

Jackson Town Council Regular Meeting

March 6, 2023

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/87079339512?pwd=REJyWkhOdGxKTzNHN05JWm0zT201dz09>

If the link does not work, join at zoom.com with Webinar ID **870 7933 9512** Password: **83001**

or join by phone **+1 253 205 0468** with Webinar ID **870 7933 9512** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Red Cross Month Proclamation
 - 2. National Service Recognition Day Proclamation
- D. Introduction of Laura Redler, Graduate Student Practicum with Community Development Department

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. February 22, 2023 Special Town Council Meeting
 - 2. February 27, 2023 Special Town Council Workshop
 - 3. February 27, 2023 Special Town Council Meeting
- B. Disbursements
- C. P23-023: Tack Swap Temporary Sign (Paul Anthony)
- D. Special Event: Rendezvous Festival on the Town Square (Carl Pelletier)
- E. Special Event: World Championship Hill Climb (Carl Pelletier)
- F. Special Event: Snow King Ski Area Fireworks (Carl Pelletier)
- G. Special Event: Octane Addictions (Carl Pelletier)

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.

- H. E22-003: Sidewalk Access Easement Agreement 180 E Deloney for Rendezvous Land Conservancy (Brian Lenz)
- I. P22-124: Sidewalk Access Easement Agreement for E Broadway for JH Historical Society and Museum (Brian Lenz)
- J. P22-199: Encroachment Agreement for 295 W Pearl (old movie theater) for Teton Gables, LLC (Brian Lenz)
- K. Bid 23-07: West Gill Ave. and Alley Sewer Project (Brian Lenz)

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

- A. Pathways
 - 1. Bruun Blvd. Protected Bike Lane (Brian Schilling)
- B. Planning
 - 1. P22-292 Boundary Adjustment 105 Mercill Avenue (Paul Anthony)
 - 2. P22-298 Request for Subdivision Plat for Mercill Partners, LLC at 105 Mercill Ave. (Katelyn Page)
 - 3. P22-299 Request for Fee Reduction for P22-298 Subdivision Plat for Mercill Partners, LLC at 105 Mercill Ave. (Katelyn Page)
 - 4. E23-0011 Sewer Easement Agreement at 145 and 105 Mercill Avenue (Brian Lenz)
- C. Community Development
 - 1. Review of Sustainable Strategies and Recommendation for FY24 (Tanya Anderson)

VI. RESOLUTIONS

- A. Resolution 23-03: A Resolution Setting a Pay Philosophy (Roxanne Robinson)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Destination Stewardship Council Appointments (Tyler Sinclair)

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.

AMERICAN RED CROSS MONTH
Recognizing March 2023 as American Red Cross Month

WHEREAS, in times of crisis, people in Jackson, Wyoming, come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross volunteers and donors; and

WHEREAS, in 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people's suffering. Today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in Jackson, who continue to carry out Clara's lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially, or learn vital life-preserving skills through the Red Cross; and

WHEREAS, in Jackson, the contributions of local Red Cross volunteers give hope to the most vulnerable in their darkest hours; whether it's providing emergency shelter, food, and comfort for families devastated by local disasters such as fires, or supporting service members and veterans along with their families and caregivers through the unique challenges of military life, or helping to save the lives of others with first aid, CPR, and other skills, or delivering international humanitarian aid; and

WHEREAS, the work of volunteers to prevent and alleviate human suffering is vital to strengthening our community's resilience, so we dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." And we ask others to join in this commitment to give back in our community.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, Wyoming, do hereby proclaim March 2023 as Red Cross Month. I encourage all citizens of Jackson to reach out and support its humanitarian mission.

DATED THIS 6th DAY OF MARCH 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

NATIONAL SERVICE RECOGNITION DAY

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's elected leaders are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities; they educate students for 21st century jobs, fight the opioid epidemic, respond to natural disasters, and support veterans and military families; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve, and national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, within Teton County, AmeriCorps members are actively serving at multiple locations. Through involvement with Teton Science Schools and other local partners, service members are engaged in the development of resources to enact lasting change in the community. In the past year, AmeriCorps members have actively served with over 20 local partners including the Teton Literacy Center and the Art Association of Jackson Hole; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the AmeriCorps shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, the National Association of Counties, Cities of Service, and local leaders across the country for National Service Recognition Day on March 17, 2023.

THEREFORE, BE IT RESOLVED that I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim **March 17, 2023**, as **National Service Recognition Day**, and encourage residents to recognize the positive impact of national service in our county; to thank those who serve; and to find ways to give back to their communities.

DATED THIS 6th DAY OF MARCH 2023.

Town of Jackson

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk



Laura Redler
Intern w/ Ecosystem Stewardship Administrator

Laura Redler is a recent graduate of Virginia Tech and a current graduate student with Teton Science Schools, studying Natural Sciences Education. Laura is completing a 4-week practicum with the Town of Jackson, under the Ecosystem Stewardship Administrator and hopes to aid in projects related to the Bear Resistant Trash regulations and Karns Meadow.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 22, 2023

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:00 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 Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter and Jessica Sell Chambers. Jim Rooks joined at 1:05pm.

STAFF: Lea Colasuonno and Riley Taylor.

Executive Session. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to recess to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: March 1, 2023

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

FEBRUARY 27, 2023

JACKSON, WYOMING

The Jackson Town Council met in special 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: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Michelle Weber, Susan Scarlata, Paul Anthony, Floren Poliseo, Brian Lenz and Riley Taylor.

Equity and Inclusion Survey. Susan Scarlata and Alex Norton made staff comment. Jordan Rich and Julien Hass made public comment. Council held discussion with staff. No motion was made.

Construction Management Plans. Floren Poliseo, Brian Lenz, Tyler Sinclair, Paul Anthony, and Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to amend Jackson Municipal Code and present a draft Ordinance to Council at a future Council meeting, as discussed during the workshop. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Upcoming Council Agendas and Retreat Update. Tyler Sinclair made staff comment. Council held discussion with staff. No motion was made.

Executive Session. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 4:57 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: March 8, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 27, 2023

JACKSON, WYOMING

The Jackson Town Council met in special 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 Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Tyler Valentine, Floren Poliseo, Johnny Ziem, Brian Lenz, April Norton, Michelle Weber, Lynsey Lenamond, and Riley Taylor.

Public Comment. There was no public comment.

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

- A. **Meeting Minutes.** To approve the meeting minutes from the February 6, 2023 Regular Town Council Meeting and February 8-9, 2023 Special Town Council Meeting/Retreat.
- B. **Disbursements.** To approve disbursements as presented. 440 KELLY PARTNERS LLC \$7,000.00; 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$1,297.46; AFLAC \$2,980.26; AIRGAS INTERMOUNTAIN INC. \$149.15; ALDER ENVIRONMENTAL LLC \$860.00; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$162,342.48; ALPHAGRAPHICS \$194.38; ARELLANO, OVIEL \$1,500.00; ASTORIA PARK CONSERVANCY \$477.00; BAKER TILLY US, LLP \$6,885.00; BESTDRIVE IDAHO FALLS \$6,808.16; BIG R RANCH & HOME \$89.99; BISHOP, GRANT \$1,500.00; BLUE SPRUCE CLEANERS, INC \$192.70; BRIGGS, ERIC L \$56.87; BURKHOLDER, SHAWN \$1,850.00; CARQUEST AUTO PARTS INC. \$411.14; CASELLE INC. \$1,867.00; CELLEBRITE USA \$3,850.00; CHAMBERS, JESSICA \$749.52; CONRAD & BISCHOFF INC. \$32,177.93; CONVERGEONE, INC \$11,277.30; COPYWORKS, LLC \$126.00; CORE & MAIN LP \$7,500.00; DEAN'S PEST CONTROL LLC \$250.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$600.00; E.R. OFFICE EXPRESS \$260.83; ENERGY LABORATORIES INC. \$953.00; ENTERSECT \$2.50; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$10,129.00; EVIDENT \$1,496.56; EXPOSURE SIGNS INC \$2,870.00; FALL RIVER PROPANE \$3,238.06; FIRE SERVICES OF IDAHO \$1,010.00; FLEETPRIDE \$53.26; FLOWPOINT ENVIRONMENTAL SYSTEMS \$1,095.00; FORCE SCIENCE \$1,650.00; GE SOFTWARE \$80.00; GILLIG LLC \$3,138.17; GOSMA \$175.00; GREENWOOD MAPPING INC. \$1,449.00; HIGH COUNTRY LINEN \$255.12; HILLTOP NATIONAL BANK \$98,295.76; IDAHO FALLS PETERBILT \$153.30; IDAHO STATE TAX COMMISSION \$4,228.00; INTERSTATE BATTERY \$906.65; IPRO TECH, LLC \$1,039.50; JACKSON DOWNTOWNER, LLC \$56,384.16; JACKSON HOLE LAW, PC \$3,005.00; JACKSON HOLE NEWS & GUIDE \$5,981.58; JORGENSEN, ARNE OLAUS \$556.64; KENWORTH SALES COMPANY DEPT #1 \$1,297.03; KRAINIK, SEAN \$500.00; LANGUAGE TESTING INTERNATIONAL, INC \$239.50; LENAMOND, LYNSEY \$2,781.50; LENOVO (UNITED STATES) INC. \$253.29; LOCAL GOV'T LIABILITY POOL \$2,000.00; LOWER VALLEY ENERGY INC \$58,944.75; MARKMAN, JASON \$1,900.00; MOBILITY FOREFRONT LLC \$47,102.20; MOUNTAIN STATES LIGHTING \$458.45; NAPA AUTO PARTS INC. \$478.50; NELSON ENGINEERING \$549.25; NTH DEGREEE \$1,795.00; OPS STRATEGIES, LLC \$4,500.00; PALINDROME STUDIO \$625.00; PEAK WATER SERVICES, LLC \$20,125.25; PLATT \$15.37; PREMIER TRUCK- SALT LAKE CITY \$146.18; PREMIER VEHICLE INSTALLATION, INC \$848.28; PROTERRA \$5,460.44; RINK-TEC INTERNATIONAL, INC \$435.06; RON'S TOWING LLC \$750.00; RT1 INC \$25.87; SAFETY-KLEEN SYSTEMS, INC. \$528.05; SCARLATA, SUSAN \$2,033.74; SCHECHTER, JONATHAN \$494.95; SHERWIN-WILLIAMS CO. \$190.28; SILLIMAN, JEFF \$90.00; SNAKE RIVER MEP COMPLETE, INC \$570.00; SNAKE RIVER ROASTING -\$163.35; SPRING CREEK ANIMAL HOSPITAL \$925.98; SPSC POA - SOUTH PARK SERVICES CTR POA \$904.14; STANARD & ASSOCIATES, INC \$59.00; STONE, KIRK \$2,800.00; STOTZ EQUIPMENT \$173.66; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; SWAGIT PRODUCTIONS, LLC \$1,775.00; SYMBOLARTS, LLC \$143.10; TETON COUNTY CLERK \$219,574.33; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$24,761.24; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY PUBLIC WORKS \$38,683.08; TETON COUNTY SHERIFF'S-JAIL \$432.00; TETON COUNTY SPECIAL FIRE FUND \$70,080.77; TETON COUNTY-FUND 10 \$65,791.77; TETON COUNTY-FUND 13 \$63,109.24; TETON COUNTY-FUND 19 \$52,114.98; TETON LITERACY CENTER \$6,700.00; TETON MOTORS INC -\$250.00; TETON ROPE ACCESS AND SERVICES, LLC \$1,597.50; TETON TRASH REMOVAL, INC. \$49.00; THE CONNOR E FIELD TRUST \$2,575.00;

THOMSON WEST \$920.94; VALLEY OFFICE SYSTEMS \$71.28; VICTOR VILLAGE, LLC \$1,500.00; WESTBANK SANITATION \$194.60; WESTERN STATE \$1,935.64; WESTWOOD CURTIS \$3,065.00; WHITE GLOVE CLEANING, INC. \$1,031.38; WILMA D SORSBY TRUST \$3,000.00; WILSON, JOHN \$2,200.00; WY CHILD SUPPORT ENFORCEMENT \$146.76; WY WORKERS' SAFETY & COMP \$18,910.16; WYOMING FIRST AID & SAFETY \$195.87; WYOMING LAW ENFORCEMENT \$245.00; WYOMING RETIREMENT SYSTEM \$143,912.50; YELLOW IRON EXCAVATION, LLC \$4,750.00; ZIEM, JOHNNY \$155.00.

- C. **January Municipal Court Report.** To accept the January Municipal Court Report into record.
- D. **P23-002 Book Fair Temporary Sign.** To approve temporary banner application (P23-002) for JH Classical Academy including the three conditions of approval recommended by the Planning Director in the staff report dated February 21, 2023.
- E. **P23-011 Winter Market Temporary Sign.** To approve temporary banner application (P23-011) for JHFM Winter Market Fest including the three conditions of approval recommended by the Planning Director in the staff report dated February 21, 2023.
- F. **Kelly Place Condominiums Suite of Documents.** To approve the following documents subject to minor edits by the Town Attorney, and authorize the Mayor to sign them:
 - 1. Special Restrictions for Workforce Ownership Housing Located at 440 West Kelly Condominiums Addition to the Town of Jackson.
 - 2. Employee Rights of First Purchase Agreement for 440 West Kelly Condominiums.
 - 3. Termination of Ground Lease Agreement for Kelly Place Condominiums.
 - 4. Warranty Deed for Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 7, 1955 as Plat No. 143.
- G. **Bid 23-08 2023 Chip Seal.** To approve the award of the 2023 Chip Seal Project to Evans Construction Company, of Jackson, Wyoming in the amount of \$275,160.00, and authorize the Mayor to execute the contract subject to final approval of the Town Attorney and Town Engineer.
- H. **Bid 23-09 2023 Spring Patching.** To approve the award of the 2023 Spring Street Patching Project to Knife River Corporation – Mountain West of Boise, Idaho in the amount of \$232,150.00, and authorize the Mayor to execute the contract subject to approval by the Town Attorney and Town Engineer.

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

New Resort Liquor License – CCC's PBI LLC dba Mountain Modern Motel at 380 W. Broadway. This item was withdrawn by the applicant. Mayor Morton Levinson closed the public hearing.

P22-253 Development Plan at 245 and 265 N. Millward St. There was no discussion. A motion was made by Jonathan Schechter and seconded by Jim Rooks to continue item P22-253 to the regularly scheduled Town Council meeting on March 20, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P22-292 Boundary Adjustment at 105 and 145 Mercill Ave. There was no discussion. A motion was made by Jonathan Schechter and seconded by Jim Rooks to continue Item P22-292 to the regularly scheduled Town Council meeting on March 6, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P22-198 Snow King Gondola Conditional Use Permit – Continued. Tyler Valentine, Tyler Sinclair, and Lea Colasuonno made staff comment. Ryan Stanley commented on behalf of Snow King Mountain Resort. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to draft an amendment to the Gondola and Cougar Lease Agreement between the Town and Snow King Mountain Resort, LLC extending the deadline for Completion of Construction to a time to be determined, with the following conditions;

- 1) To be continuously reviewed as part of the Town of Jackson and Snow King Resort LLC annual meeting.

- 2) Immediately secure a financial bond paid by Snow King Resort LLC for all described work related to the removal of pavement and resodding of the center portion of Phil Baux Park in the amount of 125% of the estimated costs.

Mayor Morton Levinson called for the vote. The vote showed 1-4 with Jim Rooks in favor, and Mayor Morton Levinson, Arne Jorgensen, and Jessica Sell Chambers opposed. The motion failed.

A motion was made by Mayor Morton Levinson to approve a Conditional Use Permit Amendment (P22-198) to the original Snow King Gondola CUP (P19-242) at the property located at 100 E. Snow King Avenue, based upon the findings and conditions as presented by staff, the departmental reviews, and subject to the staff report dated February 21, 2023, with the addition of a 24-hour special event to be added to the CUP. There was no seconded. Mayor Morton Levinson withdrew the motion.

A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve a Conditional Use Permit Amendment (P22-198) to the original Snow King Gondola CUP (P19-242) at the property located at 100 E. Snow King Avenue, based upon the findings and conditions as amended by Council below, the departmental reviews, and subject to the staff report dated February 21, 2023:

Condition #10: The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00pm year-round for general use of the restaurant.

Condition #11: The gondola may run as late as 2:00am year-round in association with the observatory and special events. Notwithstanding the foregoing limitation, the Gondola may run one 24-hour period in each calendar year. After 10:00pm blackout curtains and shielded red lights shall be used for gondola loading.

Condition #13: The Snow King Mountain Resort-Town of Jackson Operating Plan shall be updated to be consistent with this CUP Amendment within 30 days of Council approval.

Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Mayor Morton Levinson and seconded by Jim Rooks to approve a Conditional Use Permit Amendment (P22-198) to the original Snow King Gondola CUP (P19-242) at the property located at 100 E. Snow King Avenue, based upon the findings and conditions as amended by Council below, the departmental reviews, and subject to the staff report dated February 21, 2023:

Condition #3:

- A. Extend the deadline for Completion of Construction of the relandscaped area to May 1, 2024.
- B. Amend the area and associated exhibits to be relandscaped to approximately the same area encumbered by the Tube Park in the winter.
- C. Require a bond in 125% of the cost to complete the relandscaped area adjusted for annual construction cost inflation until such time the work is completed.

Mayor Morton Levinson called for the vote. The vote showed 4-1 in favor with Mayor Morton Levinson, Jim Rooks, Arne Jorgensen, and Jonathan Schechter in favor, and Jessica Sell Chambers opposed. The motion carried.

Gondola and Cougar Lease Agreement Request – Continued. Tyler Sinclair and Lea Colasuonno made staff comment. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to draft an amendment to the Gondola and Cougar Lease Agreement Between the Town and Snow King Mountain Resort, LLC to:

- A. Extend the deadline for Completion of Construction of the relandscaped area to May 1, 2024.
- B. Amend the area and associated exhibits to be relandscaped to approximately the same area encumbered by the Tube Park in the winter.
- C. Require a bond in 125% of the cost to complete the relandscaped area adjusted for annual construction cost inflation until such time the work is completed.
- D. Amend other associated agreements and permits to be consistent with the Amended Conditional Use Permit.

Mayor Morton Levinson called for the vote. The vote showed 4-1 in favor with Mayor Morton Levinson, Jim Rooks, Arne Jorgensen, and Jonathan Schechter in favor, and Jessica Sell Chambers opposed. The motion carried.

P22-269 & P22-278 LDR Text Amendment. Tyler Valentine made staff comment. Council held discussion with staff. Michael Stern made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the proposed LDR Text Amendment (P22-269), based upon factors 1-6 in Section 8.7.2.C of the Land Development Regulations as presented by staff in the

A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve fee waiver request P22-278. Mayor Morton Levinson called for the vote. The vote showed all in opposed. The motion failed.

P22-242 Development Plan at 180 Aspen Dr. Tyler Valentine made staff comment. Council held discussion with staff. Ron Leavey made applicant comment. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve a Development Plan (P22-242) for a future 2-lot subdivision for the property located at 180 Aspen Drive based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated February 21, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance H: An Ordinance Regarding Bingo and Pull Tabs.

AN ORDINANCE REPEALING SECTION 1 OF ORDINANCE 1281 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.039, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, AND 5.48.180; SECTION 3 OF ORDINANCE 1280 AND JACKSON MUNICIPAL CODE §§ 5.48.050 AND 5.48.210; SECTION 12 OF ORDINANCE 860 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, AND 5.48.180, 5.48.190, 5.48.200, AND 5.48.210; AND 1 OF ORDINANCE 432 AND JACKSON MUNICIPAL CODE § 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, 5.48.180, 5.48.190, 5.48.210 AN 5.48.220; REGARDING BINGO AND PULL TABS 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:

There was no public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Ordinance H on third reading and designate it Ordinance 1340. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance I: An Ordinance Regarding Parking Prohibitions.

AN ORDINANCE REPEALING SECTIONS 18(J) AND (K) OF ORDINANCE NO. 131; SECTION 1 OF ORDINANCE NO. 610 AND JACKSON MUNICIPAL CODE 10.04.160(P) AND (Q); SECTION 1 OF ORDINANCE NO. 1043 AND JACKSON MUNICIPAL CODE 10.04.160(P) AND (Q); SECTION 1 OF ORDINANCE NO. 1311 AND JACKSON MUNICIPAL CODE 10.04.160(O) AND (P); REGARDING PARKING PROHIBITIONS 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:

There was no public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance I on third reading and designate it Ordinance 1341. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Board and Commission Reports. There were no reports.

Town Manager Position. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to direct the Town Attorney to draft a contract for employment with the Town Manager candidate for Council consideration. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. Council held discussion with staff. The report contained updates on USDA Composting and Food Waste Reduction Grant, Partners for Places grant, employee recruitment/housing, and Safe Streets for All grant. A motion was made by Jessica Sell

Chambers and seconded by Jim Rooks to approve the Town Manager’s Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:33 p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: March 8, 2023

