Operator positions and we should be able to provide an update in the next month or so as to where we stand for winter service.