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	805225	CASTER	11/10/2022	15.87	.00	
51	ACE HARDWARE	815927	TIE WIRE	02/16/2023	16.99	.00	
51	ACE HARDWARE	816042	LOCK	02/17/2023	21.99	.00	
51	ACE HARDWARE	816061	SUPPLIES	02/17/2023	167.45	.00	
51	ACE HARDWARE	816359	CLOGBUSTER	02/22/2023	29.99	.00	
51	ACE HARDWARE	816363	HOSE	02/22/2023	109.98	.00	
51	ACE HARDWARE	816381	CREDIT	02/22/2023	84.98-	.00	
Total 51:					277.29	.00	
21	ADVANCED INDUSTRIAL SUPPL	5264001	Gas isc	02/10/2023	953.28	.00	
Total 21:					953.28	.00	
88	AIRGAS INTERMOUNTAIN INC.	9994755215	ARGON	01/31/2023	45.28	.00	
Total 88:					45.28	.00	
6900	ALDER ENVIRONMENTAL LLC	3023	CORE FACILITY MITIGATION	02/07/2023	24,384.50	.00	
Total 6900:					24,384.50	.00	
6686	Allegiance Benefit Plan Manage, I	010923	claims	01/09/2023	13,684.74	13,684.74	02/28/2023
6686	Allegiance Benefit Plan Manage, I	022323	claims	02/23/2023	35,027.88	35,027.88	02/28/2023
Total 6686:					48,712.62	48,712.62	
5726	AMAZON	17RH-TKXV-P9	TAPE	02/20/2023	15.99	.00	
5726	AMAZON	1CK9-TL9D-N9	TAPE	02/20/2023	19.99	.00	
Total 5726:					35.98	.00	
383	ANTLER MOTEL, INC.	021623	ROOMS	02/16/2023	4,800.00	.00	
Total 383:					4,800.00	.00	
7027	ARISTORENAS, MARIA	022823	EQUITY TASK FORCE	02/28/2023	450.00	.00	
Total 7027:					450.00	.00	
1783	AT&T	287259163099	charges for account 28725916309	02/08/2023	51.21	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	02/12/2023	43.23	.00	
1783	AT&T	287279795460	charges for account 28727979546	02/11/2023	251.88	.00	
Total 1783:					346.32	.00	
3754	AYLING, ALEX	022023	Boots	02/20/2023	100.00	.00	
3754	AYLING, ALEX	17RH-TKXV-P9	TAPE	02/20/2023	15.99	.00	
Total 3754:					115.99	.00	
7028	BADILLO, MARCELA	022823	TASK FORCE	02/28/2023	450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7028:					450.00	.00	
7033	BERGMAN, PIERRE	022823	TASK FORCE	02/28/2023	450.00	.00	
Total 7033:					450.00	.00	
4774	BIG R RANCH & HOME	1603327	JACKET	02/16/2023	109.99	.00	
Total 4774:					109.99	.00	
7196	BURDINE, CALEB	021523	BAIL REFUND CASE 22-10-0123	02/15/2023	2,500.00	2,500.00	02/16/2023
Total 7196:					2,500.00	2,500.00	
5	CARQUEST AUTO PARTS INC.	6090-601818	BELTS	02/10/2023	55.32	.00	
5	CARQUEST AUTO PARTS INC.	6090-602247	TOGGLE BOOTS	02/14/2023	9.95	.00	
5	CARQUEST AUTO PARTS INC.	6090-602295	HYDRAULIC LUBE	02/15/2023	18.10	.00	
5	CARQUEST AUTO PARTS INC.	6090-602650	CYLINDER	02/18/2023	11.38	.00	
5	CARQUEST AUTO PARTS INC.	6090-602935	TOGGLE SWITCH	02/21/2023	7.29	.00	
5	CARQUEST AUTO PARTS INC.	6090-602943	TOGGLE SWITCH	02/21/2023	13.70	.00	
Total 5:					115.74	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	02/13/2023	.49	.00	
544	CENTURYLINK	P-307-111-505	307-111-5050 246m	02/07/2023	2,235.09	.00	
Total 544:					2,235.58	.00	
5967	CITY OF DRIGGS	BBSTART2023	BUS BARN RENT	02/02/2023	2,444.79	.00	
Total 5967:					2,444.79	.00	
4490	COBAN TECHNOLOGIES, INC	50630	FOCUS PEN	01/26/2023	250.00	.00	
Total 4490:					250.00	.00	
514	CONRAD & BISCHOFF INC.	IN-317235-23	FUEL	02/13/2023	36,428.53	.00	
514	CONRAD & BISCHOFF INC.	IN-322837-23	DEF BULK	02/07/2023	635.25	.00	
Total 514:					37,063.78	.00	
4887	CONTROL SYSTEM TECHNOLO	10757	WATER SCADA	02/22/2023	450.00	.00	
Total 4887:					450.00	.00	
6475	CONVERGEONE, INC	21118	MONTHLY CHARGES	02/22/2023	319.72	.00	
Total 6475:					319.72	.00	
1691	CORE & MAIN LP	R957726	CURB BOX	02/08/2023	1,130.60	.00	
Total 1691:					1,130.60	.00	
6243	DAY WIRELESS SYSTEMS	INV760862	RADIOS	01/25/2023	2,436.10	.00	
Total 6243:					2,436.10	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7030	DAY, JEAN	022823	TASK FORCE	02/28/2023	450.00	.00	
	Total 7030:				450.00	.00	
708	DELTA DENTAL PLAN OF WYOM	020123	MARCH PERMIUM	02/01/2023	639.60	639.60	02/17/2023
708	DELTA DENTAL PLAN OF WYOM	020123	JANUARY CLAIMS	02/01/2023	6,303.23	6,303.23	02/17/2023
	Total 708:				6,942.83	6,942.83	
7037	DICK ANDERSON CONSTRUCTI	022323	PAY APP #6	02/23/2023	1,611,785.33	.00	
	Total 7037:				1,611,785.33	.00	
6883	DIVISION OF CHILD SUPPORT	022323	DCSE CASE #0005405448	02/23/2023	509.23	509.23	02/23/2023
	Total 6883:				509.23	509.23	
2798	DPC INDUSTRIES, INC.	7370000388-2	chlorine	02/02/2023	5,132.90	.00	
	Total 2798:				5,132.90	.00	
3408	E.R. OFFICE EXPRESS	20681	Office Supplies	02/09/2023	299.27	.00	
3408	E.R. OFFICE EXPRESS	20697	FILE FOLDERS	02/15/2023	92.70	.00	
3408	E.R. OFFICE EXPRESS	20734	PAPER	02/24/2023	93.00	.00	
	Total 3408:				484.97	.00	
1134	ENERGY LABORATORIES INC.	535566	INFLUENT AND EFFLUENT	02/21/2023	464.00	.00	
	Total 1134:				464.00	.00	
6802	FALL RIVER PROPANE	2527623	PROPANE ETNA	01/27/2023	925.00	.00	
6802	FALL RIVER PROPANE	51773001 0223	PROPANE	02/17/2023	112.00	.00	
	Total 6802:				1,037.00	.00	
4709	FLEETPRIDE	105818102	SEAL-LOK	02/20/2023	130.20	.00	
4709	FLEETPRIDE	105823532	CARTRIDGE	02/20/2023	345.14	.00	
	Total 4709:				475.34	.00	
6676	Fodor Law Office	3492	174 N KING	02/09/2023	895.00	.00	
	Total 6676:				895.00	.00	
668	FREEDOM MAILING SERVICE I	44678	INSERT	02/07/2023	47.38	.00	
668	FREEDOM MAILING SERVICE I	44678	UTILITY BILLING	02/07/2023	895.71	.00	
668	FREEDOM MAILING SERVICE I	44678	UTILITY BILLING	02/07/2023	895.70	.00	
	Total 668:				1,838.79	.00	
7034	FRITTS, JASON	022823	EQUITY TASK FORCE	02/28/2023	450.00	.00	
	Total 7034:				450.00	.00	
6126	GARMIN USA	SL27940114	MONTHLY SERVICES	02/27/2023	62.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6126:					62.95	.00	
6844	GE SOFTWARE	210107	FUEL SITE MODULE	02/28/2023	80.00	.00	
Total 6844:					80.00	.00	
4212	GILLIG LLC	41007518	ADAPTOR KIT	02/13/2023	212.75	.00	
4212	GILLIG LLC	41008064	BELT	02/14/2023	233.46	.00	
Total 4212:					446.21	.00	
4271	GRAND TARGHEE RESORT	021523	REIMBURSE FOR WIXOM CDL	02/15/2023	313.00	.00	
Total 4271:					313.00	.00	
6893	HEALTHIEST YOU	020123	MARCH PREMIUM	02/01/2023	1,382.40	1,382.40	02/17/2023
Total 6893:					1,382.40	1,382.40	
7031	HERNANDEZ, BRANDON	022823	TASK FORCE	02/28/2023	450.00	.00	
Total 7031:					450.00	.00	
7199	HIDDEN HOLLOW LLC	022423	ISSUE REFUND FOR WATER A	02/24/2023	2,292.43	.00	
Total 7199:					2,292.43	.00	
96	HIGH COUNTRY LINEN	0357443	UNIFORMS STREET	01/12/2023	16.04	.00	
96	HIGH COUNTRY LINEN	0357443	UNIFORMS FLEET	01/12/2023	33.16	.00	
96	HIGH COUNTRY LINEN	0357443	BUILD MAINT	01/12/2023	163.11	.00	
96	HIGH COUNTRY LINEN	0357443	WWTP UNIFORMS	01/12/2023	17.20	.00	
96	HIGH COUNTRY LINEN	0357443	UNIFORMS ADMIN	01/12/2023	5.28	.00	
96	HIGH COUNTRY LINEN	0357443	UNIFORMS SEWER	01/12/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0357443	UNIFORMS ADMIN	01/12/2023	5.27	.00	
96	HIGH COUNTRY LINEN	0357443	UNIFORMS WATER	01/12/2023	17.21	.00	
96	HIGH COUNTRY LINEN	0357443	SHOP SUPPLIE	01/12/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0357443	FACILITY UNIFORMS	01/12/2023	19.95	.00	
96	HIGH COUNTRY LINEN	0358469	MATS @ START	01/18/2023	91.56	.00	
96	HIGH COUNTRY LINEN	0358597	UNIFORMS SEWER	01/19/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0358597	UNIFORMS WATER	01/19/2023	17.21	.00	
96	HIGH COUNTRY LINEN	0358597	UNIFORMS STREET	01/19/2023	16.04	.00	
96	HIGH COUNTRY LINEN	0358597	BUILD MAINT	01/19/2023	17.10	.00	
96	HIGH COUNTRY LINEN	0358597	UNIFORMS WWTP	01/19/2023	17.20	.00	
96	HIGH COUNTRY LINEN	0358597	UNIFORMS admin	01/19/2023	5.28	.00	
96	HIGH COUNTRY LINEN	0358597	SHOP SUPPLIE	01/19/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0358597	UNIFORMS FACILITY	01/19/2023	19.95	.00	
96	HIGH COUNTRY LINEN	0358597	UNIFORMS admin	01/19/2023	5.27	.00	
96	HIGH COUNTRY LINEN	0358597	UNIFORMS FLEET	01/19/2023	40.42	.00	
96	HIGH COUNTRY LINEN	0359821	UNIFORMS ADMIN	01/26/2023	5.28	.00	
96	HIGH COUNTRY LINEN	0359821	UNIFORMS FLEET	01/26/2023	7.26	.00	
96	HIGH COUNTRY LINEN	0359821	UNIFORMS ADMIN	01/26/2023	5.27	.00	
96	HIGH COUNTRY LINEN	0359821	UNIFORMS SEWER	01/26/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0359821	UNIFORMS STREET	01/26/2023	16.04	.00	
96	HIGH COUNTRY LINEN	0359821	BUILD MAINT	01/26/2023	26.67	.00	
96	HIGH COUNTRY LINEN	0359821	UNIFORMS WWTP	01/26/2023	17.20	.00	
96	HIGH COUNTRY LINEN	0359821	UNIFORMS FLEET	01/26/2023	40.42	.00	
96	HIGH COUNTRY LINEN	0359821	SHOP SUPPLIES	01/26/2023	6.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0359821	UNIFORMS FACILITY	01/26/2023	19.95	.00	
96	HIGH COUNTRY LINEN	0359821	UNIFORMS WATER	01/26/2023	17.21	.00	
96	HIGH COUNTRY LINEN	0360150	MATS @ TOWN HALL	01/27/2023	251.20	.00	
96	HIGH COUNTRY LINEN	0360847	MATS @ START	02/01/2023	221.96	.00	
96	HIGH COUNTRY LINEN	0360966	UNIFORMS FLEET	02/02/2023	40.42	.00	
96	HIGH COUNTRY LINEN	0360966	BUILD MAINT	02/02/2023	17.10	.00	
96	HIGH COUNTRY LINEN	0360966	UNIFORMS WWTP	02/02/2023	17.20	.00	
96	HIGH COUNTRY LINEN	0360966	shop SUPPLIES	02/02/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0360966	UNIFORMS FACILITY	02/02/2023	19.95	.00	
96	HIGH COUNTRY LINEN	0360966	UNIFORMS ADMIN	02/02/2023	5.27	.00	
96	HIGH COUNTRY LINEN	0360966	UNIFORMS WATER	02/02/2023	17.21	.00	
96	HIGH COUNTRY LINEN	0360966	UNIFORMS SEWER	02/02/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0360966	UNIFORMS STREET	02/02/2023	16.04	.00	
96	HIGH COUNTRY LINEN	0360966	UNIFORMS ADMIN	02/02/2023	5.28	.00	
96	HIGH COUNTRY LINEN	0360966	UNIFORMS FLEET	02/02/2023	7.26-	.00	
96	HIGH COUNTRY LINEN	0362135	UNIFORMS SEWER	02/09/2023	14.68	.00	
96	HIGH COUNTRY LINEN	0362135	UNIFORMS WATER	02/09/2023	17.21	.00	
96	HIGH COUNTRY LINEN	0362135	UNIFORMS STREET	02/09/2023	17.41	.00	
96	HIGH COUNTRY LINEN	0362135	BUILD MAINT	02/09/2023	162.37	.00	
96	HIGH COUNTRY LINEN	0362135	UNIFORMS WWTP	02/09/2023	17.20	.00	
96	HIGH COUNTRY LINEN	0362135	UNIFORMS ADMIN	02/09/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0362135	SHOP SUPPLIES	02/09/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0362135	UNIFORMS FACILITY	02/09/2023	16.05	.00	
96	HIGH COUNTRY LINEN	0362135	UNIFORMS ADMIN	02/09/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0362135	UNIFORMS FLEET	02/09/2023	30.82	.00	
96	HIGH COUNTRY LINEN	0362483	SUPPLIES	02/10/2023	9.46	.00	
96	HIGH COUNTRY LINEN	0363876	MATS @ SI FERRIN	02/20/2023	17.33	.00	
96	HIGH COUNTRY LINEN	0363881	MATS @ HOME RANCH	02/20/2023	23.96	.00	
96	HIGH COUNTRY LINEN	S0361683	SUPPLIES	02/06/2023	71.13	.00	
Total 96:					1,744.12	.00	
6621	ICLEI- LOCAL GOV FOR SUSTAI	3077	MEMBERSHIP DUES	01/10/2023	1,200.00	.00	
Total 6621:					1,200.00	.00	
106	INTERSTATE BATTERY	22256205	BATTERIES	02/14/2023	144.95	.00	
106	INTERSTATE BATTERY	22256280	BATTERIES	02/21/2023	144.95	.00	
Total 106:					289.90	.00	
110	INTERWEST SUPPLY COMPANY	IN0102974	GRADER BLADE	02/15/2023	4,075.60	.00	
Total 110:					4,075.60	.00	
6954	IVY OUTDOOR SERVICES LLC	0000029	JANUARY TRASH REMOVAL	02/01/2023	1,215.00	.00	
6954	IVY OUTDOOR SERVICES LLC	0000030	DOWNTOWN TRASH JANUARY	02/14/2023	4,785.75	.00	
Total 6954:					6,000.75	.00	
2	JACKSON CURBSIDE INC.	00030649	HOME RANCH RECYCLING	02/10/2023	750.00	.00	
2	JACKSON CURBSIDE INC.	00030672	RECYCLING @ SI-FERRIN	02/10/2023	225.00	.00	
Total 2:					975.00	.00	
6474	JACKSON HOLE LAW, PC	1847	FEBRUARY BILLING	02/28/2023	3,005.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6474:					3,005.00	.00	
131	JACKSON HOLE NEWS & GUID	349130	AD#413780	01/18/2023	99.00	.00	
131	JACKSON HOLE NEWS & GUID	349130	AD#413781	01/18/2023	99.00	.00	
131	JACKSON HOLE NEWS & GUID	349784	AD#414503	02/08/2023	189.00	.00	
131	JACKSON HOLE NEWS & GUID	349948	AD#414940	02/15/2023	1,206.00	.00	
131	JACKSON HOLE NEWS & GUID	349949	AD#414939	02/15/2023	175.50	.00	
131	JACKSON HOLE NEWS & GUID	350009	AD#414911	02/15/2023	604.80	.00	
131	JACKSON HOLE NEWS & GUID	350010	AD#414955	02/15/2023	806.40	.00	
131	JACKSON HOLE NEWS & GUID	350198	AD#415001	02/22/2023	806.40	.00	
Total 131:					3,986.10	.00	
283	JEWISON, SAMUEL LEE	021623	SUPPLIES	02/16/2023	14.98	.00	
Total 283:					14.98	.00	
2647	JHAM, INC.	JPD 112122	SUPPRESSORS	11/21/2022	4,153.61	.00	
2647	JHAM, INC.	JPD 11723	HOLSTER	01/17/2023	151.49	.00	
2647	JHAM, INC.	JPD 121122	VESTS	09/29/2022	6,021.32	.00	
Total 2647:					10,326.42	.00	
139	JORGENSEN ASSOCIATES, PC	50616	19137 TOJ FLAT CREEK	01/20/2023	5,000.00	.00	
139	JORGENSEN ASSOCIATES, PC	50616	19137 TOJ FLAT CREEK	01/20/2023	8,207.50	.00	
139	JORGENSEN ASSOCIATES, PC	50616	19137 TOJ FLAT CREEK	01/20/2023	5,000.00	.00	
Total 139:					18,207.50	.00	
4275	JORGENSEN, ARNE OLAUS	013023	REIMBURSE REGISTRATION	01/30/2023	499.00	.00	
Total 4275:					499.00	.00	
4717	KELLAMS, GARRETT	021723	TRAVEL EXPENSES	02/17/2023	719.33	.00	
Total 4717:					719.33	.00	
2485	KENWORTH SALES COMPANY	004P11996	DUOBEAM	02/14/2023	1,346.88	.00	
Total 2485:					1,346.88	.00	
7198	KING, SARA	021723	REFUND DEPOSIT	02/17/2023	767.00	.00	
Total 7198:					767.00	.00	
7029	KRUEGER, ERICA JADE	022823	TASK FORCE	02/28/2023	450.00	.00	
Total 7029:					450.00	.00	
5729	LENOVO (UNITED STATES) INC.	6463531671	THINK PADS	02/15/2023	2,040.13	.00	
Total 5729:					2,040.13	.00	
5691	LEPCO	51520	SERVICE CALL	02/16/2023	5,951.41	.00	
Total 5691:					5,951.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7201	LOPEZ, CHRYSTAL	030123	TRAVEL EXPENSES	03/01/2023	221.25	.00	
Total 7201:					221.25	.00	
5344	MEXIA, DOMINGO	155	COURT INTERPRETING	02/21/2023	240.00	.00	
5344	MEXIA, DOMINGO	156	COURT INTERPRETING	02/21/2023	160.00	.00	
5344	MEXIA, DOMINGO	157	COURT INTERPRETING	02/21/2023	240.00	.00	
Total 5344:					640.00	.00	
257	NAPA AUTO PARTS INC.	121480B	STARTER	02/08/2023	237.00	237.00	02/17/2023
257	NAPA AUTO PARTS INC.	121719	TAPE	02/09/2023	24.17	.00	
257	NAPA AUTO PARTS INC.	121755	CREDIT	02/09/2023	22.00-	.00	
257	NAPA AUTO PARTS INC.	122820	FILTERS	02/15/2023	73.28	.00	
257	NAPA AUTO PARTS INC.	122821	FILTERS	02/15/2023	32.00	.00	
257	NAPA AUTO PARTS INC.	122983	SOCKETS	02/16/2023	8.58	.00	
257	NAPA AUTO PARTS INC.	123384	SOCKETS	02/18/2023	34.18	.00	
Total 257:					387.21	237.00	
187	NELSON ENGINEERING	60718	097 VINE STREET IMPROVEME	01/31/2023	219.69	.00	
187	NELSON ENGINEERING	60718	097 VINE STREET IMPROVEME	01/31/2023	439.38	.00	
187	NELSON ENGINEERING	60718	097 VINE STREET IMPROVEME	01/31/2023	219.68	.00	
187	NELSON ENGINEERING	60783	020 VINE STREET IMPROVEME	01/31/2023	488.50	.00	
187	NELSON ENGINEERING	60783	020 VINE STREET IMPROVEME	01/31/2023	244.25	.00	
187	NELSON ENGINEERING	60783	020 VINE STREET IMPROVEME	01/31/2023	244.25	.00	
Total 187:					1,855.75	.00	
6213	New West Building Company Inc.	123022	release bond B22-1161 650 S Gle	12/30/2022	1,500.00	1,500.00	02/27/2023
Total 6213:					1,500.00	1,500.00	
7035	NOLAND, STACY	022823	TASK FORCE	02/28/2023	450.00	.00	
Total 7035:					450.00	.00	
3919	OMNI SECURITY SYSTEMS INC	22-1969	YEALRLY MONITORING	01/01/2023	242.00	.00	
Total 3919:					242.00	.00	
513	ON SIGHT LAND SURVEYORS I	021523	P22-292 SURVEYORS REVIEW	02/15/2023	300.00	.00	
Total 513:					300.00	.00	
5026	PELLETIER, CARL	021423	FOOD FOR LEADERSHIP MEETI	02/14/2023	245.10	.00	
5026	PELLETIER, CARL	021623	REIMBURSE FOR FOOD	02/16/2023	175.54	.00	
Total 5026:					420.64	.00	
6068	POWER ENGINEERING CO, INC	0251966-IN	PECO	02/13/2023	202.00	.00	
Total 6068:					202.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775421204	CREDIT	02/22/2023	16.63-	.00	
Total 6483:					16.63-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6613	QUADIENT FINANCE USA, INV	790004408054	POSTAGE	01/30/2023	1,230.84	.00	
Total 6613:					1,230.84	.00	
7066	R & A SAFETY LLC	41271	RANDOM	01/05/2023	200.00	.00	
7066	R & A SAFETY LLC	41295	PRE EMPLOY	01/09/2023	90.50	.00	
7066	R & A SAFETY LLC	41333	PRE EMPLOY	01/12/2023	90.50	.00	
7066	R & A SAFETY LLC	41352	PRE EMPLOY	01/12/2023	90.50	.00	
7066	R & A SAFETY LLC	41373	PRE EMPLOY	01/17/2023	90.50	.00	
7066	R & A SAFETY LLC	41379	RANDOM	01/18/2023	115.50	.00	
7066	R & A SAFETY LLC	41399	PRE EMPLOY	01/20/2023	90.50	.00	
7066	R & A SAFETY LLC	41428	DOT RANDOM	01/24/2023	115.50	.00	
7066	R & A SAFETY LLC	41462	DOT RANDOM	01/28/2023	90.50	.00	
Total 7066:					974.00	.00	
7200	ROOKS, JAMES	020223	TRAVEL TO CHEYENNE	02/02/2023	765.00	.00	
Total 7200:					765.00	.00	
2850	RT1 INC	021523	SHIPPING CHARGES	02/15/2023	124.72	.00	
Total 2850:					124.72	.00	
6889	SAFELITE FULFILLMENT INC	05008-003343	WINDSHIELDS	02/13/2023	525.01	.00	
6889	SAFELITE FULFILLMENT INC	05008-003378	RAIN SENSOR	02/20/2023	393.48	.00	
Total 6889:					918.49	.00	
7032	SANCHEZ-MACHUCA, ROSA	022823	TASK FORCE	02/28/2023	450.00	.00	
Total 7032:					450.00	.00	
6424	SCHECHTER, JONATHAN	013023	REIMBURSE REGISTRATION	01/30/2023	499.00	.00	
Total 6424:					499.00	.00	
5938	SINGH, JOHN	021023	DOT PHYSICAL	02/10/2023	155.00	.00	
Total 5938:					155.00	.00	
7106	SMITH PSYCHOLOGICAL SERVI	3971	EVALUATION	10/18/2022	400.00	.00	
Total 7106:					400.00	.00	
4699	SNAKE RIVER ROASTING	61853	COFFEE	02/08/2023	163.35	.00	
4699	SNAKE RIVER ROASTING	61951	coffee	02/15/2023	113.90	.00	
Total 4699:					277.25	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334605258	ANIMAL CARE	02/13/2023	69.12	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334605445	ANIMAL CARE	02/16/2023	21.60	.00	
Total 1505:					90.72	.00	
6871	STANDARD INSURANCE COMP	020123	voluntary life	02/01/2023	1,029.80	1,029.80	02/17/2023
6871	STANDARD INSURANCE COMP	020123	voluntary policies	02/01/2023	2,836.49	2,836.49	02/17/2023
6871	STANDARD INSURANCE COMP	020123	std, ltd and life	02/01/2023	4,736.08	4,736.08	02/17/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6871:					8,602.37	8,602.37	
2327	TETON COUNTY SHERIFF-DISP	020723	JULY- SEPT DISPATCH	02/07/2023	89,882.31	.00	
Total 2327:					89,882.31	.00	
268	TETON MOTORS INC	5103222	CREDIT	08/03/2022	460.26-	.00	
268	TETON MOTORS INC	5104823	RETAINER	12/30/2022	40.94	.00	
Total 268:					419.32-	.00	
6692	The Lodge @ Jackson Hole	11169	MEETING ROOM RENTAL	02/16/2023	78.08	.00	
Total 6692:					78.08	.00	
70	THYSSEN KRUPP ELEVATOR C	US147615	Vertical Harvest - yearly service c	01/01/2023	3,170.75	.00	
Total 70:					3,170.75	.00	
6363	TMSC LLC	2021-006-4Z	START SNOWMELT	02/27/2023	1,200.00	.00	
6363	TMSC LLC	2023-005-2	FACILITIES MAINTENANCE	02/27/2023	1,560.00	.00	
6363	TMSC LLC	2023-005-2B	SKEC	02/27/2023	1,164.00	.00	
6363	TMSC LLC	2023-005-2C	155 E PERAL	02/27/2023	1,586.00	.00	
Total 6363:					5,510.00	.00	
5038	TREFONAS LAW, P.C.	022223	PUBLIC DEFENDER SERVICES	02/22/2023	658.12	.00	
Total 5038:					658.12	.00	
777	UPPER CASE PRINTING INK	97	START NOTICES	01/31/2023	898.50	.00	
Total 777:					898.50	.00	
3979	UTAH SAFETY COUNCIL	36000	member ship renewal	02/06/2023	250.00	.00	
Total 3979:					250.00	.00	
1949	VERIZON WIRELESS	9926691903	MONTHLY SERVICES	02/01/2023	11,683.91	.00	
Total 1949:					11,683.91	.00	
5022	VISION SERVICE PLAN - (WY)	020123	MARCH PREMIUM	02/01/2023	1,702.97	1,702.97	02/17/2023
Total 5022:					1,702.97	1,702.97	
4848	WAMCO LAB, INC.	14729	EFFLUENT	02/14/2023	650.00	.00	
Total 4848:					650.00	.00	
6226	WEST COAST CODE CONSULT	UT22-579-009	PLAN REVIEW SERVICES	12/02/2022	170.00	.00	
6226	WEST COAST CODE CONSULT	UT23-579-001	PLAN REVIEW SERVICES	02/09/2023	4,535.00	.00	
Total 6226:					4,705.00	.00	
563	WESTBANK SANITATION	4171551T022	WWTP trash	02/01/2023	1,011.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 563:					1,011.14	.00	
6788	WESTERN CHARTERS AND TO	10089	MONTHLY SERVICE JANUARY	02/02/2023	56,525.00	.00	
6788	WESTERN CHARTERS AND TO	10090	MONTHLY SERVICE JANUARY	02/02/2023	114,700.00	.00	
Total 6788:					171,225.00	.00	
1640	WESTERN STATE	IN002300299	SEtscrew	02/13/2023	190.08	.00	
1640	WESTERN STATE	IN002304393	TUBE ASSEMBLY	02/16/2023	425.89	.00	
1640	WESTERN STATE	IN002305682	PARTS	02/17/2023	1,606.28	.00	
1640	WESTERN STATE	IN002306064	FAULT CODE	02/20/2023	673.40	.00	
Total 1640:					2,895.65	.00	
472	WHITE GLOVE CLEANING, INC.	8668	SHELTER CLEANING	01/31/2023	2,392.49	.00	
Total 472:					2,392.49	.00	
6704	WSP USA ENVIRONMENT & INF	S67131743	STORMWATER MGMT PHASE 2	02/16/2023	2,660.50	.00	
Total 6704:					2,660.50	.00	
3619	WY CHILD SUPPORT ENFORCE	022323	case #209790	02/23/2023	146.76	146.76	02/23/2023
Total 3619:					146.76	146.76	
1764	WYOMING.COM INC	022223	DOMAIN HOSTING	02/22/2023	5.00	.00	
Total 1764:					5.00	.00	
5539	Y2 CONSULTANTS, LLC	19431	20216 CVL PEARL/WILLOW TO	09/23/2022	6,923.12	.00	
5539	Y2 CONSULTANTS, LLC	19832	20216 SRV ADDS TOJ EVANS	02/10/2023	2,975.00	.00	
Total 5539:					9,898.12	.00	
2842	YELLOW IRON EXCAVATION, LL	80006	TRASH REMOVAL @ START	01/31/2023	1,040.00	.00	
Total 2842:					1,040.00	.00	
Grand Totals:					2,157,903.65	72,236.18	

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:	March 6, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-023: TEMPORARY SIGN PERMIT JHTR Annual Tack Swap	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.

Jackson Hole Therapeutic Riding has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Annual Tack Swap (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - March 12, 2023 – March 18, 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 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:
 - March 12, 2023 – March 18, 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 (P23-023) for Jackson Hole Therapeutic Riding including the three conditions of approval recommended by the Planning Director in this staff report dated March 6, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: 12' x 6'

Material: Vinyl

Note: Date change will reflect "March 18th" instead of March 19th below

TACK SWAP

SATURDAY, MARCH 19 • 8:30AM – 1PM

Teton County Fairgrounds Exhibit Hall • 350 W SNOW KING AVE



JACKSON HOLE
THERAPEUTIC
RIDING

EARLY BIRD: \$10 • GENERAL ADMISSION: FREE



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: JHTR Tack Swap Physical Address of Event: 5655 Main St, Wilson, WY
Description of Event: Tack Swap benefitting Jackson Hole Therapeutic Riding
Grand Opening ☐ Yes ☐ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Mara Kingscott Phone: (313)-806-0615
PO Box 415 Teton Village ZIP: 83025
E-mail: volunteer@jhtr.org Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>March 12th to March 18th</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please 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.

Mara Kingscott
Signature of Authorized Event Applicant
Mara Kingscott
Applicant Name Printed

1/15/2023
Date
Volunteer Coordinator
Title

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Rendezvous Spring Festival	Public Comment	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting use of Town property, the closure and restricted use of Town streets, temporary parking restrictions, and temporary relief from Town ordinances.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by the G7 Entertainment Marketing and the Jackson Hole Travel and Tourism Board to host the Rendezvous Spring Festival concert on the Town Square on Friday, March 31, 2023.

Recommendations.

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

Background.

In 2015 the first Rendezvous Spring Festival concert on the Town Square was held. The event has been held annually with the exception of 2020 and 2021 due to the COVID pandemic. This free concert on the Town Square is being produced by G7 Entertainment Marketing and is supported by the Jackson Hole Travel and Tourism Board. The Doug Coombs Foundation is the nonprofit partner of the 2023 Rendezvous Spring Festival. Historically the Festival consists of 2 free concerts: a Friday night concert on the Town Square and a Saturday night concert at Teton Village. It is anticipated that up to 3,500 spectators will be on hand for this event on the Town Square. The event will open to the public at 5:00 p.m. The event will conclude by 10:00 p.m.

The only significant change for 2023 will involve a 'walk in' concert with the artists of the opening band gathering at an off-site location and proceeding by foot to the venue's stage while playing their instruments. The Jackson Police Department have been asked to assist with a rolling closure of the route that the band chooses. Currently the production company is investigating a route originating at the Home Ranch Lot and walking south on Center Street to arrive at the stage. The production company is also investigating a route originating at the Home Ranch Lot and proceeding north on Cache to the entrance to the venue.

The applicant requests the following from the Town in association with the event:

1. Closure East Broadway from Cache to King Street and Center Street from Deloney to East Broadway from Friday, March 31, 2023 at 5:00 A.M. until Saturday, April 1, 2023 at 7:00 A.M. These streets would be closed to vehicle and pedestrian traffic during this time. Pedestrians would not be allowed access to these streets; however, the following walkways will remain open:
 - a. The boardwalk on the south side of E. Broadway
 - b. The sidewalk on the north side of E. Broadway (from King Street to Center Street)
 - c. The sidewalk on the east side of Center Street
2. Permission from Town Council for amplified sound associated with the Rendezvous Spring Festival concert.
3. Permission to use Town barricades and road signs.
4. Access to electricity in Town Square if necessary.
5. Catering permit on Friday, March 31, 2023 from 5:00 P.M. to 9:30 P.M. for alcohol sales on Broadway Avenue (between Cache and Center) and Center Street (between Broadway and Deloney)
6. Relief from Town ordinances as follows: Applicant requests the issuance of a catering permit for Broadway

Avenue (between Cache and Center) Center Street (between Broadway and Deloney) on Friday, April 1, 2022. Beer, wine and spirits will be served in the roped off area of Center and Broadway as indicated in the site map. Municipal Code 6.40.050 prohibits open containers and the consumption of alcohol on any street, sidewalk or curb or any other public property. Alcohol will not be permitted in the George Washington Memorial Park.

7. Permission for approval of an Exposition application.
8. Permission to display temporary signs to aid in pedestrian flow around the Town Square per the Perimeter Signage Plan contained in this application.
9. Permission to display several on-site promotional banners, signs, inflatables and displays on the day of the event.
10. Permission to utilize a rolling street closure, escorted by the Jackson Police Department, for a walking concert route for musical talent to access the special event venue. The route would be coordinated by Town staff and approved by the Jackson Police Department.

Analysis.

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

Possible Alternatives.

No alternatives have been listed by the applicant.

Town Council 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 has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

Direct income includes income from the Exposition Business License (\$123), a catering permit (\$20) and a special event permit (\$27). The Police Department incurs a fiscal impact of approximately \$3,200 associated with enforcing parking and patrolling the event. The event organizers have indicated that they would be willing to pay staffing expenses incurred by the Police Department.

Staff Impact.

- Processing catering permits and exposition permits (approximately 30 minutes),
- Securing town equipment from Public Works (approximately 30 minutes),
- Departmental review of application (approximately 3 hours of total staff time),
- Pre-event meetings with the applicant (approximately 4 hours of total staff time),
- Preparation of staff report (approximately 2 hours),
- Follow-up actions (approximately 2 hours),

- On duty Police Officers for possible towing of cars and being a general presence at the event (approximately 15 hours).
- Public Works staff delivering and removing jersey barriers (approximately 3 hours)
- Parks and Recreation providing access to electricity (approximately 30 minutes)

In total approximately 30.5 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

Staff recommends the approval of the special event permit application subject to the following conditions and restrictions:

1. The applicant shall clean up immediately after the event and shall be responsible for the removal of all refuse and recycled material generated by the event.
2. All town ordinances, including noise 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.
3. The applicant shall advise and instruct all participants on the conditions, restrictions, prohibitions and responsibilities imposed on this event and assist in their enforcement.
4. The applicant shall conduct all activities in a responsible, professional and timely manner.
5. The applicant shall notify, in advance, all business affected by the street closures and shall provide advance community radio and/or newspaper announcements regarding the event, the street closures, and the promotion of free parking in area public parking lots.
6. The applicant shall not block the store fronts of businesses with service vehicles or trailers for longer than one hour.
7. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required 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.
8. The applicant shall obtain an Exposition License for the Town of Jackson covering the day of the event. Social security numbers for all vendors shall be provided to the Finance Department at least 10 days prior to the event.
9. 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] e. Acquire and keep on file names, addresses and phone numbers of all participants.
10. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
11. The applicant shall apply and pay for a 24 alcohol permit prior to the Rendezvous Spring Festival.
12. 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. An ID bracelet system shall be utilized and all ID's checked.
13. Only 20oz or smaller plastic cups (or other 20oz cups pre-approved by the Town) are to be used for beer sales.
14. No more than two beers will be sold to any one person at one time.
15. The applicant shall report any incidents of underage drinking or potential over consumption of alcohol to the Police.
16. The applicant will post *no alcohol consumption beyond this point* signs at exit points which will be staffed by personnel to monitor participants ensuring that open alcohol does not leave the approved area.
17. 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.

18. 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)
19. 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).
20. 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)
21. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
22. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
23. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
24. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7).
25. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
26. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
27. 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).
28. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
29. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.
30. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
31. The applicant shall coordinate the use of electricity with the Parks Manager at least three (3) business days prior to the event.
32. No exhibits, tables, chairs, or other equipment shall be placed on walkways as to obstruct pedestrian traffic.
33. Attaching signage of any kind to the antler arches or town square fences is prohibited.
34. Any power cords that cross walkways shall be taped and secured as to avoid a tripping hazard.
35. Light post banners shall be coordinated through the Chamber of Commerce and the Town of Jackson Public Works Department.
36. The applicant must receive permission from the Town Council to display signs within the Town of Jackson before or during their event.
37. The applicant shall be responsible for the production, posting and removal of the no parking signage. The applicant will work with the Jackson Hole Police Department who will be responsible for removal or towing vehicles parked in designated no parking spaces.
38. 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 the event.

39. The promoter shall pay for all police services at least five business days prior to the event to prevent the department from incurring a significant overtime expense should the event be rescheduled or cancelled. Payment is non-refundable if concert is cancelled within five days of the event.
40. Barricades and Road Closed signs are available from the Public Works Department. The applicant shall coordinate all barricade and signage needs with the Public Works Department at least three (3) business days prior to the event.
41. Any additional conditions as directed by the Town Council.

Attachments or Links.

Special Event Application
Event Layout Map
Letter to Area Businesses
Requests of Equipment and Services
Concert Schedule
Perimeter Signage Plan
Insurance
Catering Permit
Sustainable Event Plan
Waste Management Plan

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

I move to approve the application made by G7 Entertainment Marketing and the Travel and Tourism Board for the Rendezvous Spring Festival on the Town Square on Friday, March 31, 2023, subject to the conditions listed in the staff report.



JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

MARCH 31, 2023

JACKSON TOWN SQUARE CONCERT

REQUEST FOR TOWN OF JACKSON EQUIPMENT AND SERVICES

SUBJECT TO CHANGE, ADDITIONAL NEEDS TBD

POLICE DEPARTMENT - Coordinate minimum of 7 days prior to event

- Coordination of road closures for event
- Assistance with towing vehicles parked in No Parking areas
- Onsite support and presence of four (8) officers to coordinate with security director and contractors to monitor the crowd and address safety concerns

PUBLIC WORKS - Coordinate minimum 3 days prior to event

- Use and placement of approximately 8 concrete jersey barriers and (if possible) Public Works vehicles with the purpose of deterring vehicle-borne threats
- Support as needed with snow removal, ice pack cutting, sanding, etc.
- Support as needed with street sweeping
- Advisement on street closure and rental equipment needs
- Assistance with ground stake located at corner of Broadway/Center and advisement to ensure street light closest to the stage is OFF from 5:00-10:00pm on March 31, 2023

PARKS AND RECREATION DEPARTMENT - Coordinate minimum of 3 days prior to event

- Use of electricity in Town Square park and availability of at least one Parks contact throughout the day in case technical support is needed
- Unlocking of power hookups by late afternoon on March 30 if possible



JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

MARCH 31, 2023

JACKSON TOWN SQUARE

CONCERT SCHEDULE

5:00 p.m.	Event doors
5:15-6:30 p.m.	Preservation Hall Jazz Band
6:45-8:00 p.m.	ZZ Ward
8:30-10:00 p.m.	The Revivalists
10:00 p.m.	Event concludes

LEGEND

- EXISTING TREE/PLANTER
- PROPERTY BOUNDARY
- EXISTING FENCE
- EXISTING CURB & GUTTER
- EXISTING CROSSWALK
- PROPOSED CRASH BARRICADE
- PROPOSED BIKER BACK SECTIONS
- PROPOSED 10' FENCE SECTIONS
- PROPOSED AMBULANCE LOCATION
- PROPOSED POLICE LOCATION
- PROPOSED FIRE TRUCK LOCATION
- PROPOSED Cable Blimps
- PROPOSED Blow Mover
- PROPOSED Umbrella Heater
- PROPOSED TENT STRUCTURE
- FOOD VENDORS
- ALCOHOL VENDORS
- ATM
- HAND WASHING STATION
- STAGE ON AMPLIFIED SOUND
- SPONSOR ACTIVATIONS
- GAMMAGE RECEPTACLES
- SECURITY
- Palms Officer
- First Aid
- First Aid EMS
- ELECTRICAL GENERATORS
- TRAILER/VEHICLES STORAGE

G7 ENTERTAINMENT MARKETING

Event Name: **Rendezvous 2023**

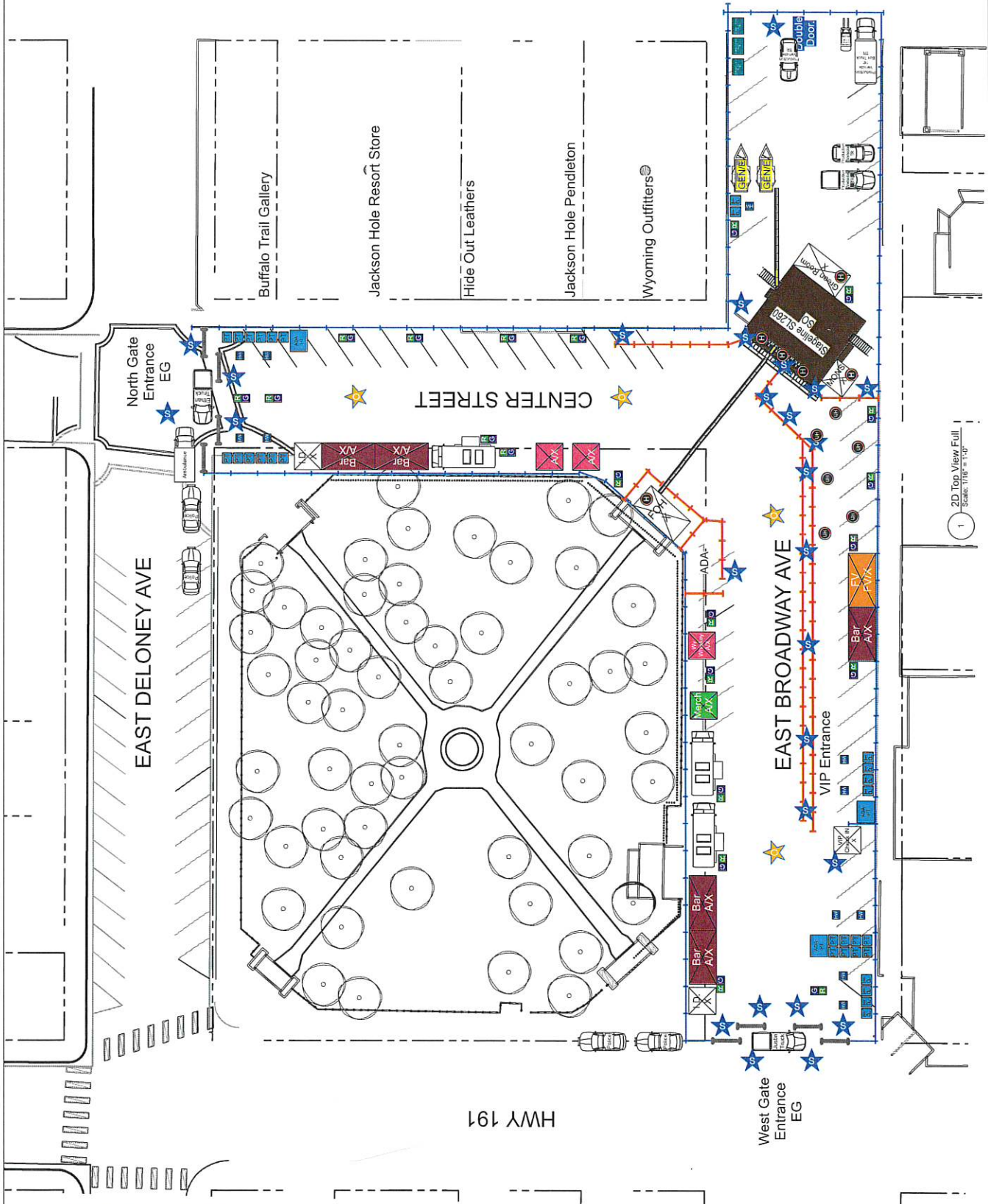
Event Date: **March 31, 2023**

Vendor Address: **10 E Broadway Ave
Jackson, WY 83001**

Drawn By: **Ethan Johnson**

Drawing Version: **V7**

Sheet Number: **1 OF 7**



LEGEND

- EXISTING TREE/PLANTER
- PROPERTY BOUNDARY
- EXISTING CURB & GUTTER
- EXISTING CROSSWALK
- PROPOSED CRASH BARRICADE
- PROPOSED BIKE TRACK SECTIONS
- PROPOSED 11' FENCE SECTIONS
- PROPOSED AMBULANCE LOCATION
- PROPOSED POLICE LOCATION
- PROPOSED FIRE TRUCK LOCATION
- PROPOSED Cable Stamps
- PROPOSED Blue Heater
- PROPOSED Universal Heater
- PROPOSED TENT STRUCTURE
- FOOD VENDORS
- ALCOHOL VENDORS
- PORTABLE TOILETS
- STAGE ON AMPLIFIED SOUND
- SPRINKLER ACTIVATIONS
- GARBAGE RECEPTACLES
- SECURITY
- PAID OFFICER
- FIRE ALARM
- EMERGENCY EXIT
- ELECTRICAL GENERATORS
- TRAILER/VEHICLES STORAGE

HWY 191

EAST DELONEY AVE

North Gate Entrance EG

CENTER STREET

Buffalo Trail Gallery

Jackson Hole Resort Store

Hide Out Leathers

Jackson Hole Pendleton

Wyoming Outfitters

EAST BROADWAY AVE

West Gate Entrance EG

VIP Entrance

Double Door

1 Tenting Needs Scale: 1/16" = 1'-0"

Tent Totals:

- 7

- 8

G7 ENTERTAINMENT MARKETING

Event Name: Rendezvous 2023

Event Date: March 31, 2023

Venue Address: 10 E Broadway AVE Jackson, WY 83001

Drawn By: Ethan Johnson

Drawing Version: V7

Sheet Number: 2 OF 7



Heater Needs:



Event Name: _____

Rendevous 2023

Event Date: _____

March 31, 2023

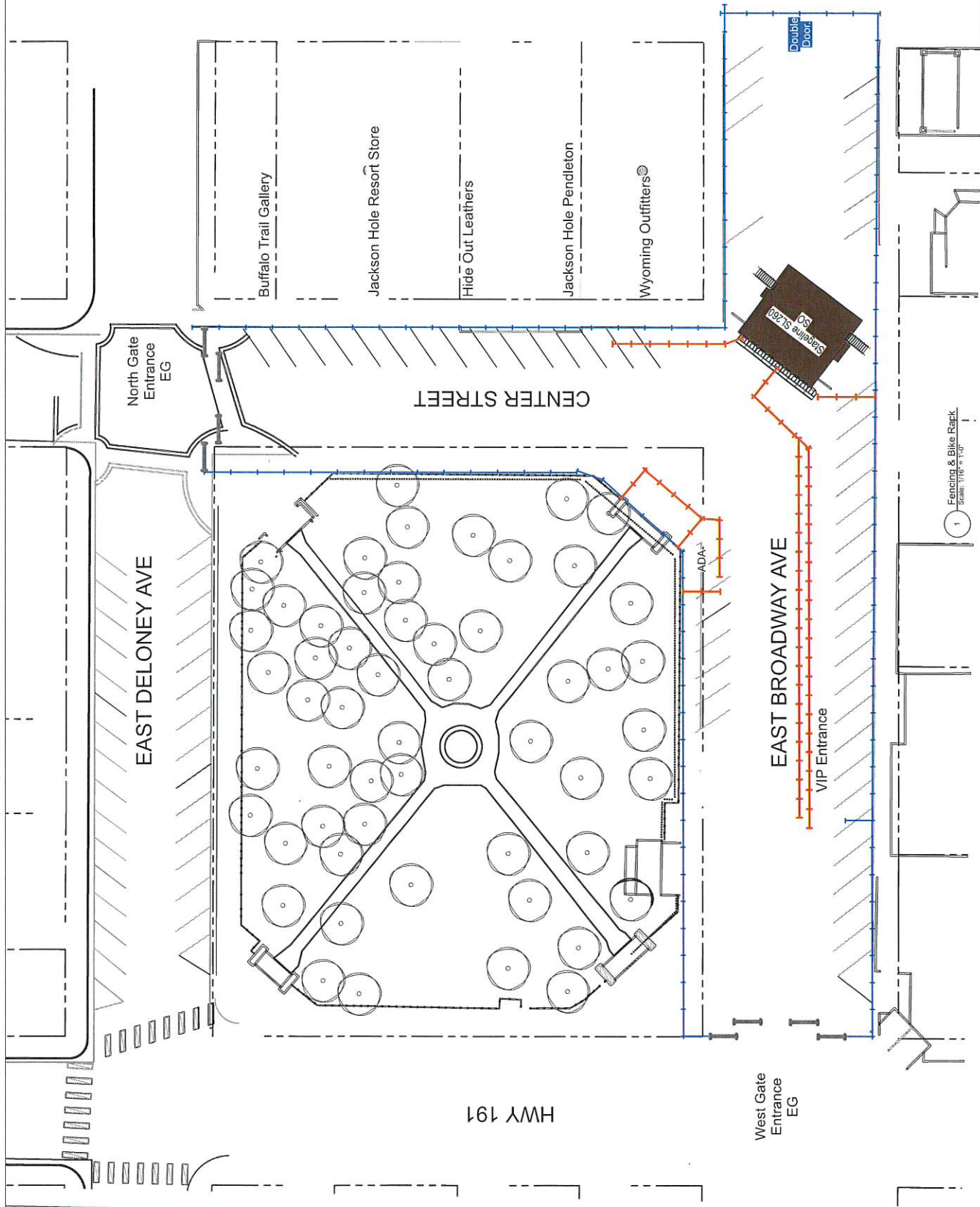
venue Address:

10 E Broadway
AVE
Jackson, WY
83001

Drawn By: _____

Ethan Johnson

Standard Version:



Needs:

 - 116
 - 70
 - 8
 - 10



Event Name:	Rendezvous 2023
Event Date:	March 31, 2023
Attendee Address:	10 E Broadway 4th Fl Jackson, WY 83001
Drawn By:	Ethan Johnson
Training Series:	V7
Print Number:	4 OF 7

LEGEND

- EXISTING TREE/PLANTER
- PROPERTY BOUNDARY
- EXISTING CURB & GUTTER
- EXISTING CROSSWALK
- PROPOSED CRASH BARRICADE
- PROPOSED BIKER BACK SECTIONS
- PROPOSED 10' FENCE SECTIONS
- PROPOSED AMBULANCE LOCATION
- PROPOSED POLICE LOCATION
- PROPOSED FIRE TRUCK LOCATION
- PROPOSED Cable Stays
- PROPOSED Blue Heater
- PROPOSED Universal Header
- PROPOSED TENT STRUCTURE
- FOOD VENDORS
- ALCOHOL VENDORS
- PORTABLE TOILETS
- STAGE ON AMPHIBIOUS SOUND
- SPONSOR ACTIVATIONS
- CARBAMIDE RECEPTACLES
- SECURITY
- POLICE OFFICER
- FIRE LADDER
- WATER TANKS
- ELECTRICAL GENERATORS
- TRAILER/VEHICLES STORAGE

Bathroom & Trash

Totals:

- 21
- 21
- 11
- 30
- 3
- 2

G7 ENTERTAINMENT MARKETING

Event Name: Rendezvous 2023

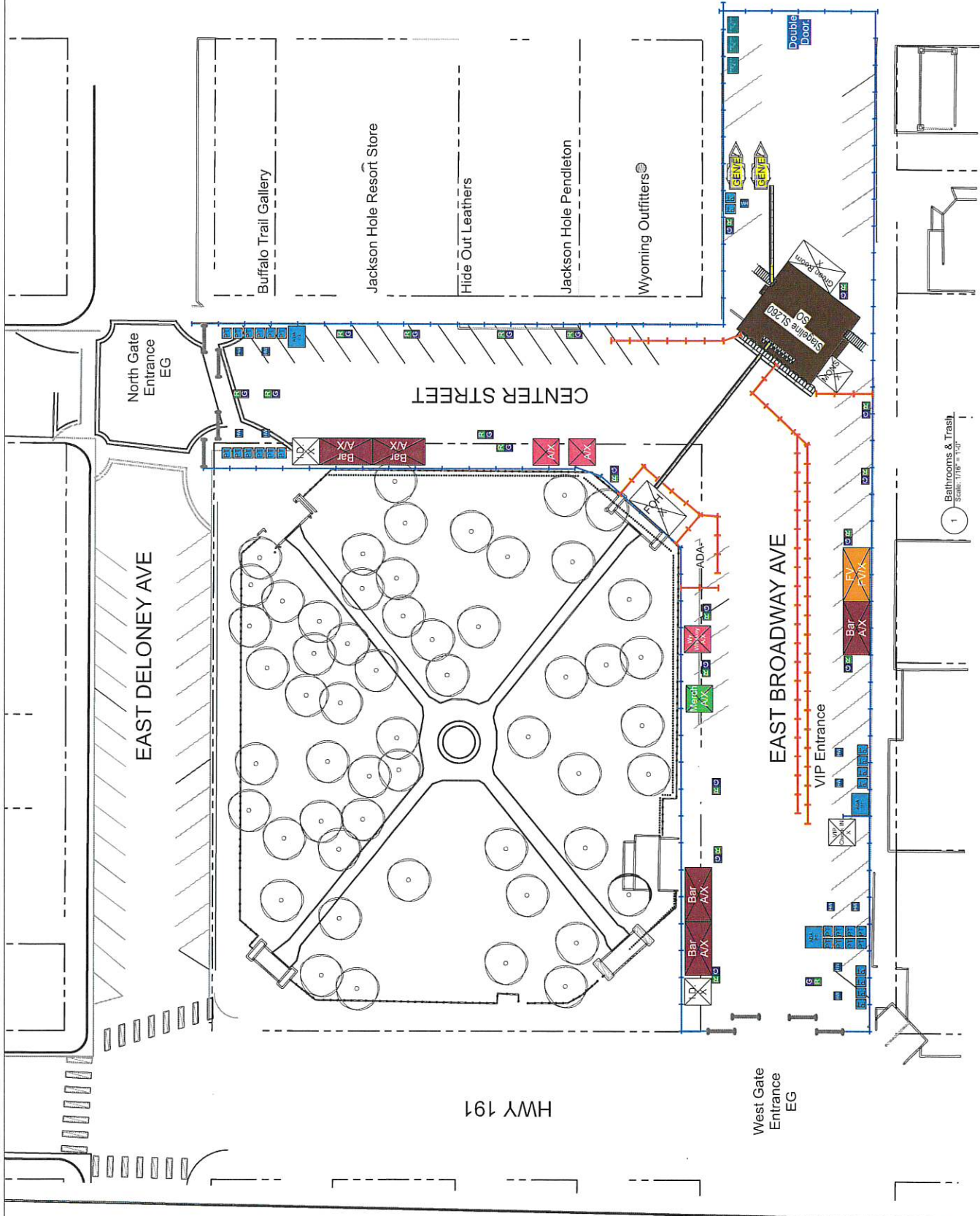
Event Date: March 31, 2023

Venue Address: 10 E Broadway Ave, Jackson, WY 83001

Drawn By: Ethan Johnson

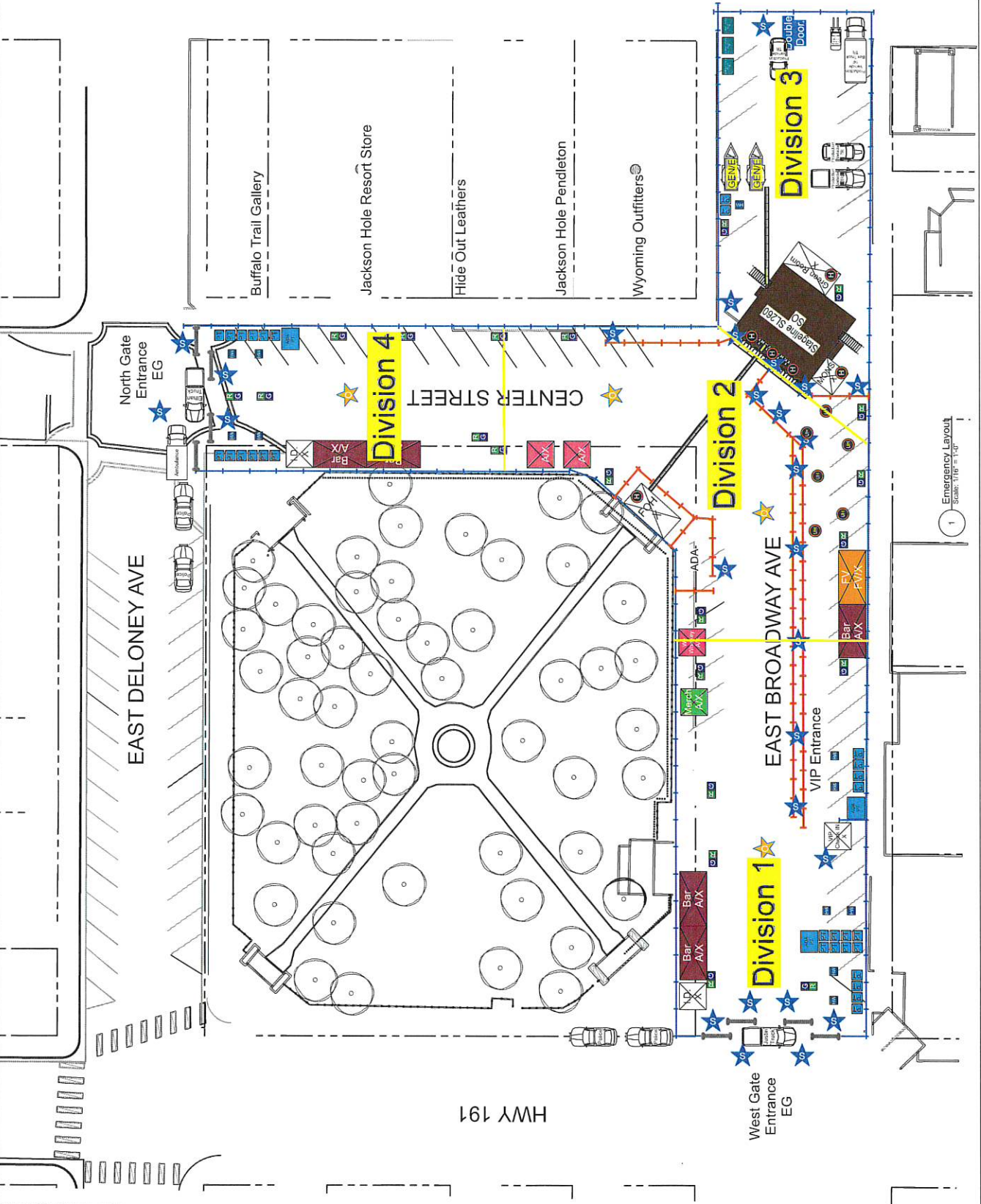
Drawing Method: V7

Sheet Number: 5 OF 7



LEGEND

- EXISTING TREE/PLANTER
- PROPERTY BOUNDARY
- EXISTING CURB & GUTTER
- EXISTING CROSSWALK
- PROPOSED CRASH BARRICADE
- PROPOSED FENCE SECTIONS
- PROPOSED FENCE SECTIONS
- PROPOSED AMBULANCE LOCATION
- PROPOSED POLICE LOCATION
- PROPOSED FIRE TRUCK LOCATION
- PROPOSED Cable Ramp
- PROPOSED Blue Heater
- PROPOSED Umbrella Heater
- PROPOSED TENT STRUCTURE
- FOOD VENDORS
- ALCOHOL VENDORS
- PORTABLE TOILETS
- STAGE OR AMPIFIED SOUND
- SPONSOR ACTIVATIONS
- CARWASH RECEIPT/PLACES
- SECURITY RECEIPT/PLACES
- SECURITY OFFICER
- FIRE LANE
- EMERGENCY EXIT
- ELECTRICAL GENERATORS
- TRAILER/VEHICLES STORAGE



G7 ENTERTAINMENT MARKETING

Event Name: Rendezvous 2023

Event Date: March 31, 2023

Vendor Address: 10 E Broadway Ave, Jackson, WY 83001

Drawn By: Ethan Johnson

Drawn Date: V7

Sheet Number: 7 OF 7



JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

MARCH 31, 2023

JACKSON TOWN SQUARE

WASTE MANAGEMENT PLAN

Equipment:

4 dumpsters

40 trash receptacles

40 recycling receptacles

4-6 pour-out barrels for exits

Pre-event | 6:00am-4:00 pm

Contracted waste removal vendor will drop off dumpsters in designated location. Event staff will assemble and place paired trash and recycling containers with heavy-duty liners throughout the event footprint and in key adjacent areas.

During event | 5:00-10:00 pm

G7 Entertainment Marketing and event staff and management will place a high priority on keeping the event venue and surrounding area as clean as possible during the concert.

Paired trash and recycling containers with heavy duty can liners will be placed in high-volume areas throughout the event footprint and in adjacent portions of the George Washington Memorial Park in the Town Square to provide easy opportunities for guests to dispose of litter and recycle. Ample trash, recycling, and pour-out containers will be placed at exits.

G7 will dedicate staff to maintain trash and recycling containers to the best of their ability while the event is ongoing, working especially to avoid overflows and safety hazards while guests are present.

Post event | 10:00pm to 7:00 am next day

Event staff will thoroughly scan the streets, parking areas, sidewalks, and boardwalks for any trash left from the event, and work closely with operational staff to ensure all waste is properly disposed of. Street sweeping requested.

G7 will work with a contracted waste management vendor to haul away all event trash at the conclusion of strike/cleanup.

JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

MARCH 31 / APRIL 1, 2023

JACKSON TOWN SQUARE / TETON VILLAGE

SUSTAINABLE EVENT PLAN

Lead-up to Festival

- G7 and Event Organizers have contracted with event sustainability experts at Clean Vibes to generate sustainability plan and protocol for the 2023 Rendezvous Festival
- G7 and Event Organizers will coordinate meeting with Teton County Waste Diversion Outreach Coordinator and event waste/sustainability contractors for advice/input on sustainable event planning and waste management.
- Teton County's [Zero Waste Green Event Resource Guide](#) being consulted for sustainable elements in the Festival planning.
- G7 and Event Organizers will work with local agencies and stakeholders to incorporate sustainable event practices such as working with local businesses whenever possible, encouraging sponsor activations to operate as waste-free as possible, and seeking out local composting and recycling support.

During the Festival

- Concertgoers will be encouraged to take public transportation or carpool to the event.
- Announcements during the concerts will encourage guests to properly recycle and reduce waste whenever possible.
- Food vendors will be STRONGLY encouraged to use compostable, plant-based, or recyclable materials in lieu of styrofoam/plastic.
- All waste receptacles will be paired with a recycling receptacle and clear signage displaying what to recycle.

Post-event

- Proper cleanup and removal of waste and recycling will be of the highest priority.
- If applicable, food scraps from vendors will be composted.
- Debrief with event organizers and local stakeholders to determine ways to increase sustainability practices in future years.

Ongoing: *G7 and Event Organizers will continue to prioritize sustainability and waste reduction throughout the Jackson Hole Rendezvous Spring Festival planning process. This plan is subject to change or additional elements that may be added between now and the event date.*

Business

Accentuate
Altitude
Amaran
Astoria Fine Art
Backcountry Delicatessen
Baker-Ewing Whitewater
Beauty Mark
Beaver Creek Hat & Leather Company
Bella Fine Goods
Belle Cose
Boyer's Indian Arts & Crafts
C&C HomeServices
Cafe Genevieve
Compass Jackson Hole
Cowboy Coffee Co
Cultivate Cafe
DanShelley Jewelers
Diehl Gallery
Encounter Hat Co
First Interstate Bank
Five & Dime General Store
Gallery Wild
Gather
Haagen-Dazs
Habits
Hand Fire Pizza
Harland Brothers Real Estate
Healthy Being
Heather James Fine Art
Hide out Leathers
Hines Goldsmiths
Horizon Fine Art
Jackson Drug and Original Soda Fountain
Jackson Hole Chamber of Commerce
Jackson Hole Jewelry
Jackson Hole Old Time Photos
Jackson Hole Pendleton
Jackson Hole Report
Jackson Hole Roasters
Jackson Hole Taxi
Jackson Hole Toy Store
Jackson Mercantile
JC Jewelers
JD High Country Outfitters
JHMR Store
Judge Roy Bean's Old Time Photos & Weddings
Kampai JH
Kismet Rug Gallery
Koi Sushi & Poke
Lee's Tees
Local Restaurant and Bar
Lucky You

Business

MADE

Maison Studio

MANGELSEN - Images of Nature Gallery

Meehan Formulations

Million Dollar Cowboy Bar

Moo's Gourmet Ice Cream

Mountain Trails Gallery

Moutilton Barns Home

Native JH

Nelson Engineering

New West Knifeworks, New West Fine Art

Onyx and Antler

Overland

Pearls By Shari

Penny Lane

Persephone Bakery

Pinky G's Pizza

Quent Cordair Fine Art

Raindance Traders

RARE Gallery

Ringholz Studios/ Dusk

Roadhouse Pub & Eatery

Russell Mace Vacation Homes

Scandia Home

Shades of Jackson Hole

Shari Brownfield Fine Art

Shirt off My Back

Silver Dollar Bar & Grill

Sitka Fur Gallery

Skinny Skis

Snake River Angler

Snake River Grill

Snake River Interiors

Soluna Café

Sotheby's International Realty

Spirits & Spice

Staples

Stio

Swarovski

Suda Izakaya, Pearl St Market

Tayloe Piggott Gallery

Teri Moy Studio

Teton Mountaineering

Teton Toys

Teton Trust Company

The Bunnery

The Golden Thread

The Jackson Hole Art Auction

The Rose / Pink Garter Theatre

The Wort

Town Square Inns

Trailside Galleries

Business

TWenty-Two Home

Two Grey Hills

Valley Bookstore

Vylla Home

West Lives On Gallery

White Buffalo Club

Wilcox Gallery

Wild By Nature Gallery

WRJ Design

Wyoming Outfitters

Yarrow Group / Cloudveil

Yeah Buddy Pizza

Yippy I O Candy

Zions Bank



February 9, 2023

cc: Carl Pelletier, Aaron Carillo

Dear Neighbor:

The 2023 Jackson Hole Rendezvous Spring Festival will take place in the Town of Jackson on March 31 and in Teton Village on April 1. This letter is to provide Jackson Town Square vicinity business and property owners advance notice of the March 31 concert, which will include street closures, staging, amplified music, food and beverage vendors, sponsor activations, and designated VIP areas. Please refer to the timeline below for details.

Event footprint / Areas of Closure - Sidewalks and boardwalks will remain open

Center Street from East Deloney Ave to East Broadway Ave

East Broadway Ave from Cache St to S King St

March 28, 2023

Signage to be posted along public street parking that will be closed for the event

March 31, 2023

5:00am: Event set-up begins

6:00am: Closure of roads as listed above

1:30pm: Sound check - intermittent

5:00pm: Gates open / event starts

5:15pm: Live music starts

10:00pm: Event concludes / full load-out & cleanup begins

April 1, 2023

7:00am: Load-out and cleanup concludes / all roads reopen

As the partner hired by JHMR to handle festival production and operations, G7 Entertainment Marketing is working with local stakeholders and officials to ensure minimal disruption to residents and businesses. Public safety will be a priority throughout event planning and execution. We're looking forward to celebrating this unique community and providing an enjoyable experience for residents and visitors alike. Should you have any questions or concerns, please reach out to us.

Patrice Nelson: patrice.nelson@g7marketing.com / G7 Operations Manager

Christina Persico: christina.persico@g7marketing.com / G7 Rendezvous Event Lead

Sincerely,

The G7 Entertainment Marketing Rendezvous Team



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: Jackson Hole Rendezvous Spring Festival Physical Address of Event: E Broadway: From Cache St to King St
Center St: From E Deloney to E Broadway
Description of Event: Free concert with food and beverage vendors
Grand Opening Yes n/a No n/a

EVENT SPONSOR/APPLICANT: Name:

G7 Entertainment Marketing, 801 18th Ave S
Nashville TN, 37203
Mailing Address: Phone: 615.887.9620
E-mail: patrice.nelson@g7marketing.com ZIP: 37203
partnering with TTB and Coombs Outdoors Non-Profit: For Profit: X

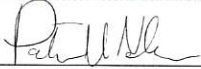
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: See attached document	Business/Description: _____
Physical Address: See attached document	Physical Address: _____
Dates of Display: March 31, 2023	Dates of Display: _____
Consent from Owner Obtained? Yes <u>n/a</u> No <u>n/a</u>	Consent from Owner Obtained? Yes _____ No _____
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes _____ No _____	Consent from Owner Obtained? Yes _____ No _____

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

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

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


Signature of Authorized Event Applicant
Patrice Nelson
Applicant Name Printed

2.9.23
Date
Operations Manager
Title



JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

MARCH 31, 2023

JACKSON TOWN SQUARE CONCERT

PERIMETER SIGNAGE PLAN

SUBJECT TO CHANGE

To aid in pedestrian flow around the venue space, G7 Entertainment Marketing will utilize temporary informational and directional signage on sidewalks, intersections, and areas around the perimeter to direct pedestrians, merchants, and businesses located within the venue.

SIGN LOCATIONS

1. **Northeast Corner of Center St and Deloney Ave**
 - Double-sided sign with directional arrows on A-frame - *Merchants Open*
2. **Southeast corner of Center St and Broadway Ave (north side of the street)**
 - Double-sided sign with directional arrows on A-frame - *Merchants Open*
3. **Southwest corner of Cache St and Broadway Ave**
 - Double-sided sign with directional arrows on A-frame - *Merchants Open*
4. **Southeast corner of Center St and Broadway Ave (south side of the street)**
 - Double-sided sign with directions arrows on A-frame - *Merchants Open*

See next page for sign rendering and size information



JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

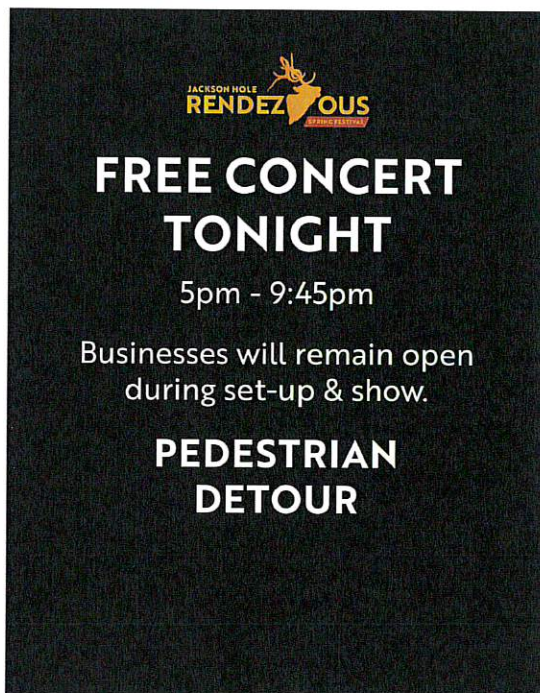
MARCH 31, 2023

JACKSON TOWN SQUARE CONCERT

PERIMETER SIGNAGE PLAN

SUBJECT TO CHANGE

SIGN RENDERING



SIGN INFO

Type: Informational/directional

NOTE: arrows will be added to signs onsite to indicate proper traffic flow

Dimensions: 22"x28" placed in two-sided A-frames

Area: 4.2 square feet

Height: 48"

Clearance: n/a

Setback property line: n/a

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Jackson Hole Rendezvous Spring Festival

Name of Organization: G7 Entertainment Marketing / Jackson Hole Travel and Tourism Board

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

Mailing Address: 801 18th Avenue South

City: Nashville State: TN Zip Code: 37203

Name of Person Completing Application: Patrice Nelson

Email Address: patrice.nelson@g7marketing.com

Work Phone: 615.887.9620 Cell Phone: 615.887.9620

EVENT INFORMATION

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

Description & Purpose of Event (Attach additional sheets if necessary): Free concert to attract

visitors to the town of Jackson to celebrate its unique character and assist with economic sustainability.

Location of Event: E Broadway from S Cache St to S King St
Center St from E Deloney to E Broadway Alternative Location: n/a

Date(s) of Event: March 31, 2023 Event Operating Hours: 5:00-10:00 p.m.

Event Set Up Begins Date: March 31, 2023 Time: 5:00 a.m.

Event Clean Up Ends Date: April 1, 2023 Time: 7:00 a.m.

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance Per Day: 4,500 / 80 Total Event: 4,500 / 80
(Spectators and Participants)

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): The Doug Coombs Foundation dba Coombs Outdoors

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: Ethan Johnson, Production Lead & Site Manager Cell Phone: 612.202.8485

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): Site plan attached

- | | |
|--|--|
| ☒ 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
E Broadway: from Cache St to King St	3/31/23	5:00 a.m.	
Center St: from E Deloney to E Broadway	4/1/23		7:00 a.m.

We will work with and use advisement from the city to ensure proper signs are sourced and posted in advance of the event

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: Approx 60 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: 8 Jersey Barriers

_____ 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: G7 requests eight (8) town of Jackson police officers be onsite

during the event from 5:00-10:00pm to support and work with the security director and private security contractor.

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 March 31, 2023: IF NEEDED - snow removal at 5:00am
April 1, 2023: street sweeping at 6:00am

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: G7 requests the use of pre-existing power within the event footprint and assistance with ground stake located at corner of Broadway/Center / advisement to ensure the street light closest to the stage is OFF from 5:00pm to 10:00pm on March 31.

**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: G7 requests on site EMS/Ambulance assistance throughout the event:

one [1] ambulance with two (2) emergency responders: 5:00-10:00pm.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: We will not be requesting START bus support, but plan to
review the event site & transportation plan with START leadership to ensure minimal disruption to regular routes.

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☒ Yes

☐ No

Due to expedited load-in, brief sound checks may start as early as 9:00am. Main sound checks begin at 1:30pm, performances begin at 5:15pm

If "Yes", please indicate times:

Start Time:

performances begin at 5:15pm

Finish Time:

10:00pm

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.

See attached entertainment schedule

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.

See attached temporary sign permit application

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: 30 Number of ADA Accessible Portable Toilets: 3

If "No", please explain: _____

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

Restroom Company: Macy's Services

Restroom Drop off / Pick Up Date for Drop Off: 3/31/23 Time for Drop Off: 10:00am

Date for Pick Up: 4/1/23 Time for Pick Up: 4:00am

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? Wine and spirits

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.

24-hour catering permit application to be submitted separately

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:

Local Jackson/Teton County food vendors will be selling food onsite. Additionally, band, sponsor, and festival merchandise may be available for sale. Vendor list and license application will be supplied closer to the event date.

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? O2 Cleaning, Clean Vibes, Yellow Iron

How many trash receptacles will be supplied for your event? approx 40 event boxes, one large dumpster

When will the trash receptacles be delivered? March 31, 2023, between 5:30-7:30 a.m.

When will the trash receptacles be picked up and removed from site? April 1, 2023, between 3:00-5:00 a.m.

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

See attached waste management plan.

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? O2 Cleaning, Clean Vibes, Yellow Iron
approx. 40, recycling event boxes,
How many recycling receptacles will they (or you) supply for your event? one rollaway bin

When will these recycling receptacles be delivered? March 31, 2023, between 5:30-7:30 a.m.

When will recycling receptacles be picked up and removed from site? April 1, 2023, between 3:00-5:00 a.m.

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

See attached sustainability plan.

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: PMN

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: PMN

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: PMN

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: PMN

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: PMN

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

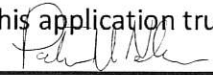
All fireworks displays must be approved by the Fire Chief prior to the event.

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Patrice Nelson
Printed Name

DATE: 2.13.23

TITLE: Operations Manager

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Town Council Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: World Championship Hill Climb	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting the use of public property, services of Town personnel, road closures, temporary relief from signage, parking and overnight camping ordinances, and the issuance of malt beverage permits on behalf of the Town of Jackson.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by the Jackson Hole Snow Devils for the World Championship Hill Climb.

Recommendations.

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

Background.

The applicant, the Jackson Hole Snow Devils, request permission to host the World Championship Snowmobile Hill Climb Thursday, March 23 through Sunday, March 26, 2023. Pre-event preparations will begin on Tuesday morning, March 22, and completion of tear down/clean-up will occur on Monday, March 27. The event will begin at 7:30 A.M. each morning and on-site activities (including the competition, and food, beverage, and merchandise vendor sales) are expected to conclude by 7:00 P.M. each day.

No changes from the 2022 approval are being requested.

The applicant requests the following in association with the special event application:

- The following road and parking lot closures: Phil Baux parking lot, Snow King lower parking lot; Snow King Avenue between King and Flat Creek Drive, and Cache between Karns and Aspen Drive from 7:00 P.M. on Wednesday through Sunday evening. These streets would be utilized for event trailer parking and vending.
- The following parking space closures: both sides of King Street between Snow King Avenue and Kelly Street, both sides of Cache Street between Snow King Avenue and Karns Avenue, and the west side of Cache Street between Karns and Kelly.
- Overnight RV parking at the Home Ranch parking lot from Wednesday to Sunday. Section 10.04.220 of the Municipal Code prohibits overnight parking on any lot owned by the Town.
- Permission for overnight parking for RV's on Town streets near the Snow King area Wednesday through Sunday nights. Section 10.04.300 of the Municipal Code prohibits parking on Town streets between 3:00 A.M. and 7:00 A.M. between November 1st and April 15th.
- Permission for overnight RV camping at the Fairgrounds (east of the Heritage Building) Wednesday through Sunday nights. Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.
- Event parking Wednesday through Monday on Snow King Avenue between Flat Creek and the Parks & Recreation maintenance facility, and at the Rodeo Grounds.
- Private event parking is requested on South Cache from Snow King to Aspen Drive Wednesday through Sunday. The east side of this section will be used to "double park" vendor and contestant trailers. This is the only area

where double parking will occur. The applicant is also working with Snow King and with the Gill Family (who own the northeast corner lot at Snow King and Cache) for private event parking for the duration of the event.

- Private event parking in the Town owned Snow King Center lower lot to the east of Phil Baux Park per the attached map and subject to permission from the Snow King Center lessee.
- Use of the ball field for vendor tents during the event and for the starting line. The applicant has acknowledged responsibility for damage that may occur.
- Permission to park vendor trailers partially on the sidewalk on Snow King Avenue from Cache to King to better accommodate the required 20 foot fire lane.
- A malt beverage permit for the sale of beer at the base of Snow King and at the ball field from 10:00 A.M. to 6:00 P.M., Thursday through Sunday. The beer tent will close approximately one half hour before the event is over, but not later than 6:00 P.M. The applicant will also be placing security at the event exit to prevent spectators leaving the event with open containers. This protocol was followed in years past.
- Exposition business license to allow vendors to sell products at the event. The applicant acknowledges that sales tax will be collected and turned into the State of Wyoming.
- Permission from Town Council for noise generated from the event associated with the competition, loudspeaker, and music.
- Permission to display many onsite vendor and sponsor temporary banners. Section 9.52.050 of the Municipal Code prohibits signage on public property without Town Council permission.
- Pursuant to the attached Snow Devil's letter, many of the streets in the area will be posted with temporary parking, no parking and event parking signs. CSO's will commence signage posting on Tuesday, March 21 and will continue to monitor the signs and evaluate any needed changes through Wednesday. As discussed with the Snow Devils, town staff is recommending that production and posting of parking signage within the event perimeter be the responsibility of the Snow Devils.
- Signage for handicap parking. The CSO's will post and remove this signage.
- Use of Town barricades and "Local Traffic Only" and "Detour" signage, including delivery and pick-up by Public Works personnel.

Analysis.

The application has been submitted for review and comment to all Town departments. The applicant will personally meet with Town staff prior to the event as in years past.

Possible Alternatives.

The applicant has not provided alternatives.

Town Council 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 has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

Direct income: \$400 from malt beverage permits, \$988 from exposition licenses and a \$27 special event application fee. Parks and Recreation has indicated that direct income from the event is approximately \$1,900 for the field rental, electric access and irrigation locates. Parks and Recreation include equipment use charges totaling \$1,500.

Staff Impact.

- processing catering permits and exposition permits (approximately 30 minutes),
- securing town equipment from Public Works (approximately 1 hour of staff time),
- departmental review of application (approximately 3 hours of total staff time),
- pre-event meetings with the applicant (approximately 4 hours of total staff time),
- preparation of staff report (approximately 2 hours),
- follow-up actions (approximately 2 hours),
- Police Department staff impacts include on-duty and overtime personnel for event presence and posting/maintenance of no-parking signage and road closures. There will be approximately 150 hours of overtime paid at time and a half at a total cost of approximately \$6150, most of which is funded through EUDL (an underage drinking grant). Last year, the Police Department utilized five officers each day plus additional officers in the evening throughout town to augment patrol staff. The total overtime count also includes three DUI enforcement shifts.
- Public Works staff delivering and removing jersey barriers (approximately 3 hours)
- Parks and Recreation staff services including administrative meetings, irrigation locates, deliver, set-up and pick-up of bleachers, and electricity access (approximately 18 hours of staff time)

In total approximately 183.5 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

Staff recommends the approval of the special event permit application subject to the following conditions and restrictions:

1. The applicant shall abide by any additional conditions not listed in this staff report as directed by the Town Council.
2. The applicant shall provide to the Town in advance of the event an insurance certificate that names 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. 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. The insurance must include alcohol liability.
3. The applicant shall provide additional trash receptacles, recycling receptacles and dumpsters at all locations including the Home Ranch parking lot, in and around the Snow King area, Snow King parking lots and the Rodeo Grounds. Trash and recycling receptacles shall not be allowed to overflow and trash and recycling shall be properly removed from all areas.
4. No vehicles, equipment, trailers, etc. shall be parked on any grass or turf areas at the site unless turf protection measures are in place and have been approved by the parks manager.
5. 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.

6. The applicant shall post a \$500 damage/clean up deposit with the Parks and Recreation Department (732-5793) prior to the event, which shall be refunded or applied as determined by the department.
7. All Parks & Recreation fees shall be paid prior to the event.
8. Vendors shall not dump hot water or other liquids on the turf.
9. The secondary clean-up day (prior to the Eco Fair special event) will occur once the snow melts and prior to any other events held in the ballpark.
10. The applicant shall coordinate all set-up needs with the Parks and Recreation park manager (732-5793) at least ten days prior to the start of the event.
11. The applicant shall place plywood or other protective material in the pit area to prevent spills and damage to the turf.
12. When moving snow at the base of Snow King, snow is to be pushed up the hill rather than being pushed down and deposited in the baseball field.
13. No stakes shall be placed in Phil Baux Park without first obtaining permission and utility locates from Parks and Recreation. Utility locates must be coordinated at least ten (10) days prior to the event.
14. The applicant shall coordinate road closures, detours and parking details with the Police and Public Works Departments at least one week prior to the start of the event. Additional barricades/signage shall be placed where determined by staff to prevent parking in red zones.
15. The applicant shall provide volunteers to be stationed at road closure barricades to check for event parking permits and to assist with traffic control and parking guidance at the Police Department's direction.
16. The applicant shall provide a sample of the parking permit for the event to the Town in advance for approval.
17. All no parking/Snow Devils reserved parking signage in the yellow, red, and orange areas depicted in the attached event map shall be produced, posted, and removed by the applicant. The Town will post the handicapped parking (blue areas) and all of the detour signage outside of the event perimeter.
18. All vehicles shuttling snow machine trailers to and from the Fairgrounds will be compliant with all posted speed limits.
19. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.
20. If requested by the Chief of Police, Mark Hodges shall attend daily debriefing meetings with members of the Jackson Police Department.
21. Snow Devil Board Member cell phone numbers will be provided to the Jackson Police Department for use during the event.
22. The applicant shall comply with all alcohol dispensing laws and regulations, including the prevention of sales to minors.
23. Volunteers shall be placed at the event exits to prevent spectators from leaving with open alcoholic beverage containers.
24. Beer may only be sold in cups previously approved by the Town of Jackson.
25. No more than 16 oz. of beer may be sold in a cup.
26. No more than two beers shall be sold to any person at any time.
27. No alcohol or food or other beverage shall be served in glass containers.
28. There will be no serving of alcohol to obviously intoxicated people.
29. The beer tent may open at 10:00 A.M. every day of the event. Mark Hodges will close the beer tent approximately one half hour before the event is over, but not later than 6:00 P.M.
30. All individuals serving alcohol will have TIPS training and certification.
31. Food service shall be coordinated with and approved by Teton County Environmental Health.

32. The applicant shall take measures to prevent theft from occurring at the site during overnight hours.
33. The applicant shall provide the name and phone number of a responsible person for each vendor booth for use in an emergency.
34. In addition to providing the list to the Wyoming Department of Revenue containing the names, social security numbers and addresses of all participating artists, vendors and merchants 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 fourteen days prior to the event.
35. The applicant shall be responsible to obtain all permission necessary for the use of property noted in the application and attachments which are owned by a party other than the Town.
36. Parking is not permitted at or in any way blocking the Parks & Recreation maintenance facility, or in the Exhibit Hall parking area located across from the Fairgrounds.
37. The applicant shall ensure that the southwest entrance to the Rodeo Grounds is maintained at all times and that individuals with horse trailers are able to access their parking areas.
38. The applicant shall work with START to coordinate any route detours and to ensure that START pickup / drop off locations are not blocked by Hill Climb traffic.
39. The applicant shall have EMS staff on-site for medical emergencies during the event.
40. Fire/EMS will conduct inspections of the site and additional requirements per the International Fire Code could be enforced prior to and during the event.
41. A parking plan and enforcement of the plan will be required within the Rodeo Grounds parking areas.
42. 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. 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).
43. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
44. Tents which can hold over 50 or more occupants must provide this 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).
45. 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)
46. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
47. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
48. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
49. Any cooking performed within tents shall require advance approval by this Department (IFC 3104.15.3 – 3104.15.7).
50. Smoking shall not be permitted in tents, canopies or membrane structures. Approved “No Smoking” signs shall be conspicuously posted (IFC 3104.6).
51. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
52. 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).

53. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
54. The applicant shall take all measures necessary to conduct the event in a safe manner, having a contingency emergency plan in place prior to the event.

Attachments or Links.

Special Event application
Temporary Sign permit application
Malt Beverage permit application
Snow Devil's Contact List
Snow Devils Event Map
Street and Parking Closures Map
Fairgrounds Parking Map

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

I move to approve the special event application made by the Jackson Hole Snow Devils for the 2023 World Championship Snowmobile Hill Climb, subject to the conditions and restrictions listed in the staff report.

2022 World Championship Hill Climb



ROAD CLOSURE



RACER PARKING ONLY



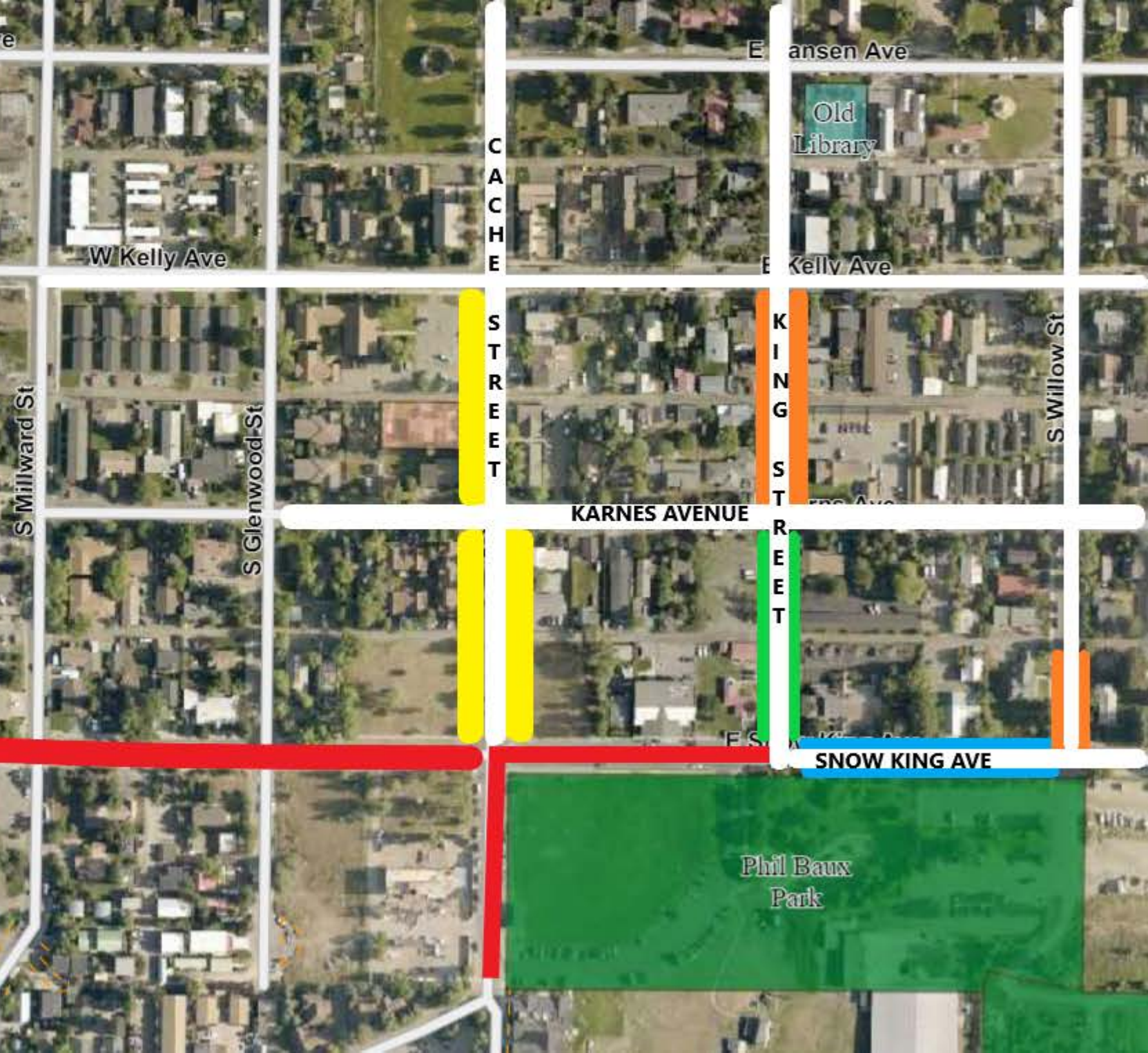
HANDICAP PARKING ONLY



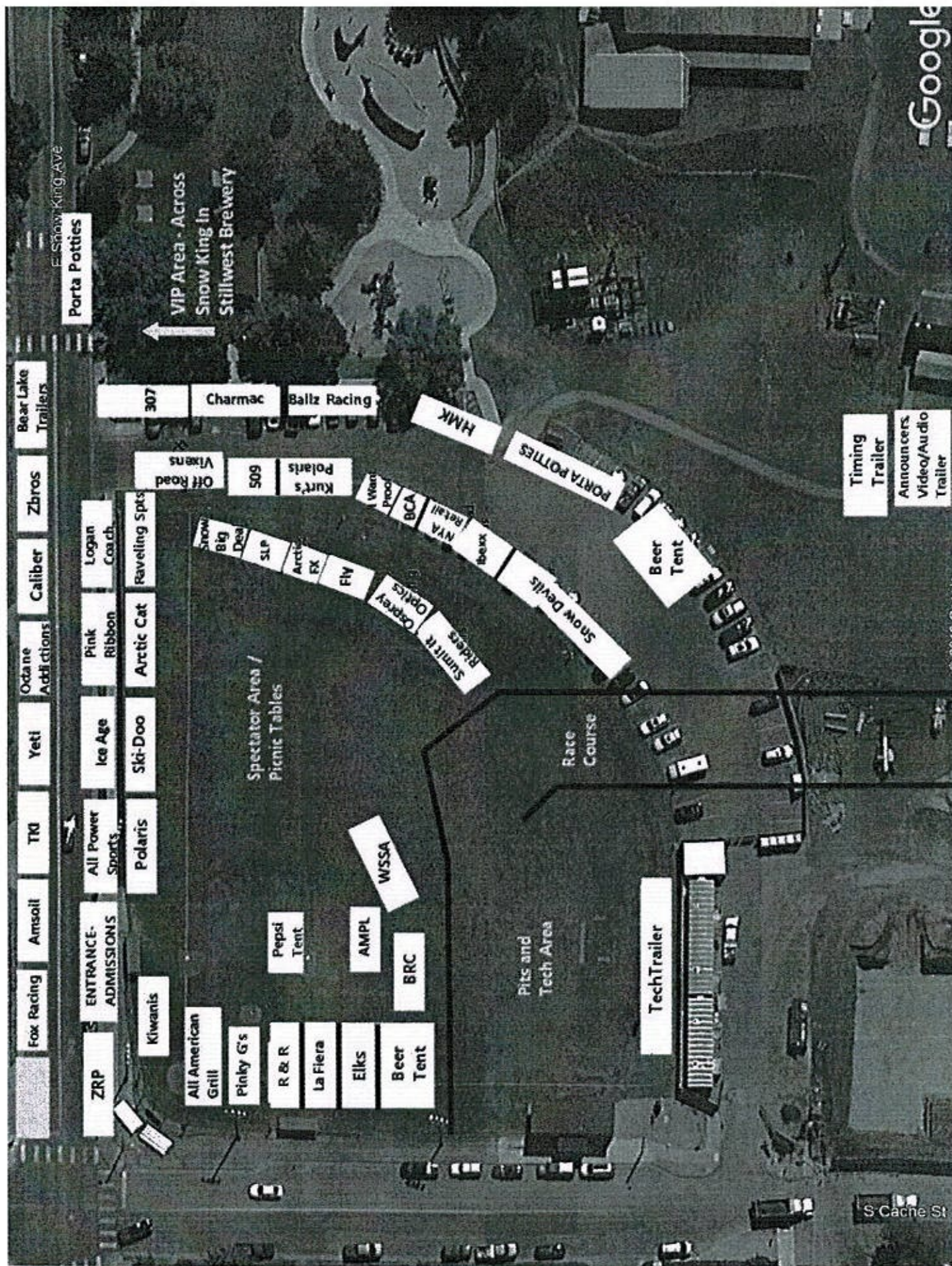
NO PARKING



EMERGENCY VEHICLE PARKING



**Wednesday, March 23 @ 7:00pm through
Sunday, March 27 evening**



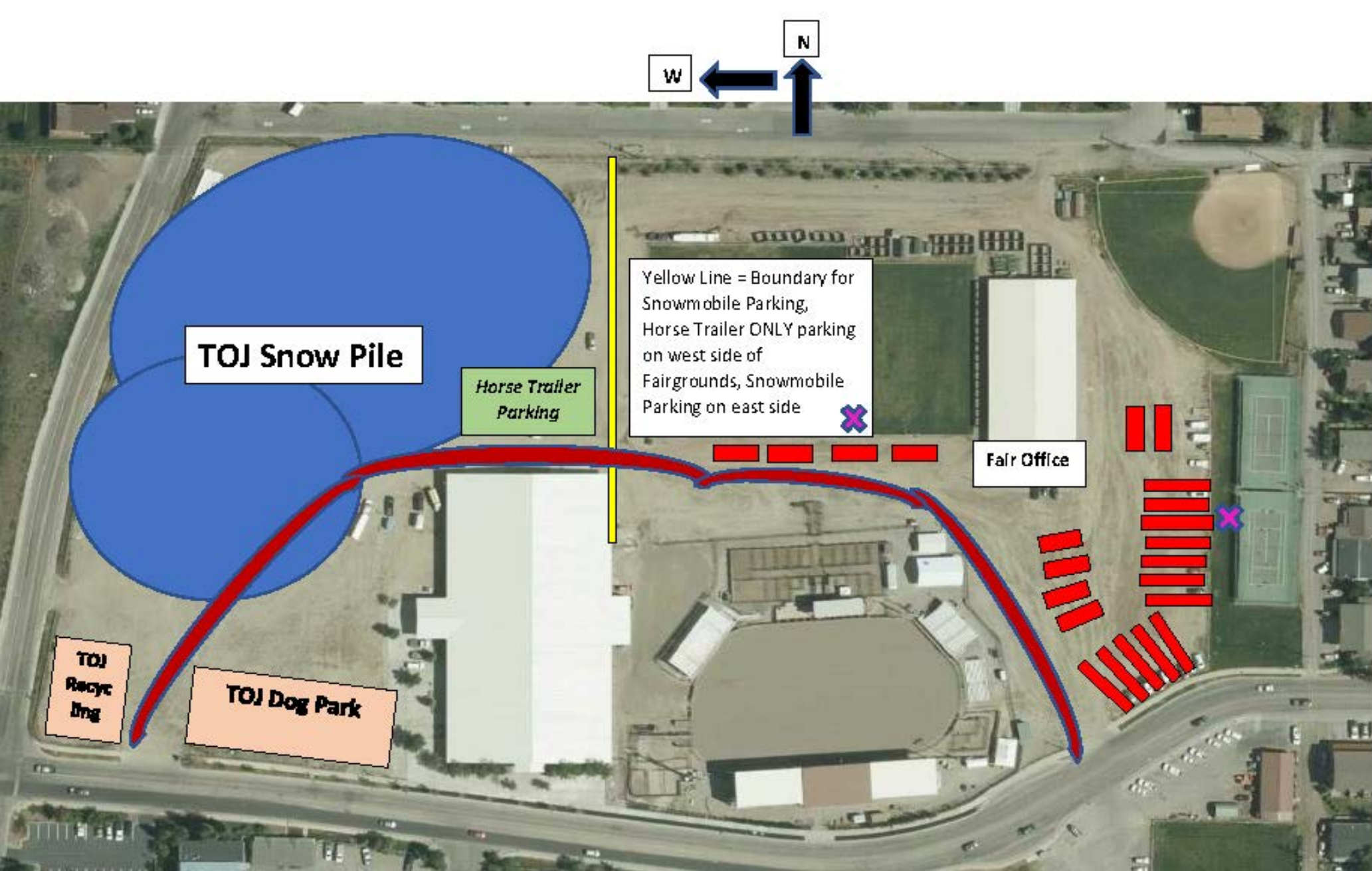


WWW.REACTIONPHOTO.COM



Contact Information

Primary Contact	Mark Hodges	699-0450
Secondary Contact	Jeff Toolson	690-0352
Announcer	Glen Gillis	208-339-2026
SD Board Member	Nan Coover	413-3599
SD Board Member	Bryan Pack	413-3869
SD Board Member	Todd Taylor	413-1914
SD Board Member	Katie Toolson	690-5283
SD Board Member	Judy Peters	690-1317
SD Board Member	RJ Crosland	307-248-2411
SD Board Member	Mike Robertson	413-4200
SD Board Member	Dani Raver	413-1697
SD Board Member	Joe Anderson	413-3323



Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: World Championship Snowmobile Hill Climb

Name of Organization: Jackson Hole Snow Devils

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

Mailing Address: PO Box 4276

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Mark Hodges/Nannette Coover

Email Address: mail@snowdevils.org

Work Phone: 307-699-0450 Cell Phone: 307-413-3599

EVENT INFORMATION

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

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

Fundraising event to help non-profits in the community. Increase tourism during the winter

Location of Event: Snow King Mountain Alternative Location: N/A

Date(s) of Event: Thursday 3/23 thru Sunday 3/26 Event Operating Hours: 7:30 am - 7:00 pm

Event Set Up Begins Date: March 23, 2023 Time: 8:00 am

Event Clean Up Ends Date: March 26, 2023 Time: 6:00 pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 4,000 Total Event: 16,000

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: see attached list Cell Phone: 307-699-0450

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
-------------------------	---------	------------	----------

Please see attached letter/plan/map

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:

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

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

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☒ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☒ Yes

☐ No

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

Total Number of Portable Toilets: 40 Number of ADA Accessible Portable Toilets: 6 - 7

If "No", please explain: _____

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

Restroom Company: Macy's

Restroom Drop off / Pick Up Date for Drop Off: 3/22/23 Time for Drop Off: 8:00 am

Date for Pick Up: 3/27/23 Time for Pick Up: 10:00 am

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? Westbank Sanitation

How many trash receptacles will be supplied for your event? A lot :-)

When will the trash receptacles be delivered? Wednesday 3/22/23

When will the trash receptacles be picked up and removed from site? Monday 3/27/23

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

Volunteers dump trash throughout the day. At the end of the day the dumpsters are emptied by Westbank Sanitation.

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? Integrated Solid Waste & Recycling

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

When will these recycling receptacles be delivered? Wednesday 3/22/23

When will recycling receptacles be picked up and removed from site? Monday 3/27/23

Describe your plan for collection and removal of recyclable materials during your special event:
Same as the trash removal

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: MH

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: MH

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: MH

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: MH

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: MH

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: _____

Mark Hodges

Key: d000b9c098795dc6be92b86b94d9294

APPLICANT: _____

Mark Hodges

Printed Name

DATE: _____

02-14-2023

TITLE: _____

President



24-HOUR ALCOHOL BEVERAGE PERMIT APPLICATION

Application for authorization to sell or serve alcoholic beverages at an event, under the temporary permit-type selected below.

Fee \$ _____

Date Pd: _____

APPLICANT.

Name of Person Requesting Permit:	<i>please print</i> <i>Mark Hodges</i>		
Organization:	<i>Jackson Hole Snow Devils</i>	Phone:	<i>307-699-0450</i>

EVENT INFORMATION. Complete the following information about the event.

Name of Event:	<i>World Championship Snowmobile Hill Climb</i>	Purpose:	
Held at:	<i>Snow King Mountain</i>	List the Date(s) and Hours that Alcohol will be Available:	<i>Thursday March 23, 2023</i>
Address:	<i>Snow King Avenue</i>		<i>Sunday March 26, 2023</i>
Anticipated number of attendees at any given time:			<i>10:00 am - 6:00 pm</i>

SELECT THE TYPE OF 24-HOUR PERMIT. Refer to Application Packet for details about each permit type.

☐ CATERING PERMIT - allow 3 days for processing \$20.00 per day For the sale or serving of alcoholic product which was purchased from the retail or resort liquor license holder who authorized this permit application.	This permit must be agreed to and authorized by a current retail or resort liquor license holder. Name of Retail or Resort Liquor License Holder: _____ Authorized Signature: _____ Print Name: _____
☒ MALT BEVERAGE PERMIT - allow 21 days for processing \$50.00 per day For the sale or serving of only malt beverages.	Applicant must submit proof of current alcohol server education training with this application.
☐ MALT BEVERAGE PERMIT FOR A MICROBREWERY - allow 21 days for processing \$50.00 per day For the sale or serving of only the microbrewery's own brewed malt beverage product away from their licensed premises.	Permitted Microbrewery Only Applicant must submit proof of current alcohol server education training with this application. Authorized Signature: _____ Print Name: _____
☐ MANUFACTURER'S OFF-PREMISES PERMIT - allow 21 days for processing \$50.00 per day For the sale or serving of only the manufacturer's own Wyoming manufactured product away from their licensed premises.	Licensed Manufacturer Only Authorized Signature: _____ Print Name: _____

All permit holders are responsible for abiding by all applicable alcohol dispensing regulations. These regulations include, but are not limited to:

- ♦ Confirm age of participants by checking identification; ensure minors are not served alcohol.
- ♦ Complimentary alcohol is not available for self-service.
- ♦ Control pouring to curb overserving individuals.
- ♦ Prohibit participants from leaving the permitted location with alcohol.
- ♦ Non-alcoholic beverage options are encouraged.

By filing this application, I agree to comply with State and Local Liquor Regulations regarding the sale and service of alcoholic beverages.

Mark Hodges
Applicant's signature

2/11/2023
Date



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: World Championship Snowmobile Hill Climb Physical Address of Event: Snow King Mountain
Description of Event: Snowmobile Hill Climb
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Jackson Hole Snow Devils Phone: 307-699-0450
E-mail: PO Box 4276 mail@snowdevils.org ZIP: 83001
Jackson, WY Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Banners will hang</u>	Business/Description: _____
Physical Address: <u>inside of the event</u>	Physical Address: _____
Dates of Display: <u>3/23/2023 - 3/26/2023</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☒	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please 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.

Mark Hodges
Signature of Authorized Event Applicant
Mark Hodges
Applicant Name Printed

3/1/2023
Date
President
Title

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Sam Adams Air & Apres at Snow King Mountain – Fireworks	Public Comment	Yes

Purpose & Policy Considerations.

The Mayor and Council approve or deny all Special Events applications requesting relief from a Town ordinance prohibiting fireworks, temporary road closures, and use of public property and services of Town personnel on behalf of the Town of Jackson.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by Snow King Mountain Resort to host the Sam Adams Air & Apres at Snow King Mountain Fireworks Display on Saturday, March 11, 2023.

Recommendations.

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

Background.

The applicant, Snow King Mountain Resort, requests permission to provide the Town of Jackson with a fireworks show on Saturday, March 11, 2023 at approximately 8:00 p.m. The fireworks are launched on Town of Jackson property. The position of the launching has not changed from previous fireworks launchings.

The applicant is seeking the following approvals from the Town:

- Use of town property for the launch site of the fireworks.
- Relief from Section 8.20.020 of the Municipal Code of the Town of Jackson, which prohibits the use, discharge, and detonation of fireworks in the Town of Jackson. Section 8.20.030 of the code allows the Town Council to grant a permit for supervised public displays of fireworks by organizations which are handled by a competent operator and which are not hazardous to property or endanger any person. Snow King Resort will be hosting a fireworks display on the ski hill.

Analysis.

The application has been submitted for review and comment to all Town departments including JH Fire/EMS.

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 has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

Income includes a \$27 Special Event Application Fee.

Staff Impact.

The following staff impacts have occurred and/or would be anticipated if the event is approved:

- Special event processing (30 minutes)
- Departmental reviews (approximately 1 hour)
- Staff report preparation (30 minutes)

Conditions and Restrictions.

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

- The applicant shall clean up the entire area immediately following the conclusion of the race. The applicant shall contract trash and recycling removal.
- Any fireworks displays must be approved by the Fire Marshal prior to the event.
- Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town Attorney.
- Fire Department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1).
- Any additional requirements set forth by the Jackson Town Council.

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 application made by Snow King Mountain Resort for the Sam Adams Air & Apres at Snow King Mountain fireworks display special event on Saturday, March 11, 2023, subject to the conditions 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: Sam Adams Air & Apres at Snow King Mountain

Name of Organization: Snow King Mountain

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

Mailing Address: PO Box 1846

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Ryan Stanley

Email Address: ryan@snowkingmountain.com

Work Phone: 307 284-4377 Cell Phone: _____

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☒ Other: Ski/Snowboard Big Air Show

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

Free Big Air Show on Snow King Mountain. This event Application is for the use of Fireworks

Location of Event: Snow King Mountain Alternative Location: _____

Date(s) of Event: March 11 Event Operating Hours: 9:00am-10:00pm

Event Set Up Begins Date: March 10, 2023 Time: 9:00am

Event Clean Up Ends Date: March 12, 2023 Time: 9:00am

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 1000 Total Event: 1000

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Larry Hartenstein Cell Phone: 307 690-8113

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: _____

No services are requested. Event is on private land at base of Snow King Mountain. Amplified

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: 10:00am Finish Time: 9:00pm

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? All sales on Resort Property under liquor

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:

Food sales from existing licensed establishment - Snow King Cafe.

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: RS

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: RS

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: RS

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: RS

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: RS

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: Ryan Stanley

APPLICANT: Ryan Stanley

Printed Name

DATE: 02-15-2023

TITLE: President

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Octane Addictions Freestyle Snowmobile Show	Public Comment:	Yes

Purpose & Policy Considerations.

To consider all special event applications requesting the use of services of Town personnel, and exemption from Town of Jackson Municipal Code on behalf of the Town of Jackson.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by the Octane Addictions to host the Octane Addiction's Snowmobile Freestyle Show at the Teton County Fairgrounds on Saturday, March 25, 2023.

Recommendations.

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

Background.

The applicant, OA Promotions, requests permission to host the Octane Addictions Freestyle Show on Saturday, March 25, 2023 from 7:00pm until 9:00pm in the Teton County Rodeo Arena. This event consists of snowmobiles performing aerial maneuvers and other tricks.

There are no significant changes from last year's approved event.

OA Promotions is a for-profit organization; however, proceeds from ticket sales help raise money for the non-profit "Chase a Dream Foundation." Typically an event taking place in the Teton County Rodeo Arena would not require a special event permit; however, the Chief of Police has requested the applicant have Jackson Police present at the event. In addition, the applicant has requested the use of amplified sound for the duration of this event.

The applicant requests the following in association with the special event application:

- Police Officers to patrol the event
- Permission for amplified sound associated with the event

Analysis.

Submitted to all Town Departments for review.

Possible Alternatives.

No alternatives have been listed by the applicant.

Town Council 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 has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

Direct income includes income from a special event permit (\$27) as well as rental fees collected by the Teton County Fairgrounds.

Staff Impact.

In total approximately 12 hours of staff time split between town, county and joint departments.

- Departmental review of application (approximately 2 hours of total staff time),
- Preparation of staff report (approximately 1 hour),
- On duty Police Officers patrolling event (approximately 4 hours).
- Public Works staff assisting with preparation for the event (approximately 3 hours)
- Parks and Recreation assisting with preparations for the event (approximately 2 hours)

Conditions and Restrictions.

Staff recommends the approval of the special event permit application subject to the following conditions and restrictions:

1. The applicant shall abide by any additional conditions not listed in this staff report as directed by the Town Council.
2. The applicant shall abide by all state and local health orders in place during the event.
3. The applicant shall abide by any recommendations from the Police Department with regard to police presence at the event.
4. 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).
5. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website. A formal plan on paper is not necessary to submit, but this topic should be considered in the planning and execution of the event.
6. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2). A formal plan on paper is not necessary to submit, but this topic should be considered in the planning and execution of the event.
7. Insurance: An insurance certificate that names 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. 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.
8. The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.
9. Security will search spectators’ bags at all entry points to assure that no outside alcohol is brought onsite.

10. All exits must be clearly visible and include exit signs.
11. If the applicant wishes to display temporary signs they must submit a temporary sign permit application to the Town of Jackson's Planning Department.

Attachments or Links.

Application

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

I move to approve the application made by Octane Addictions to host the Octane Addiction's Snowmobile Freestyle Show at the Teton County Fairgrounds on Saturday, March 25, 2023 subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Octane Addictions Freestyle

Name of Organization: OA Promotions

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

Mailing Address: 7108 Niehenke Ave

City: Billings State: MT Zip Code: 59101

Name of Person Completing Application: Tyler Johnson

Email Address: octaneaddictions@hotmail.com

Work Phone: 406-651-9677 Cell Phone: 406-861-0288

EVENT INFORMATION

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

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

Snowmobile freestyle show

Location of Event: Fairgrounds Alternative Location: _____

Date(s) of Event: 3-25-2023 Event Operating Hours: 7pm - 9pm

Event Set Up Begins Date: March 24, 2023 Time: 12:00

Event Clean Up Ends Date: March 26, 2023 Time: 12:00

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 1,000 Total Event: 1,000

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Bella Johnson Cell Phone: 406-425-1860

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: 7:00pm Finish Time: 9:00pm

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: ³ _____ 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: Macy's

Restroom Drop off / Pick Up Date for Drop Off: 3-24-23 Time for Drop Off: 12:00pm

Date for Pick Up: 3-27-23 Time for Pick Up: 12:00pm

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:
Clothing and merchandise

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:
Limited Garbage for dumpster provided

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:

Previous 18 years

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: TJ

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: TJ _____

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: TJ

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: TJ

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: TJ

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: _____


Signed via Seamedocs.com
Key: d002bb9c998795dc6be92b86b94d92a4

APPLICANT: _____

Tyler Johnson

Printed Name

DATE: _____

02-20-2023

TITLE: _____

Owner

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	E22-003 Sidewalk Access Easement Agreement – 180 E Deloney	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council consideration of a Easement for Public Access and Sidewalk Agreement from the property owner to the Town for installation of a portion of sidewalk on the owner's property to be owned and maintained by the Town of Jackson.

Requested Action.

For Council to review and approve execution of the Easement for Public Access and Sidewalk Agreement between the Town and the property owner.

Recommendations.

Staff recommends approving the Agreement.

Background.

180 East Deloney Avenue is located on the southwest corner of East East Deloney Ave. and North Willow St./Brunn Blvd., what is commonly known as the Genevieve Block. The Rendezvous Land Conservancy (RLC) owns the land and operates it as a greenspace open to the public. Staff has coordinated with RLC to agree to provide up to two feet of the property so that the Town can widen the sidewalk to 6-feet wide in conjunction with the JH Historical Museum project that will widen the southern portion of the sidewalk on the block to 6-feet. Once approved and completed the boardwalk along this section will be replaced with concrete and a protected bike lane will be constructed the entire length of the block.

Analysis.

The existing 4-feet wide boardwalk along Bruun from Deloney to Broadway is undersized for this area and currently constructed as a boardwalk, which requires more maintenance. Rather than reconstruct the boardwalk staff recommends replacing this section with concrete sidewalk.

Possible Alternatives.

- Town Council may choose to approve or deny the Agreement.
- Town Council may direct staff to revise the Agreement.

Comprehensive Plan & Priority Alignment.

The proposed development supports the following Comp Plan Policies:

Common Value 2: Growth Management

4.2.d: Create a Downtown Retail Shopping District.

Common Value 3: Quality of Life

6.2.b: Support businesses located in the community because of our lifestyle.

7.1.c: Increase the capacity for use of alternative transportation modes.

The proposed sidewalk will accommodate all of the alternative modes of travel – walking, biking, and transit – to, from, and within the heart of downtown Jackson.

Fiscal Impact.

The easement is being provided by the RLC generously at no cost. There will be costs to replace the boardwalk with the concrete sidewalk that will be incurred when the project proceeds to construction. Funding for the improvements will be with Pathways funds, costs will be presented to council at a later date with the Development Agreement to construct the sidewalk in conjunction with the museum project to the south.

There will be ongoing maintenance and replacement costs for the sidewalk.

Staff Impact.

Town Engineering, Legal, and Planning staff contribute approximately 24 hours of staff time to process and produce the Agreement. There will be ongoing maintenance and upkeep impacts, similar to other sidewalks, for public works and parks and recreation staff. While the state statute and municipal code require that property owners clear snow and ice from the sidewalks adjacent their property, this section of sidewalk is currently plowed by staff.

Attachments or Links.

- Easement for Public Access and Sidewalk Agreement

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

I move to approve the Easement for Public Access and Sidewalk Agreement between the Town of Jackson and the Rendezvous Land Conservancy, as presented in the attachment to this staff report , and authorize the Mayor to execute all necessary documents, subject to minor changes by staff.

EASEMENT FOR PUBLIC ACCESS AND SIDEWALK

This Easement For Public Access And Sidewalk (this “*Agreement*”) is made and entered into on this ____ day of _____, 2023 (the “*Effective Date*”) by and between **Rendezvous Land Conservancy**, a Wyoming nonprofit corporation, and its successors and assigns, having a mailing address of P.O. Box 6430, Jackson, Wyoming 83002 (“*Grantor*”), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, and its successors and assigns, having a mailing address of P.O. Box 1687, Jackson, Wyoming 83001 (“*Grantee*”).

RECITALS

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

Street Address: 180 East Deloney Avenue
Legal Description: Lot 4, Genevieve Block Addition, Plat 1412
PIDN: 22-41-16-27-3-35-004 (“*Grantor’s Property*”)

WHEREAS, Grantee is a municipal corporation that constructs, manages, maintains, repairs, and replaces sidewalk and roadway infrastructure, and necessary appurtenances thereto; and

WHEREAS, Grantor desires to grant easement to and for the benefit of Grantee and the public on that portion of Grantor’s Property described and shown on Exhibit A, attached hereto and made a part hereof by this reference (the “*Easement Area*”); and

WHEREAS, a Conservation and Greenspace Easement recorded against the Grantor’s Property on August 16, 2019 as Document No. 0975464 in the Office of the Clerk of Teton County, Wyoming (the “*Conservation Easement*”) is held by the Jackson Hole Land Trust, a Wyoming nonprofit corporation, (“*JHLT*”), and JHLT executes this Agreement for the limited purpose described herein.

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

1. Grant of Easement. Grantor hereby grants and conveys to Grantee an easement for sidewalk purposes, including the right to construct, operate, install, inspect, repair, maintain, reconstruct, remove and/or replace said sidewalk along, across, over, and under the Easement Area (collectively referred to in this Agreement as “*Grantee-Owned Public Sidewalk*”). Grantee may do and perform all acts necessary to construct, operate, install, inspect, repair, maintain, reconstruct, remove and/or replace a the Grantee-Owned Public Sidewalk along, across, over, and under said Easement Area, and operate thereon all necessary machinery and equipment, and Grantee shall have the right to cut, trim, and remove trees, brush, or shrubbery, or weeds, or to remove improvements which encroach upon, or interfere with the easement herein granted. The Grantee-Owned Public Sidewalk shall be constructed, operated, installed, inspected, repaired, maintained, reconstructed, and/or removed at Grantee’s sole cost.

Grantee, its agents, employees, and contractors shall have the right of ingress and egress to and from the Easement Area across the Grantor’s Property for the purpose of constructing, operating, installing, inspecting, repairing, maintaining, reconstructing and/or replacing the Grantee-Owned Public Sidewalk. In addition, the public shall have the right to use the Grantee-Owned Public Sidewalk.

2. Limitations on Grantee Use. Grantee shall exercise its rights granted herein with due regard to the rights of others and shall not use the Easement Area in a way that would impair the rights of Grantor or others. Grantee’s activities authorized by this Agreement will be undertaken in a fashion so as not to unreasonably interfere with Grantor’s use of Grantor’s Property.
3. Limitations on Grantor Use. No landscaping (other than sod or grass), trees or shrubs, buildings, fences, or other structures shall be placed or maintained in the Easement Area or within such proximity to said Area to interfere with the construction, operation, installation, inspection, repair, maintenance, reconstruction and/or replacement of the Grantee-Owned Public Sidewalk.
4. Maintenance. Grantor shall be responsible for all daily upkeep of, ensuring the ability of public users to safely travel on, and snow removal from the Easement Area. Grantee is responsible for the repair, maintenance, reconstruction, and replacement of the Grantee-Owned Public Sidewalk. Furthermore, Grantee shall be responsible for damage to the Easement Area caused by the Grantee its agents, employees, or contractors pertaining to the construction, operation, installation, inspection, repair,

maintenance, reconstruction, or replacement of the Grantee-Owned Public Sidewalk. Grantee shall give Grantor at least 14 calendar days' advance written notice of its intent to exercise its right under this Agreement for any planned repair, maintenance, reconstruction, and replacement work regarding the Grantee-Owned Public Sidewalk. Notwithstanding the foregoing, no such notice shall be required for emergency or unplanned work; however, Grantee shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for such emergency or unplanned work.

5. Removal. Grantee has the right to remove the Grantee-Owned Public Sidewalk upon 180 days' notice to Grantor. Upon removal the Easement Area shall be restored in accordance with paragraph 6 hereof. Upon removal of the Grantee-Owned Public Sidewalk and the restoration of the Easement Area as set forth in paragraph 7 hereof, this Agreement shall automatically terminate, and Grantor and Grantee shall record a termination of this Agreement in the land records of Teton County, Wyoming.
6. Restoration. Grantee covenants and warrants that within 30 days from completion of Grantee's work, Grantee shall, at Grantee's sole cost, restore the surface of the Easement Area that is disturbed by Grantee's work to the condition it was in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors.
7. Indemnification. Grantee hereby agrees to indemnify Grantor and Grantor's directors, officers, employees, agents, contractors, licensees, invitees, successors, assigns, and representatives (collectively, the "***Released Parties***") and to hold each of the Released Parties harmless from and against any injury to any party or property during any use of the Easement Area for damage or injury caused by (i) the activities of Grantee or its agents, employees or contractors pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of Grantee-Owned Public Sidewalk within the Easement Area or any other activities of any of the Grantee Parties undertaken in connection with this Agreement or upon the Grantor Property, or (ii) a defect or condition relating to the Grantee-Owned Public Sidewalk which did not arise from the acts of the Released Parties. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless the Released Parties for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of the Released Parties. Grantor will notify Grantee in writing within 7 calendar days of Grantor receiving notice of any claims against Grantor arising from or related to the easement from which Grantor is or will be seeking indemnification from Grantee. Failure to so notify Grantee shall not relieve Grantee from liability except to the extent that the failure materially prejudices Grantee. If the Grantee assumes conduct of the defense for a Released Party, the Released Party shall fully cooperate in the defense including without limitation the provision of documents, appropriate persons to give witness statements, attend examinations for discovery, make affidavits, meet with counsel, testify, and divulge all information reasonably required to defend the claim(s). 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.
8. No Merger. The easement hereby established shall not be terminated by merger.
9. 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.
10. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
11. 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
12. 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.

13. 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.
14. 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.
15. JHLT Consent. JHLT executes this Agreement for the limited purpose of verifying that the Grantee-Owned Public Sidewalk is permissible under the terms of the Conservation Easement.
16. Counterparts; Digital Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GRANTOR:

Rendezvous Land Conservancy,
a Wyoming nonprofit corporation

By: _____
Scott Pierson, President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2023 by Scott Pierson,
acting as President of Rendezvous Land Conservancy, a Wyoming nonprofit corporation.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2023 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

JHLT:

The Jackson Hole Land Trust,
a Wyoming nonprofit corporation

By: _____
Shawn K. Smith, Chair of the Board

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2023 by Shawn K. Smith in his capacity as Chair of the Board of the Jackson Hole Land Trust, a Wyoming nonprofit corporation.

Notary Public
My commission expires: _____

EXHIBIT A

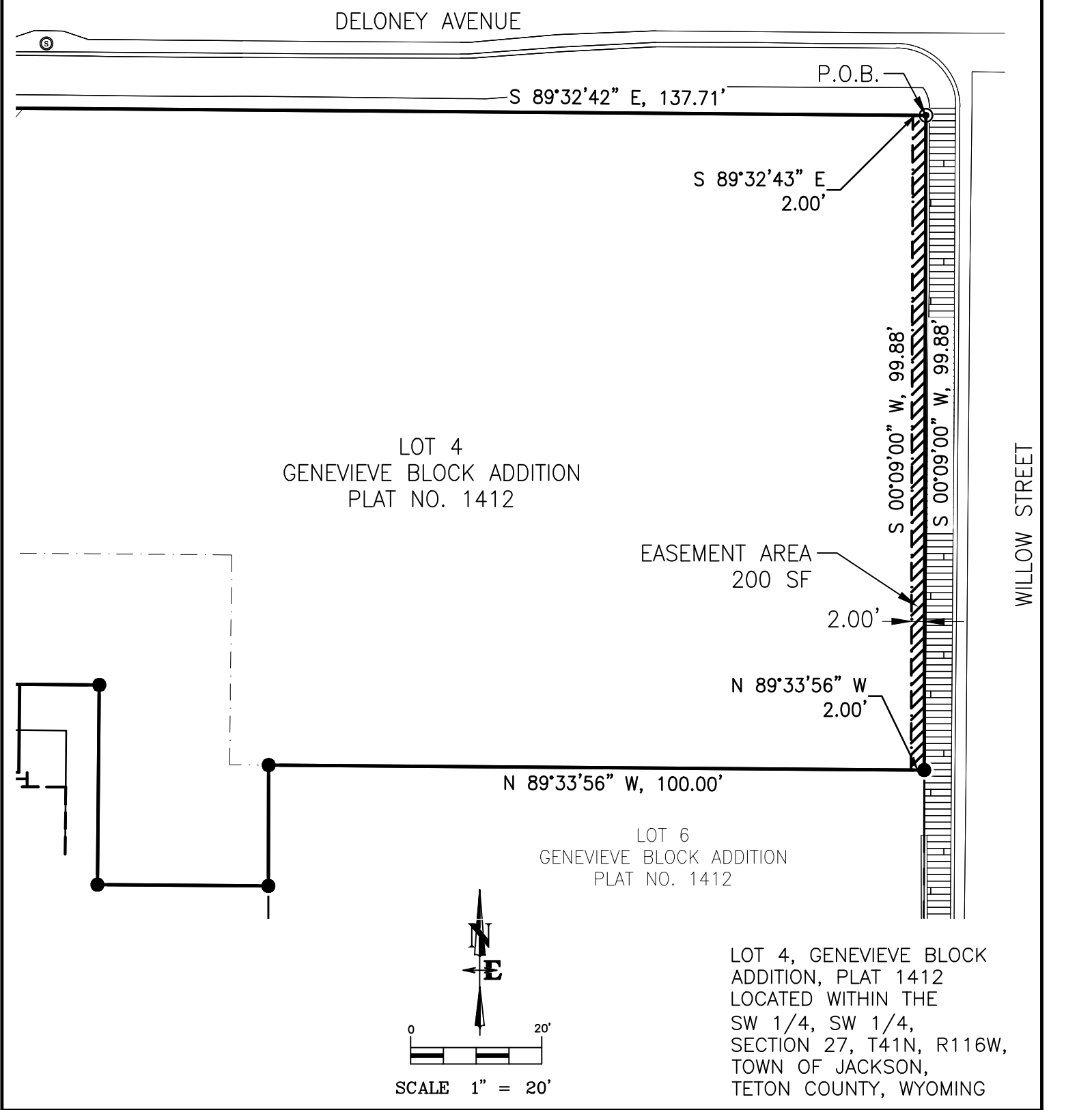
A 2 foot wide strip of land located within the SW 1/4 SW 1/4, Section 27, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, said strip being located within Lot 4, of Genevieve Block Addition to the Town of Jackson, Plat No. 1412, and being described as follows:

Being the easterly 2 feet of Said Lot 4.

Said strip contains 200 square feet, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

The Basis of Bearing being S00°09'00"W along the easterly line of Said Lot 4.

As shown hereon and by this reference made a part hereof.



DRAWING NO 1	DRAWING TITLE RENDEZVOUS LAND CONSERVANCY LOT 4, GENEVIEVE BLK., PLAT 1412 SIDEWALK EASEMENT	JOB NO 20-085-02	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	2/23/2023
				ENGINEERED	
				DRAWN	SK
				CHECKED	LR
				APPROVED	DD

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	P22-124 Sidewalk Access Easement Agreement and Encroachment Agreement – 175 E Broadway	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council consideration of two agreements:

- 1) an Easement for Public Access and Sidewalk Agreement from the property owner to the Town for installation of a sidewalk and proposed public loading zone turnout on the owner's property to be owned and maintained by the Town of Jackson; and,
- 2) an Encroachment Agreement for Landscaping within the right-of-way as part of the loading zone.

Requested Action.

Staff requests that Town Council review and approve execution of both agreements between the Town and the property owner.

Recommendations.

Staff recommends approving both agreements.

Background.

175 East Broadway Avenue is located on the northeast corner of East Broadway Ave. and North Willow St./Brunn Blvd., what is commonly known as the Genevieve Block. The property was recently purchased by the Jackson Hole Historical Society and Museum. The property is bordered by the Rendezvous Land Conservancy greenspace to the north, Weston House, LLC to the west, angled parking to the south, and NO PARKING on Brunn Blvd to the east, essentially isolating the property from typical delivery areas. The owner met with planning and public works staff multiple times to review the options for the site and the conclusion was that if the applicant was willing to provide the land for public sidewalk and pullout that this easement would provide the best solution for the surrounding neighborhood. While preserving pedestrian connectivity the pullout benefits the public by providing a loading zone for the businesses on East Broadway. The pullout benefits the museum by providing them a space to load exhibits and catering for events as well as provide convenient pick up and drop off for guests. Similar to the Center for the Arts South Cache Street loading zone. The applicant has provided a design in permit B22-0502 for a sidewalk and turnout along the east side of the property. As a public sidewalk and pullout, following acceptance of the infrastructure the Town will own and maintain the sidewalk and pullout. Applicant would be responsible for general upkeep to keep the area clear for use by the public and landscaping / irrigation within the right-of-way. Per state statute and Town Municipal code the property owner is responsible for snow and ice removal. At this time, Town staff removes snow along this corridor.

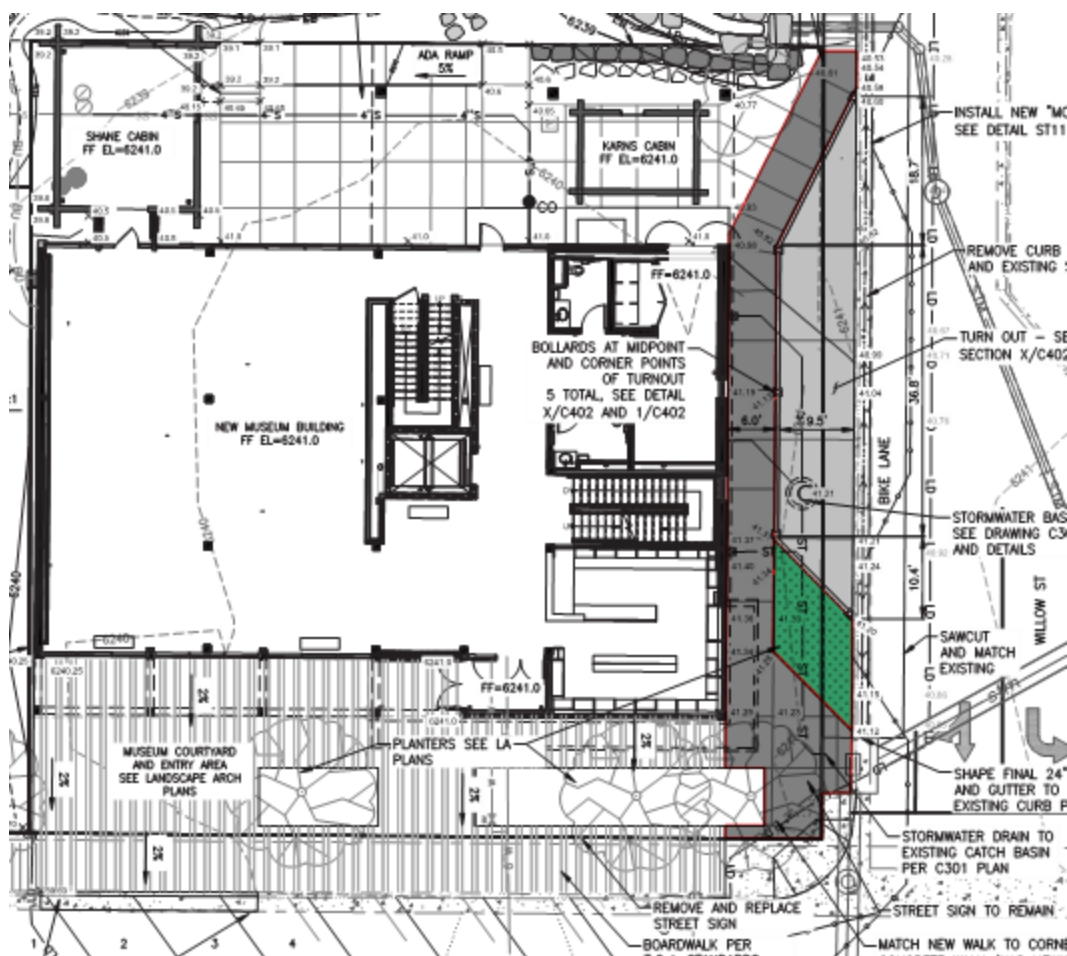


Figure 1: Proposed plan showing the sidewalk in dark grey, the loading zone in light grey, and landscaped area in green.

Analysis.

The improvements are consistent with the approved building permit and upgrade the sidewalk to an appropriate size for this area, while providing a public loading zone in the area.

Possible Alternatives.

- Town Council may choose to approve or deny the agreements.
- Town Council may direct staff to revise the agreements.

Comprehensive Plan & Priority Alignment.

While the Agreement and CMP do not directly relate to the Comp Plan, the proposed development supports the following Comp Plan Policies:

Common Value 2: Growth Management

4.1.d: Maintain Jackson as the economic center of the region.

The new museum on this property will attract visitors and new residents within easy walking distance to downtown Jackson shops, amenities, and transportation options.

4.2.d: Create a Downtown Retail Shopping District.

The addition of a museum as an attraction and some associated retail within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

Common Value 3: Quality of Life

6.2.b: Support businesses located in the community because of our lifestyle.

The Historical Society is a local organization that has been present in the community for many years. This proposed development will continue to support jobs both at this venue and others in Town. Maintaining a public educational component for local history perpetuates the character that defines the community.

6.3.a: Ensure year-round economic viability.

Locating the museum within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

7.1.c: Increase the capacity for use of alternative transportation modes.

The proposed redevelopment will accommodate all of the alternative modes of travel – walking, biking, and transit – to, from, and within the heart of downtown Jackson.

Fiscal Impact.

The easement is being provided by the museum at no cost. The museum is responsible for the costs of design and construction of the pull out, sidewalk, landscaping, etc.

There will be ongoing maintenance and replacement costs for the pullout and sidewalk. Ongoing costs for the landscaping are the responsibility of the property owner.

Staff Impact.

Town Engineering, Legal, and Planning staff contribute approximately 30 hours of staff time to discuss, deliberate, and review the request and then process and produce the Agreement. There will be ongoing maintenance and snow removal impacts for public works and parks and recreation staff.

Attachments or Links.

Access and Maintenance Easement Agreement

Encroachment Agreement for Landscaping

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

I move to approve the Access and Maintenance Easement Agreement and the Encroachment Agreement for Landscaping between the Town of Jackson and the Jackson Hole Historical Society and Museum, as presented in the attachment to this staff report , and authorize the Mayor to execute all necessary documents, subject to minor changes by staff.

EASEMENT FOR PUBLIC ACCESS AND SIDEWALK

This Easement For Public Access And Sidewalk (this “**Agreement**”) is made and entered into on this ____ day of _____, 2023 (“**Effective Date**”) by and between Jackson Hole Historical Society and Museum, a Wyoming nonprofit corporation, its successors and assigns, of P.O. Box 1005, Jackson Wyoming 83001 (“**Grantor**”), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 (“**Grantee**”).

RECITALS

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

Street Address: 175 East Broadway
Legal Description: Lot 6, Genevieve Block Addition, Plat 1412
PIDN: 22-41-16-27-3-35-006 (“**Grantor’s Property**”)

WHEREAS, Grantee is a municipal corporation that constructs, manages, maintains, repairs, and replaces sidewalk and roadway infrastructure, and necessary appurtenances thereto; and

WHEREAS, Grantor desires to grant an easement to and for the benefit of Grantee and the public on that portion of Grantor’s Property described and as shown on Exhibit A, attached hereto and made a part hereof by this reference (the “**Easement Area**”); and

WHEREAS, Grantor will construct at it sole cost all the amenities and improvements associated with the easement granted herein consistent with the approval of planning application P22-124; and

WHEREAS, a Conservation and Greenspace Easement recorded against the Grantor’s Property on August 16, 2019as Document No. 0975464 in the Office of the Clerk of Teton County, Wyoming (the “**Conservation Easement**”) is held by Jackson Hole Land Trust, a Wyoming nonprofit corporation (“**JHLT**”), and JHLT executes this Agreement for the limited purpose described herein.

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

1. Grant of Easement. Grantor hereby grants and conveys to Grantee an easement along, across, over, and under the Easement Area for the purposes of a public sidewalk and a public vehicle turnout, as follows:
 - a. Grantee shall have the right to operate, reinstall, inspect, repair, maintain, reconstruct, remove, and/or replace a public sidewalk and related pedestrian amenities and improvements including but not limited to benches, planters, planting areas, trees, and water fountains, along, across, over, and under the Easement Area (collectively referred to in this Agreement as the “**Grantee-Owned Public Sidewalk**”), all of which shall be initially constructed by and at the sole cost of Grantor. Grantee shall execute its rights in each instance substantially consistent in size, scope, and appearance with such improvements constructed by Grantee within the immediate vicinity and with the Downtown Design Overlay guidelines.
 - b. Grantee shall have the right to operate, sign, reinstall, inspect, repair, maintain, reconstruct, remove, and/or replace a vehicle turnout and related amenities and improvements along, across, over, and under the Easement Area (collectively referred to in this Agreement as the “**Grantee-Owned Public Turnout**”), all of which shall be initially constructed by and at the sole cost of Grantor. Grantee shall execute its rights in each instance substantially consistent in size, scope, and appearance with such improvements constructed by Grantee within the immediate vicinity and with the Downtown Design Overlay guidelines.

Grantee may do and perform all acts reasonably necessary to construct, operate, install, inspect, repair, maintain, reconstruct, remove, and/or replace Grantee-Owned Public Sidewalk and Grantee-Owned Public Turnout along, across, over, and under the Easement Area, and operate thereon all reasonably necessary machinery and equipment, and Grantee shall have the right, subject to compliance with the terms, conditions and requirements of the Conservation Easement, to cut, trim, and remove trees, brush, or shrubbery, or weeds, or to remove improvements which may encroach upon, burden, or interfere with the easement herein granted.

Grantee, its agents, employees, and contractors shall have the right of ingress and egress as reasonably necessary to and from the Easement Area across the Grantor's Property for the purpose of constructing, operating, installing, inspecting, repairing, maintaining, reconstructing, removing, and/or replacing the Grantee-Owned Public Sidewalk and Grantee-Owned Public Turnout which is at any time located in the Easement Area. In addition, the public shall have the right to use the Grantee-Owned Public Sidewalk and Grantee-Owned Public Turnout.

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. The activities contemplated hereby will be undertaken in a fashion so as not to unreasonably interfere with Grantor's use of Grantor's Property.
3. Limitations on Grantor Use. No landscaping (other than sod or grass), trees or shrubs (other than as approved by Town permit), buildings, fences, or other structures shall be placed or maintained in the Easement Area or within such proximity to said Area to unreasonably interfere with the construction, operation, installation, inspection, repair, maintenance, reconstruction, removal and/or replacement of the Grantee-Owned Public Sidewalk and Grantee-Owned Public Turnout.
4. Maintenance. Grantor, its successors, and assigns, shall be responsible for all daily upkeep of, ensuring the ability of public users to safely travel on, and snow removal from the Easement Area. Grantee is responsible for the repair, maintenance, reconstruction, and replacement of the Grantee-Owned Public Sidewalk and the Grantee-Owned Public Turnout. Furthermore, Grantee shall be responsible for damage to the Easement Area caused by the Grantee its agents, employees, or contractors pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of Grantee-Owned Public Sidewalk or Grantee-Owned Public Turnout. Grantee shall give Grantor at least 7 calendar days' advance written notice of its intent to exercise its rights under this Agreement for any planned work regarding the Easement Area. Notwithstanding the foregoing, no such notice shall be required for emergency work; however, Grantee shall use reasonable efforts to notify Grantor of its intent to exercise its rights under this Agreement for such emergency work.
5. Removal. Grantee has the right to remove either or both of the Grantee-Owned Public Sidewalk or Grantee-Owned Public Turnout upon 180 days' notice to Grantor. Upon removal the Easement Area shall be restored to a graded area landscaped with sod, and this Agreement shall automatically terminate with respect to the Grantee-Owned improvements so removed and the area from which such improvements were removed.
6. Restoration. Grantee covenants and warrants that Grantee shall, at Grantee's sole cost, restore the surface of the Easement Area and Grantor's Property that is disturbed by Grantee's work within 30 days from completion of Grantee's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors.
7. Indemnification. Grantee hereby agrees to indemnify Grantor, its directors, officers, employees, agents, contractors, licensees, invitees, successors, assigns, and representatives (collectively, the "**Released Parties**") and to hold each of the Released Parties harmless from and against, any injury to any party or property during any use of the Easement Area for damage or injury caused by (i) the activities of Grantee, its agents, employees or contractors (together, the "**Grantee Parties**") pertaining to the construction, operation, installation, inspection, repair, maintenance, reconstruction, or replacement of Grantee-Owned Public Sidewalk and Grantee-Owned Public Turnout within the Easement Area or any other activities of any of the Grantee Parties undertaken in connection with this Agreement or upon the Grantor Property, or (ii) a defect or condition relating to the Grantee-Owned Public Sidewalk or Grantee-Owned Public Turnout which did not arise from the acts of the Released Parties. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless the Released Parties for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of the Released Parties, the public, or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within 7 calendar days of Grantor receiving notice or becoming aware of any claims against Grantor arising from or related to the easement from which Grantor is or will be seeking indemnification from Grantee. 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.
8. No Merger. The easement hereby established shall not be terminated by merger.

9. 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.
10. Governing Law; Jurisdiction; Construction. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
11. 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
12. 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 and 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.
13. 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.
14. 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.
15. JHLT Consent. JHLT executes this Agreement for the limited purpose of verifying that the Grantee-Owned Public Sidewalk and Grantee-Owned Public Turnout is permissible under the terms of the Conservation Easement.
16. Counterparts; Digital Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

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GRANTOR:

JACKSON HOLE HISTORICAL SOCIETY AND MUSEUM,
a Wyoming nonprofit corporation

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023 by _____, as
_____ of Jackson Hole Historical Society and Museum.

Notary Public
My commission expires: _____

GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, _____ 2023 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

JHLT:

The Jackson Hole Land Trust,
a Wyoming nonprofit corporation

By: _____
Shawn K. Smith, Chair of the Board

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2023 by Shawn K. Smith in his capacity as Chair of the Board of the Jackson Hole Land Trust, a Wyoming nonprofit corporation.

Notary Public
My commission expires: _____

TOWN OF JACKSON
ENCROACHMENT AGREEMENT for LANDSCAPING

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2023 ("**Effective Date**") by and between Jackson Hole Historical Society & Museum, a Wyoming nonprofit corporation, its successors and assigns, of P.O. Box 1005, Jackson Wyoming 83001 ("**Encroaching Party**"), and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Town**") together "Parties."

WHEREAS, the Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 175 East Broadway
Legal Description: Lot 6, Genevieve Block Addition, Plat 1412
PIDN: 22-41-16-27-3-35-006

WHEREAS, the Town is owner of the right-of-way known as North Willow Street, which right-of-way adjoins Encroaching Party's property.

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

Installing, repairing, maintaining, reconstructing, replacing, and removing street planter(s) irrigation, grass, plants, shrubs, trees, topsoil, mulch, and the like (together the "Encroaching Property").

WHEREAS, on March 6, 2023 (P22-124) the Jackson Town Council voted to approve and authorize the mayor to sign the Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and the following conditions:

1. Encroachment requires Town Council Approval.
2. Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Applicant is responsible for all Teton County Clerk recording fees.

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in or to the North Willow Street right-of-way by adverse possession or otherwise due to the encroachment and hereby expressly acknowledges the rights of the Town established pursuant to the encroachment.

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

1. CONVEYANCE AND QUITCLAIM:

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

2. AGREEMENT TO ALLOW ENCROACHMENT:

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property within the right-of-way known as North Willow Street to the extent set forth herein.

3. ENCROACHING PARTY OBLIGATIONS

Encroaching Party is solely responsible for the installation, repair, maintenance, reconstruction, replacement, and removal of the Encroaching Property. The installation, repair, maintenance, reconstruction, replacement, and removal of the Encroaching Property will be at no cost to the Town. Maintenance of the Encroaching Property includes, but is not limited to, the irrigation system; the watering of; the planting and, as needed to maintain the standards set forth herein, the replanting of plants/trees; the upkeep of bedding and border materials; and all aspects of the original project in an attractive, presentable, and safe status consistent with Town levels of maintenance and upkeep.

4. RIGHT TO MAINTAIN:

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

5. RELEASE OF CLAIMS:

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

6. INDEMNIFICATION:

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

7. BINDING COVENANT:

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

8. TERM OF AGREEMENT:

- a. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Encroaching Property is removed, demolished, or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed 2 years) after such event, the Encroaching Party at their sole cost initiates repairs, replacements, or reconstruction of the Encroaching Property in the same outside dimensions and configurations as the original Encroaching Property, then all its rights shall be reinstated nunc pro tunc, and in the case of replacement or reconstruction to the extent allowed by development regulations at the time of replacement or reconstruction, and preserved on the same terms set forth in this Agreement.
- b. Upon the development of compelling municipal interests with which the Encroaching Property may interfere, the Town has the right to remove the Encroaching Property with 30 days' notice. Notwithstanding the foregoing, no such notice shall be required for emergency or unplanned work; however, Town shall use reasonable efforts to notify Encroaching Party of its intent to exercise its right under this Agreement for such emergency or unplanned work.

9. NO THIRD-PARTY BENEFICIARY:

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

10. HEADINGS:

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

11. MODIFICATION IN WRITING:

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

12. BINDING EFFECT AND SEVERABILITY:

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

13. RECORDING:

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

14. GOVERNING LAW AND FORUM:

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

15. GOVERNMENTAL IMMUNITY:

The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

16. WAIVER:

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

17. ENTIRE AGREEMENT:

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

18. COUNTERPARTS; ELECTRONIC SIGNATURES

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

[signatures follow on next page]

ENCROACHING PARTY

By:_____

Print Name:_____

Its: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as its
property owner this____day of_____, 2023.

Witness my hand and official seal.

Notary Public

My commission Expires:

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

By: _____
Hailey Morton Levinson, Mayor

Date: _____
ATTEST: Riley Taylor, Town Clerk

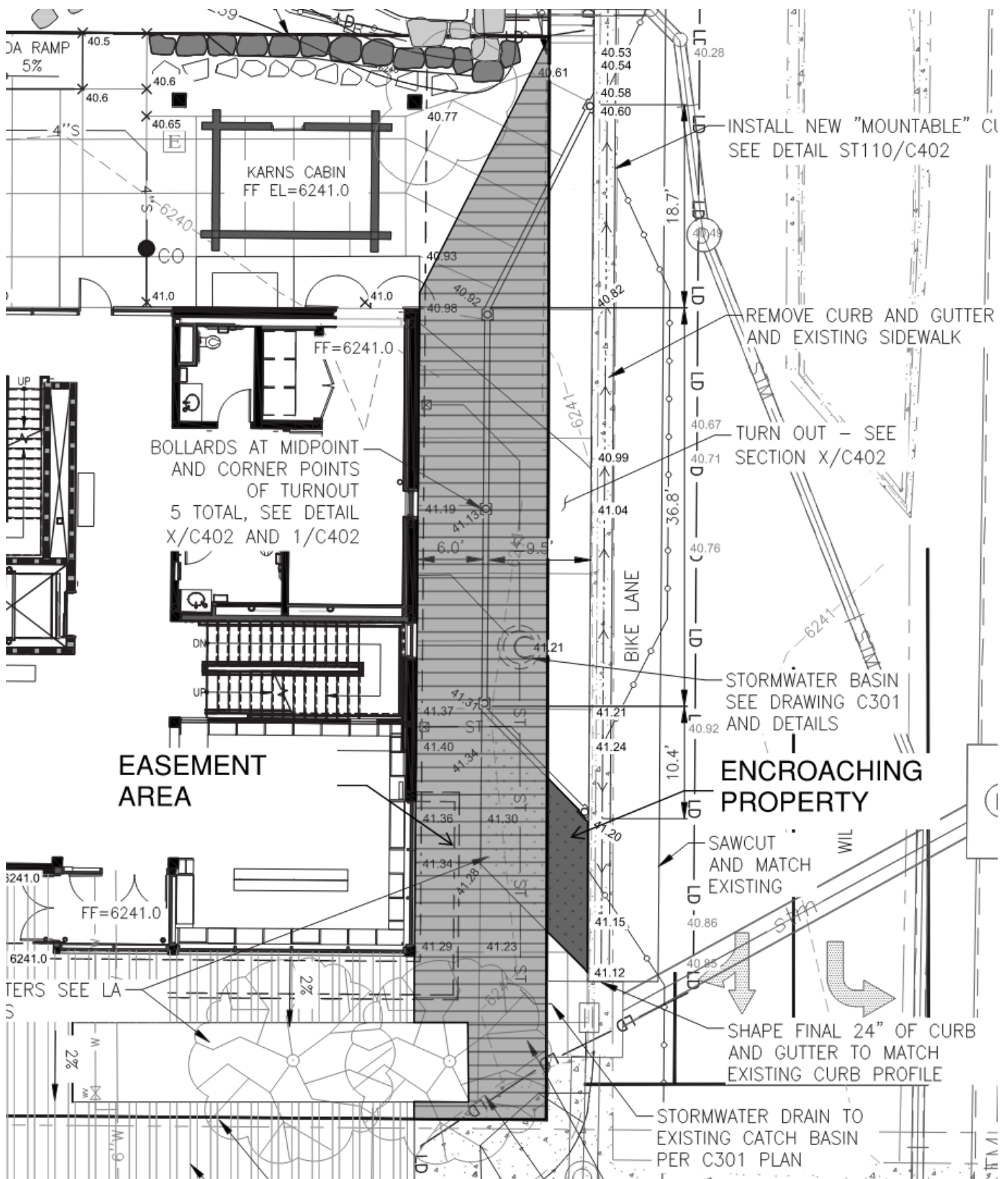
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2023.

Witness my hand and official seal.

My commission Expires:

Notary Public



DRAFT EXHIBIT A TO AGREEMENT
WITH THE TOWN OF JACKSON
TO BE FINALIZED PRIOR TO RECORDING

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	P22-199 – 295 West Pearl Ave. – Encroachment Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to present to the Town Council for its approval of an Encroachment Agreement with Teton Gables, LLC., the owners of 295 W Pearl (old Twin Cinema movie theater) for changes to existing canopy, deck, posts, and display cases that extend approximately 2 to 6 feet into the Town right-of-way along the south and west sides of the existing structure.

Requested Action.

Staff requests that Town Council approve the Encroachment Agreement and authorize the mayor to execute it.

Recommendations.

Staff recommends that Town Council approve the Encroachment Agreement and authorize the mayor to execute it subject to the following conditions:

1. All encroachments should comply with Town of Jackson Land Development Regulations 2.2.1.C.1 - Covered Walkway regulations. Final dimensions to be approved with building permit B22-1063.
2. Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Stormwater drainage shall be into the building or collected and conveyed toward the building and not towards the street. No runoff onto the sidewalk is allowed.
4. Applicant is responsible for all Teton County Clerk recording fees.
5. The owner must agree not to erect any signs obstructing or otherwise compromising the usefulness and/or effectiveness of any traffic control devices or restricting sight distance in the vicinity.
6. When necessary the Town reserves the right to use the canopy or posts in lieu of street sign posts.

Background.

The property was formerly occupied as a movie theater with a marquee extending into the public right-of-way on the south-west corner of the building. The existing structure is being redeveloped into commercial/office space. Specific to this project and the allowed setbacks, a new canopy is proposed along the west side of the building per the DRC review, the existing marquee will be transformed into an outdoor deck, the existing support columns will be replaced, and the existing movie poster display cases will remain attached to the outside of the building.

Per Town of Jackson Municipal code, 12.08.030 an Encroachment Agreement is required to construct or maintain private building or building foundation improvements including projections and canopies within the public way. The existing marquee was constructed prior to this code and no prior encroachment agreement has been executed and recorded for the existing marquee, columns, or display cases.

The existing marquee extends between 5 and 6 feet off the property boundary as it wraps around from South Jackson Street to West Pearl Ave. with four support columns, the marquee dimensions will remain relatively unchanged as it transforms into a new deck.

A new canopy will be placed along the west side of the building and will extend roughly 2.25 feet beyond the property line on South Jackson Street for a length of 18.5 feet. Storm drainage has been included in the canopy design and new deck design to control runoff while providing cover at the building's main and secondary entries. The canopy, deck, support

columns, and movie poster display cases are all included as part of Application P22-199. The application was approved with conditions documented in the Recommendations section of this report.

Analysis.

This encroachment is consistent with the characteristics of this neighborhood. The character of the old movie theater business will remain.

Possible Alternatives.

Town Council may choose to approve or deny this request.

Comprehensive Plan & Priority Alignment.

This application supports Comp Plan ***Common Value 3: Quality of Life:***

6.2.b: Support businesses located in the community because of our lifestyle.

This proposed development will continue to support jobs.

6.3.a: Ensure year-round economic viability.

The addition of office facilities within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

Fiscal Impact.

There are no fees for this agreement.

Staff Impact.

Town Planning, Legal, and Engineering staff coordinate to process and produce the encroachment agreement, 8-12 hours of staff time.

Attachments or Links.

1. Encroachment Agreement.

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

I move to approve the Encroachment Agreement between the Town of Jackson and *Teton Gables LLC*, subject to minor further changes by the Town Engineer and Town Attorney and authorize the mayor to execute the Encroachment Agreement.

TOWN OF JACKSON ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, by and between Teton Gables, LLC, with an address of PO Box 6467, Jackson, Wyoming 83001, hereinafter referred to as ("Encroaching Party") and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as ("Town"), together ("Parties"). This Agreement shall be effective upon its recordation in the Office of the Teton County, Wyoming Clerk

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 295 West Pearl Avenue
Location: LOT 7, BLK. 3, WORT-1
PIDN: 22-41-16-33-1-03-005

WHEREAS, the Town is the owner of that certain public right-of-way known as South Jackson Street and West Pearl Avenue, which public right-of-way adjoins Encroaching Party's property;

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

Overhead deck and canopy, and movie poster display cases as shown in Building Permit B22-1063 plans, (hereinafter "Encroaching Property").

WHEREAS, on March 6, 2023 the Jackson Town Council voted to approve and authorize the mayor to sign the Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and the following conditions:

1. This Encroachment Agreement is for the approval of the following:
 - a. 3 Movie Poster Display Cases shown on attached figures to the Agreement.
 - b. Marquee Canopy with support columns at existing locations.
 - c. "Canopy B" at proposed west entrance to building.
2. Encroachment requires Town Council Approval.
3. Applicant shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
4. Stormwater drainage shall be into the building or collected and conveyed toward the building and not towards the street. No runoff onto the sidewalk is allowed.
5. Applicant is responsible for all Teton County Clerk recording fees.
6. The owner must agree not to erect any signs obstructing or otherwise compromising the usefulness and/or effectiveness of any traffic control devices or restricting sight distance in the vicinity.
7. When necessary the Town reserves the right to use the canopy or posts in lieu of street sign posts.

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

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

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

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

2. AGREEMENT TO ALLOW ENCROACHMENT:

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend

beyond the boundary line of the Property and to encroach within the Town right-of-way to the extent set forth herein. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

3. ENCROACHING PARTY OBLIGATIONS:

Encroaching Party must:

- A. Maintain the Encroaching Property in a safe and structurally sound manner. All repairs and reconstruction work must be completed such that thereafter the Encroaching Property meets the standards of the Building Code of the Town of Jackson adopted at the time of repair and reconstruction.
- B. Maintain the Encroaching Property such that it does not allow water, rain or otherwise, to leak onto the sidewalk.
- C. When removing snow from the Encroaching Property to the Town right-of-way, remove the snow from the Town right-of-way at the same time of removal from the Encroaching Property. Encroaching Party is responsible for obtaining any required permits for the snow removal.

4. RIGHT-OF-WAY ACCESS:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the encroachment, absent written approval (including applicable regulatory approval) of the Town.

5. RELEASE OF CLAIMS:

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

6. INDEMNIFICATION:

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

7. BINDING COVENANT:

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

8. DESTRUCTION; ALTERATION; AND REMOVAL:

- A. The Encroaching Property may remain in place, as set forth in this Agreement, until such time as the Encroaching Property is demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party hereunder to the encroachment shall cease. In such case, the Encroaching Party may within two years

after such event, at their sole cost initiate repair, replacement, or reconstruction of the structure in the same outside dimensions and configurations as the original Encroaching Property and, if so repaired, replaced, or reconstructed, this Agreement will remain in full force and effect.

- B. The Encroaching Party shall at no time permit, construct, reconstruct, or place any additional structures, facilities, or other encroachments upon the permitted area of the Town public way without written consent of the Town. The Encroaching Party shall at no time alter or reconstruct the Encroachment Property without prior written approval of the Town.
- C. The Encroaching Party understands, acknowledges, and agrees that upon written notice, the Town can terminate this Agreement where the Encroaching Property interferes with, hinders, or obstructs construction, reconstruction, or maintenance of the public way and the Encroaching Party will remove their encroachment from the public way within such time as set forth in the notice, with no cost or expense to the Town. The Encroaching Party agrees that if they fail to remove the encroachment within the time specified in the notice, any costs incurred by the Town to remove the Encroaching Property will be borne by the Encroaching Party. The notice sent pursuant to this section shall provide no less than ninety days' notice for removal of the Encroaching Property. Notwithstanding the foregoing, in the case of emergency, no such notice shall be required; however, Town shall undertake all reasonable efforts to provide notice to the Encroaching Party of the work.

9. RECITALS PART OF AGREEMENT:

The representations, covenants, and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.

10. NO THIRD-PARTY BENEFICIARY:

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

11. HEADINGS:

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

12. MODIFICATION IN WRITING:

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

13. BINDING EFFECT AND SEVERABILITY:

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

14. RECORDING:

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

15. GOVERNING LAW AND FORUM:

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

16. GOVERNMENTAL IMMUNITY:

The Town of Jackson does not waive its governmental immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

17. WAIVER:

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

18. ENTIRE AGREEMENT:

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

19. COUNTERPARTS; ELECTRONIC SIGNATURES

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

[signatures follow on next page]

ENCROACHING PARTY

By:_____

Print Name:_____

Its: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as its
property owner this____day of_____, 2023.

Witness my hand and official seal.

My commission Expires:

Notary Public

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

By: _____
Hailey Morton Levinson, Mayor

Date: _____
ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2023.

Witness my hand and official seal.

My commission Expires:

Notary Public



CANOPY A ELEVATION

1/4" = 1'-0"

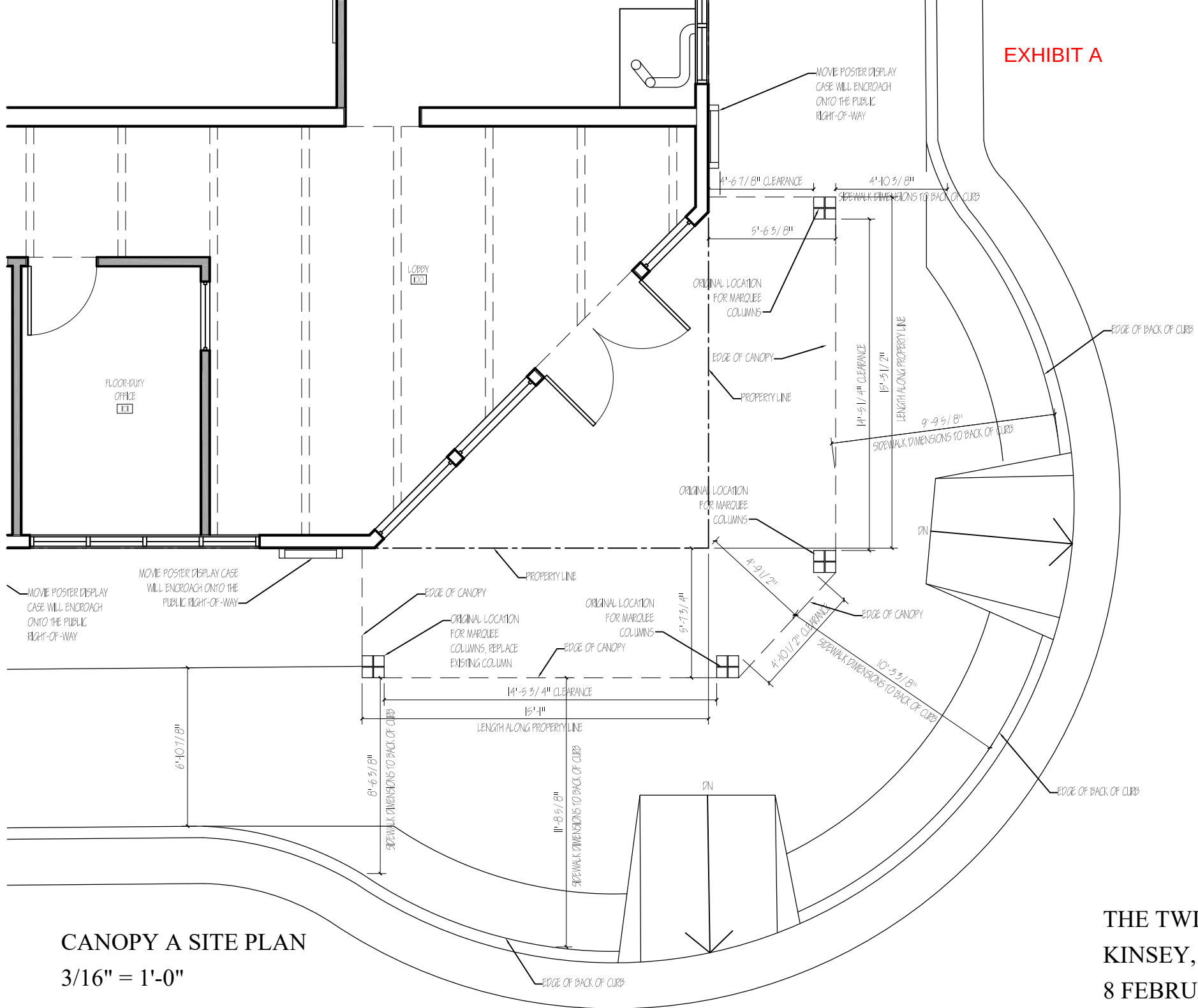
THE TWIN
KINSEY, LLC
1 MARCH 2023



CANOPY A ELEVATION

1/4" = 1'-0"

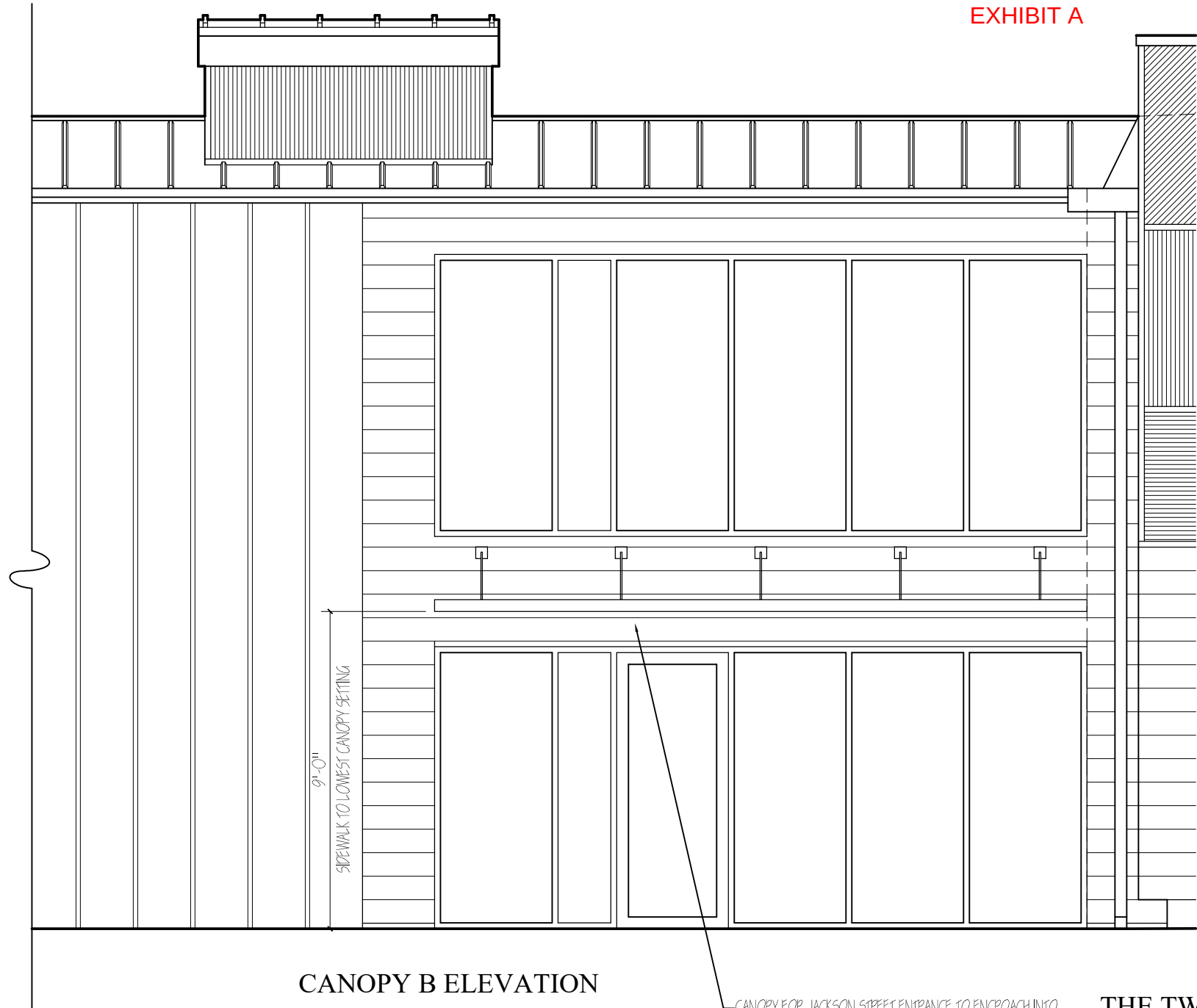
THE TWIN
KINSEY, LLC
1 MARCH 2023



CANOPY A SITE PLAN

$$3/16'' = 1'-0''$$

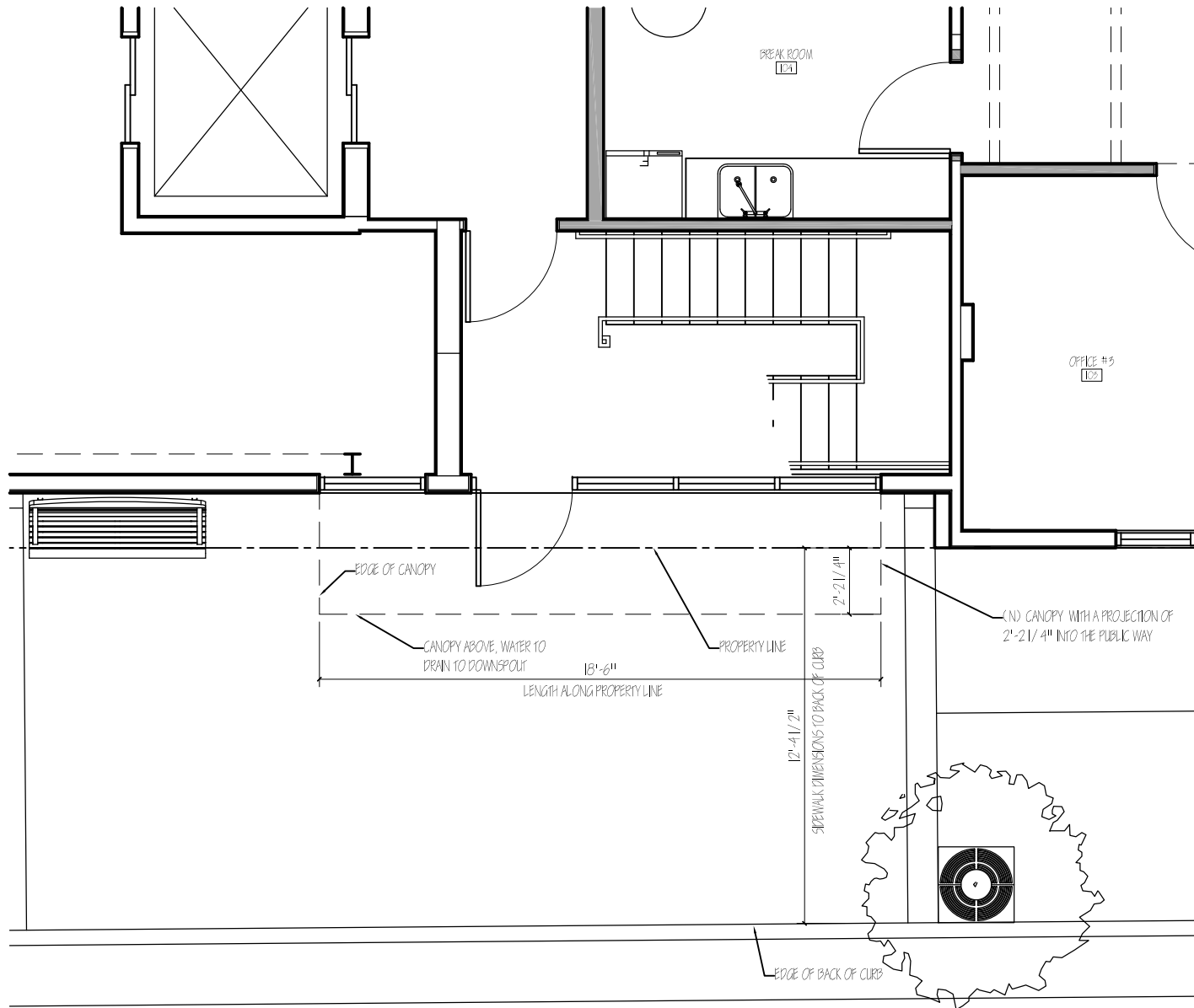
EXHIBIT A



CANOPY B ELEVATION

1/4" = 1'-0"

THE TWIN
KINSEY, LLC
1 MARCH 2023



CANOPY B SITE PLAN

3/16" = 1'-0"

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	West Gill Ave. & Alley Sewer Project	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to obtain approval to amend the budget and award a contract to construct the West Gill Ave. & Alley Sewer Project (the "Project") on West Gill Ave. between North Cache St. and Flat Creek.

Requested Action.

Staff requests that Council approve the FY23 budget amendment and award the contract to construct the Project.

Recommendations.

Staff recommends that Council approve the FY23 budget amendment and award the contract for construction of the Project to Ridgeline Excavation, Inc. of Jackson, Wyoming.

Background.

The Project is a sewer main replacement and sewer service reconnection project along West Gill Ave. The project will replace an old clay line that requires routine maintenance and reconnect sewer services from an old clay line to a newer main running parallel to it. The project was let out for bid in January and bids were opened on February 9, 2023.

The town received two bids that exceeded the engineer's estimate, provided in the Analysis below.

The project was previously let out to bid in 2022 when only one bid was received from Avail Valley Construction, in the amount of \$807,600.00. This bid exceeded the budget and the project was not presented to Council for award.

Analysis.

The Town received two construction bids for the project:

- | | |
|--|----------------------|
| 1) Ridgeline Excavation, Inc. of Jackson, WY | \$ 864,433.00 |
| 2) Avail Valley Construction – WY, LLC. of Jackson, WY | \$ 1,218,777.00 |

Ridgeline Excavation, Inc. of Jackson, WY was found to be the lowest responsive bidder.

The engineer's estimate for the project was \$ 456,881.00. Discussion following the bids indicates that the discrepancy between the bid price and the engineer's estimate is likely attributable to contractor's risk. The work proposed in the Project is tedious sewer service work and a sewer main installation in a tight dead-end alley, both involving existing utilities to work around. When committing to a bid price, the contractors aim to protect themselves from the unknown that tends to lead to higher costs when work is tedious or unknown. With three bids received to date and costs for service and main installation well above the estimates, it is staff's conclusion that in a bid contract situation the cost to do this work is higher than estimated.

Possible Alternatives.

Possible alternatives for this item include:

- 1) Approve the Budget Amendment and award the contract to Ridgeline Excavation, Inc.
- 2) Award the contract with a reduced scope of work in order to meet the project budget.
- 3) Do not award the contract to construct and bid again at a later date.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan and helps to fulfill the goal to provide municipal services necessary to support the residential, business, environmental, and historical interests that define our community. Our services enhance the quality of life for those who live here and enhance the experience for our guests.

Fiscal Impact.

Because the FY22 funds were not rolled forward into the FY23 budget, when staff decided to re-bid the project it was based on the premise that unappropriated funds are available and that the award of the contract would include requesting an amendment to the FY23 budget with the next budget resolution from the Sewer Enterprise fund. The amount of the amendment is to complete the project for the bid cost plus construction administration and management costs.

An amendment to the FY23 budget is requested to fund \$920,000 for this project. The amendment would include the following:

1. Reallocate \$75,000 from Save the Block Alley line item into Gill Ave & Alley line item.
2. Allocate the remaining \$845,000 from the Sewer Fund.

Staff Impact.

Some coordination between the Contractor and Engineering Staff will be necessary. It is estimated that 10 to 20 hours/week of Public Works staff time shall be required if the contract is awarded, and staff is directed to proceed with construction as scheduled.

Stakeholders include businesses along the project route during construction and Public Works Wastewater Division Staff who maintain and operate the collection system. Community outreach will begin following award of the contract for all the businesses and residences along the alley and West Gill Ave. with flyers and when possible, in person meetings. There will be open communication with all businesses and residences via email updates.

Attachments or Links.

None.

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

I move to direct staff to move forward with the project, amend the FY2023 Gill Ave. & Alley Sewer capital fund in the amount of \$920,000.00 as described herein with the next budget resolution and award the W. Gill Ave. Sanitary Sewer Service Replacement project to Ridgeline Excavation, Inc. of Jackson, Wyoming and authorize the Mayor to execute the contract, subject to minor changes by staff.

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Pathways	Presenter:	Brian Schilling
Agenda Item:	Bruun Boulevard Protected Bike Lane	Public Comment	Yes

Purpose & Policy Considerations.

To consider constructing one block of protected bike lane on the west side of Bruun Blvd. between Broadway and Deloney in conjunction with the Historical Museum construction project.

Requested Action.

Staff is requesting approval from Council to proceed with final design of a protected bike lane on the west side of Bruun Blvd. and to coordinate construction in conjunction with the Historical Museum construction project in 2023.

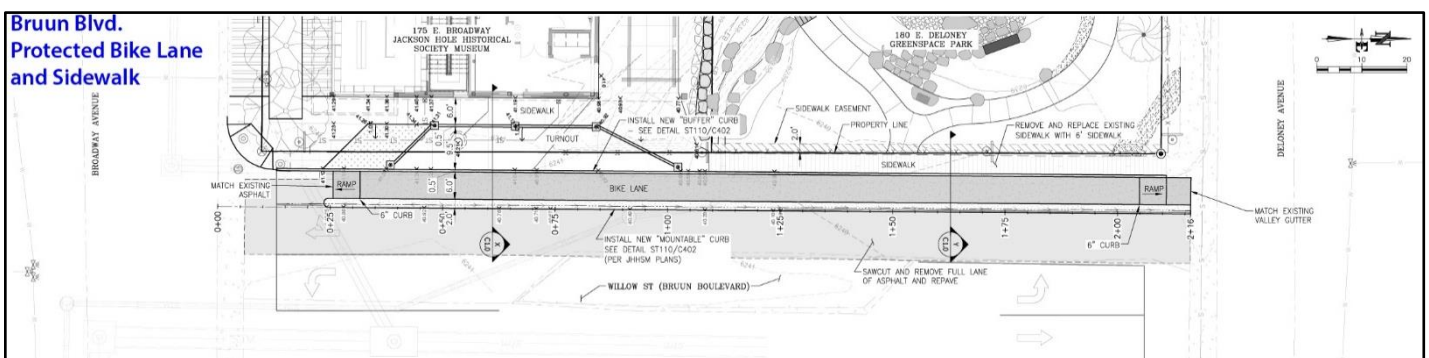
Recommendations.

Staff recommends approval.

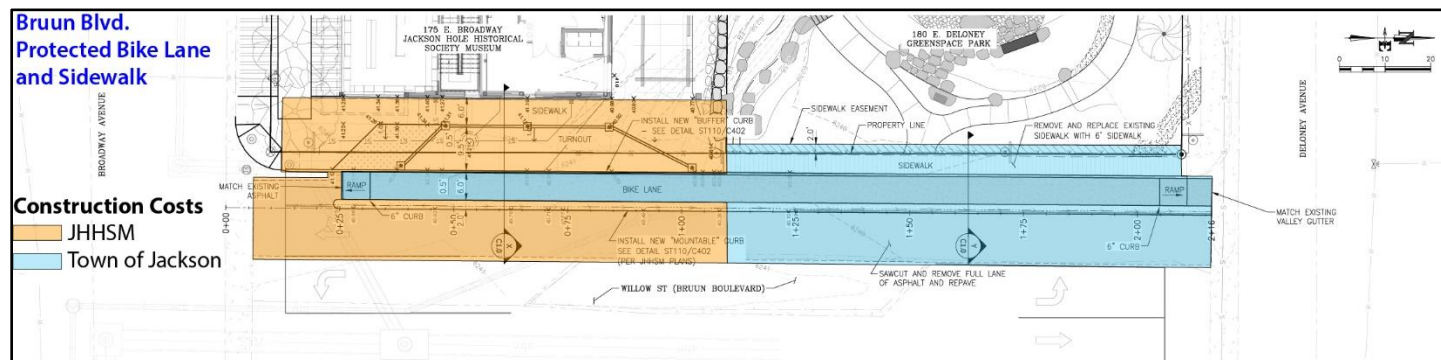
Background.

The Jackson Hole Historical Society and Museum (JHSM) began construction last summer on their new museum building at the corner of East Broadway and Bruun Blvd. As part of that project, the JHSM will be reconstructing the south half of the west side of Bruun Blvd., including the sidewalk on the south half of Bruun and a new vehicular turnout/idling area adjacent to the sidewalk. During the development review process, staff suggested constructing a protected bike lane in conjunction with the other street/sidewalk construction, but the bike lane did not make it into the permitted development as a requirement. However, over the winter, the project construction manager contacted Town staff and offered to construct the bike lane in spring 2023 in conjunction with the sidewalk construction if the Town could provide updated construction drawings and funding for the additional work. Town staff enlisted Nelson Engineering to provide updated plans and a cost estimate for adding the protected bike lane on the west side of Bruun Blvd. Between Broadway and Deloney.

The current approved construction permit for the Museum project includes the vehicle turnout area and constructing the sidewalk, realigning the curb, and repaving the southbound travel lane all on the south half of the block. All work is on the west side of the block—there are no changes proposed on the east side of Bruun Blvd. The revised construction plan will retain these elements, will add the protected bike lane for entire length of the block (on the west side), and will widen the sidewalk on the north half of the block. The curb will be adjusted along the entire block.



The Town would be responsible for funding construction of the bike lane for the entire block and all curb adjustment, travel lane repaving, and sidewalk construction on the north half of the block. The JHSM would be responsible for all elements included in their original building permit including the vehicle turnout, sidewalk, curb adjustment, and travel lane repaving on the south half of the block.



Analysis.

The protected bike lane is recommended due to the high volume of vehicular and bicycle traffic on Bruun Blvd., the location of the project along a primary bicycle route through Town, and the addition of the new vehicle turnout/idling area.

Bruun Blvd. is part of the Willow Street Safe Routes corridor and the larger North Jackson Bicycle Route. Last summer, the Town installed seasonal buffered bike lanes along Willow Street (and including Bruun Blvd.) between Snow King Avenue and Gill Avenue. Staff will be providing a review of the seasonal bike lanes at the March 20th Town Council meeting. The Willow Street Safe Route provides a safe connection for people walking or on bike from Snow King Avenue to the north end of town and the North 89 Pathway. It provides access to numerous destinations along the route such as the Rec Center, Jackson Elementary School, Hidden Hollow housing, Snow King Resort, the downtown commercial areas, and other housing.

It is particularly important to provide bicycle and pedestrian facilities that physically separate users from motor vehicles along corridors that serve both high volumes of vehicle traffic and high volumes of people walking and biking (including many kids and other less experienced riders) such as Willow Street and Bruun Blvd. The separated facilities provide a higher level of safety and comfort that help make cycling and walking viable options for transportation. They also contribute to the overall accessibility of downtown Jackson in a manner consistent with the goals of the Comprehensive Plan.

The Museum construction project provides an excellent opportunity to combine the bike lane construction with the ongoing street and sidewalk construction. This will minimize overall cost and future disruption to the site as it will be easier and cheaper to construct the bike lane while the area is under active construction and before the Museum is up and running.

At this time, it is proposed to construct protected bike lanes only on the west side of Bruun Blvd. where the Museum project will be disturbing the existing street and sidewalk, and not along the full length of Willow St. from Snow King Avenue north. While more discussion and additional planning are needed on the larger Willow Street Safe Routes corridor before any permanent changes are proposed, Bruun Blvd. is a somewhat unique segment with different characteristics within the Willow Street corridor in that the one-block section on Bruun does not have on-street parking but does have a 3-lane cross section (and now essentially four lanes of vehicle space with the addition of the vehicle turnout area) and a landscaped median. Any concerns about reapportioning public space from private car storage to improved mobility for

non-motorized users are not applicable to the Bruun Blvd. section as they might be on other sections of Willow. The broader discussion about the Willow Street Safe Routes project will return to Council on March 20th.

Possible Alternatives.

Alternatives include a no-build option. This is not recommended due to the addition of the new vehicle turnout/idling area and the need for a protected bike lane for public safety. The turnout area creates a conflict point “mixing zone” where vehicles accessing the turnout will cross the path of a cyclist using the bike lane. This decreases safety for non-motorized users along the well-traveled bike route. The proposed design will still have a crossover point, but it will be behind a raised curb which provides a better buffer between vehicles and people on bikes or walking than having the crossover occur in the roadway.

One alternative to the initial proposed design would be to route the bike lane behind the vehicle turnout. This would eliminate conflicts between people on bikes and vehicles accessing the turnout area and would be a safer overall design. Staff recommends exploring this option further as it would provide significant safety benefits.

Other alternatives could include incorporating additional elements to increase the safety and functionality of the protected bike lane. Currently, the proposed design provides a very basic ramp at either end of the block so that the protected bike lane simply merges with the existing striped bike lane. This design is proposed for the time being in order to keep initial construction costs down and to not delay the design or construction process. In the long term, the protected bike lane should incorporate design elements at the block corners such as setback crossings, protected queuing areas, and improved integration with the pedestrian components.

Comprehensive Plan & Priority Alignment.

Excerpts from the Jackson/Teton County Comprehensive Plan:

Principle 7.1—Meet future transportation demand with walk, bike, carpool, transit, and micromobility infrastructure.

“Increasingly, the transportation network will be an interconnection of walking, biking, carpool, and transit infrastructure that makes the single-occupancy vehicle the least convenient mode of travel.”

Policy 7.1.b: Create a transportation network based on “complete streets” and “context sensitive” solutions...prioritizing the movement of pedestrians, bicyclists, carpoolers, and transit riders.

Policy 7.2.b: Discourage use of single-occupancy vehicles

Policy 7.3.e: Require development to provide for walking, biking, carpooling and transit

“A critical component of informed transportation planning is the concurrent review of transportation impacts with land use applications. As land use decisions are made that will result in transportation impacts, the Town and County should require that impacts be identified and mitigated. Development decisions will be made with an equal and concurrent consideration of both land use and transportation impacts. The Town and County will require facilities and building orientations that promote transit, walking, and biking. Specific provisions for **walk, bike**, carpool, and transit infrastructure will be required in all developments, **including the provision of sidewalks, pathways, easements, transit infrastructure, and other complete street features.**”

The current design and addition of the vehicle turnout/idling area does not fully support these principles. Including the protected bike lane will help make the project significantly more in line with the Comprehensive Plan principles.

Fiscal Impact.

Based on initial quantity estimates and recent construction pricing made by Town staff, it is expected that there are sufficient funds in the Pathway FY23 budget to cover the cost. The construction management firm for the Museum project is preparing an estimated cost for the Town’s portion of the sidewalk and bike lane based on the draft design prepared by Nelson Engineering. This will account for rough quantities of demolition, curb realignment, square footage of sidewalk

and bike lane construction, and curb ramp construction. The cost estimate information will be available on or before the Council meeting date on March 6th.

If the construction is done before July 1, 2023, there is funding in the FY23 Pathways Capital Budget that can be shifted to cover this cost. In the event the construction is done after July 1, 2023, the FY24 Pathways Capital Budget will request funding to cover the cost.

Staff Impact.

Approximately 20 hours of total staff time will be required from Public Works, Pathways, Legal, and Planning staff. Pathways will be involved in coordinating the design process. Public Works will handle the construction management process (some addition to their ongoing work on the JHHSM). Legal will be involved in drafting a construction management agreement. Planning will have to review the project and any permit applications.

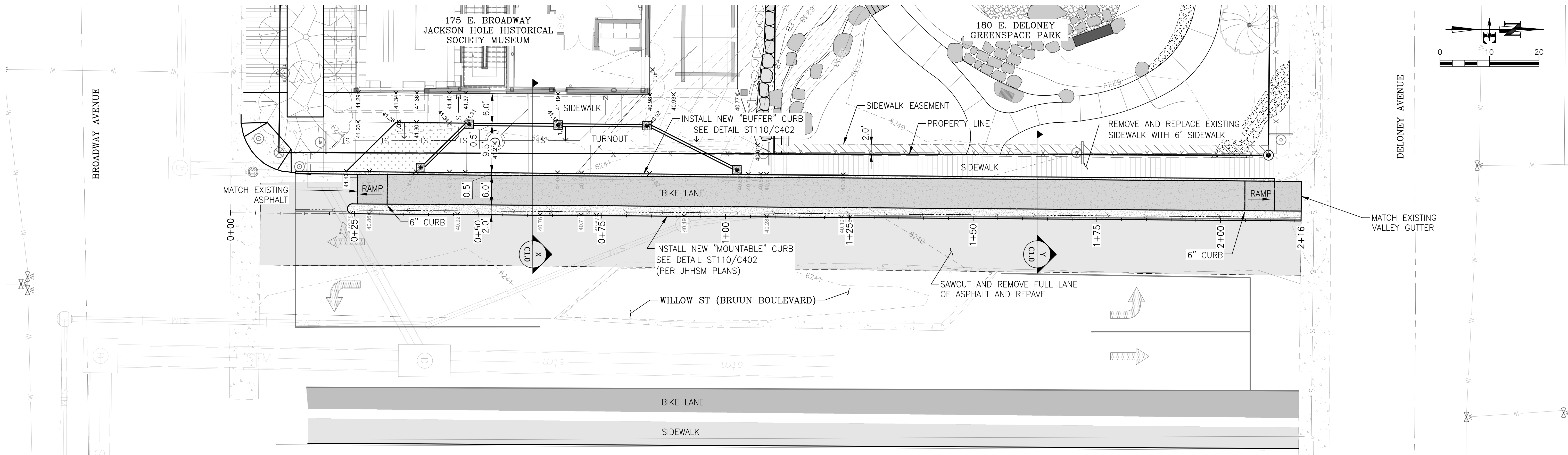
Attachments or Links.

1. Bruun Blvd. Protected Bike Lane Preliminary Design

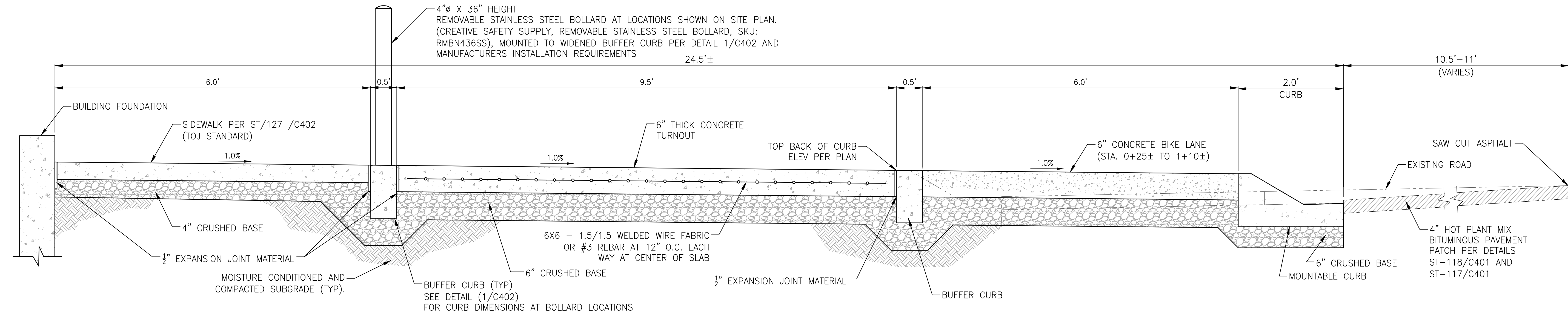
Suggested Motion.

I move to direct staff to proceed with final design of a protected bike lane on the west side of Bruun Blvd., to coordinate with the Jackson Hole Historical Society and Museum on construction, and to bring final cost information and design back to Council for approval.

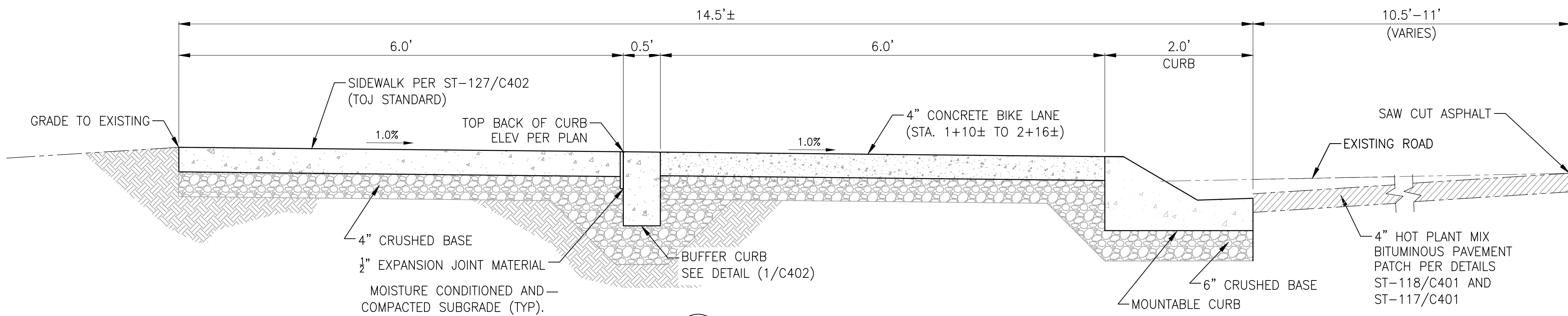
S:\Proj\2023\056 - Green Bird Protected Bike Lane\A - Drawings\CD\CD-GRN-Bike (2423) on 12-28-23 - Feb 24 2023 10:27:23 am - RUTLED BY: green - JWG (DWG) 241



BIKE LANE PLAN



X
C1.0
CROSS SECTION



Y
C1.0
CROSS SECTION

NOTE:
DETAIL REFERENCES PERTAIN TO
JHSM PROJECT PLANS 20-458.

DRAWING NO
C1.0
JOB NO
23-056

JOB TITLE
BRUUN BOULEVARD PROTECTED BIKE LANE
TOWN OF JACKSON

DRAWING TITLE
PLAN AND SECTIONS

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

DATE	02/24/2023	REV.
SURVEYED	-	
ENGINEERED	DD	
DRAWN	BIG	
CHECKED		
APPROVED		

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Item P22-292 – Boundary Adjustment with Replat for the properties addressed 105 & 145 Mercill Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

This is the Council's opportunity to review a proposed Boundary Adjustment and reconfiguration of three platted lots. The adjustment of boundaries between two or more platted lots requires a new plat approval by the Town Council according to Section 8.5.6 in the Town of Jackson Land Development Regulation (LDRs).

Requested Action.

The applicant, which is the Jackson/Teton County Affordable Department (in cooperation with the landowner, Teton County), is requesting approval of a Boundary Adjustment to reconfigure the three lots addressed as 105 and 145 Mercill Avenue (PT. LOTS 15-17, BLK.2 J.R. JONES) into two lots.

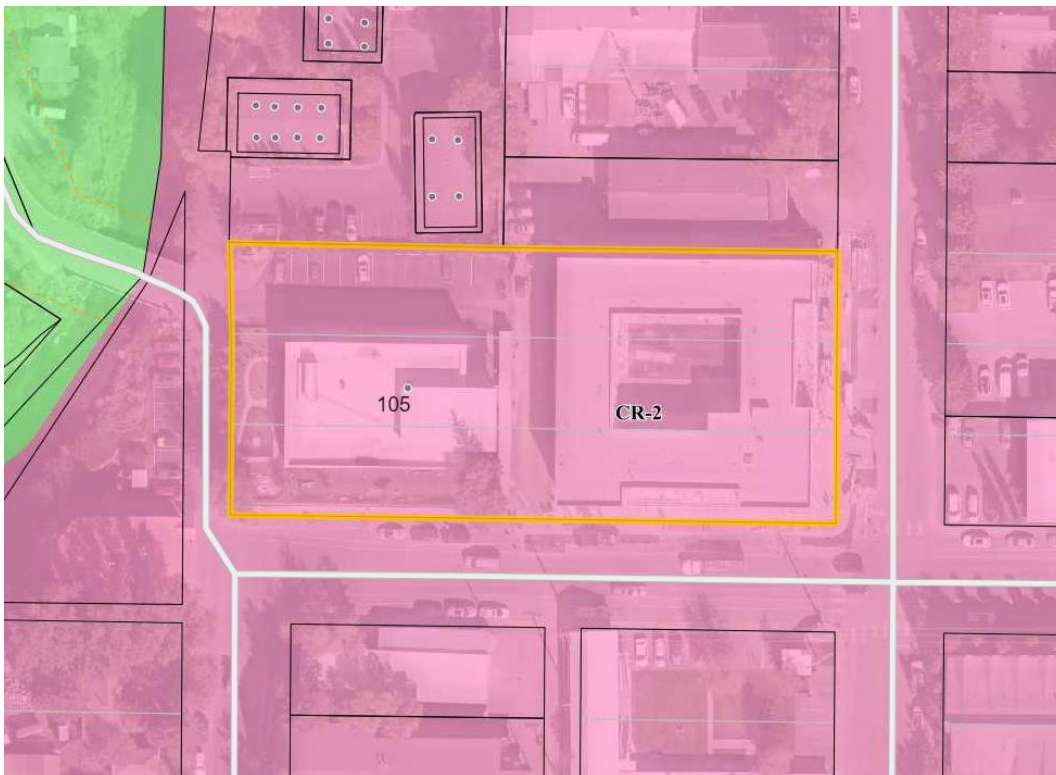
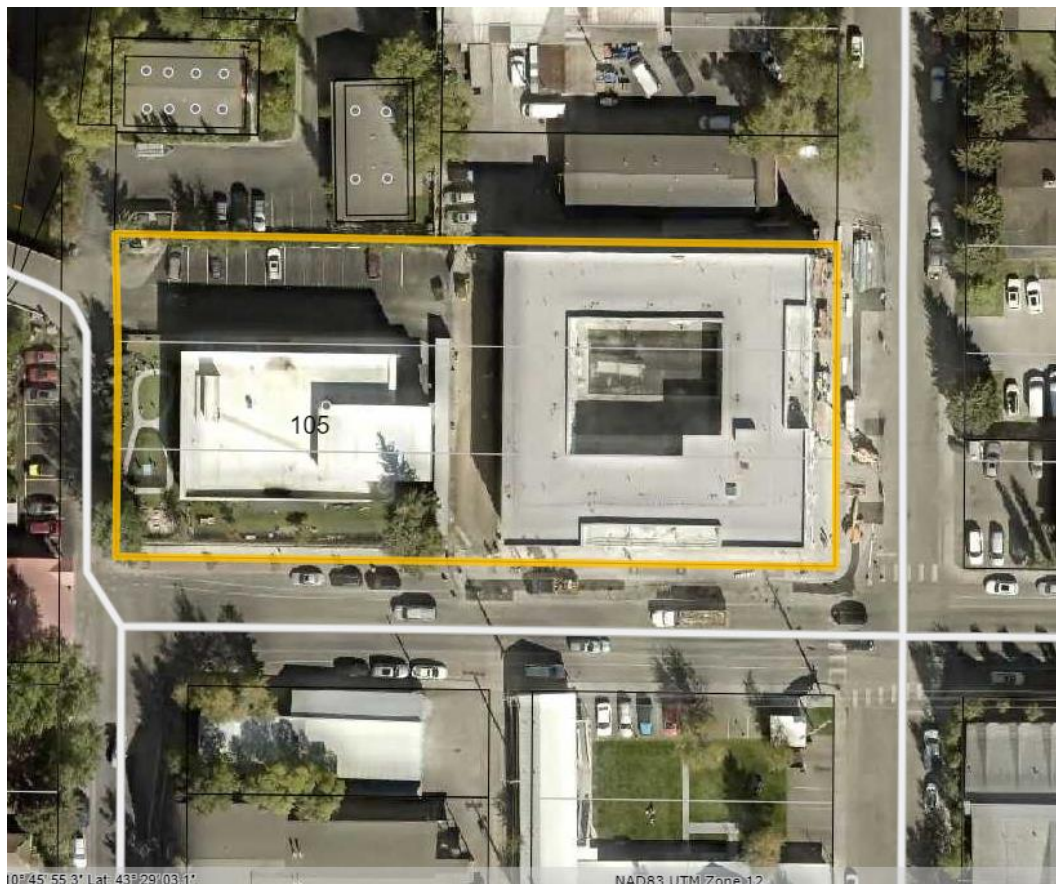
Recommendations.

The Planning Director recommends **approval** of Boundary Adjustment with Replat (P22-292) between the properties addressed as 105 and 145 Mercill Avenue, subject to the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.

Project Location.

The three subject properties are shown in the aerial photo and zoning map on the following page:



Background/Request

The subject properties are located within the Commercial Residential – 2 (CR-2) zone and are 1.15 acres in total. The three lots are each 50' x 334' in dimension and oriented in an east/west alignment. The western half of the property is developed already with the Children's Learning Center campus. The eastern half of the property is developed with the recently completed public/private partnership workforce condominium housing project (30 units) that includes ground floor commercial spaces (day care facility and Jackson Hole Children's Museum).

The applicant is seeking to consolidate the three existing lots into two lots dividing the property down the middle with a north/south boundary (now Lots 18 and 19 Joseph R. Jones Third Addition). The intent is to separate both existing developments on their own 150' x 167' lots while also providing necessary easements for shared vehicular access and trash receptacle access. Once this Boundary Adjustment is approved, the owner of the 105 Mercill building will submit a condominium plat to subdivide the building into for-sale workforce units and commercial tenant spaces.

Prior to this Boundary Adjustment request, a Zoning Compliance Verification (ZCV P22-251) letter was approved pursuant to Section 8.5.6. The purpose of the ZCV was to determine if the proposed lot configurations are in compliance with the LDRs and to verify if the subject properties are capable of being legally reconfigured. As stated in the ZCV, because the existing site has been developed as one unified site up to this point, splitting the site into two lots means that both lots must now be able to meet all LDRs standards individually. Because this would not be the case for FAR (i.e., Lot 18) has more than its allotted FAR), the ZCV requires that certain deed restrictions be recorded to clearly state what FAR maximums are allowed on both Lots 1 and 2. In addition, certain easements were required to address shared use/access between the two new lots. Six conditions of approval were added to the ZCV (attached):

1. A deed restriction shall be recorded against proposed Lot 1 that states that the lot is developed with an additional 3,477 sf of floor area above the maximum allowed floor area of 11,523 sf per the .46 FAR of the CR-2 zone. This means that proposed Lot 1 would be limited to no more than 15,000 sf of base floor area, unless changed by subsequent LDR text or map amendments. The restriction shall also state that the additional 3,477 sf floor area was transferred to proposed Lot 1 from proposed Lot 2 as part of a unified development site prior to the subdivision of the property; *(The applicant has satisfied this condition)*
2. A deed restriction shall be recorded against proposed Lot 2 that states that the lot is developed with 3,477 sf of floor area less than the maximum allowed floor area of 11,523 sf per the .46 FAR of the CR-2 zone. This means that proposed Lot 2 would be limited to no more than 7,012 sf of base floor area, unless changed by subsequent LDR text or map amendments. The restriction shall also state that the 3,477 sf floor area was transferred from proposed Lot 2" to proposed Lot 1 as part of a unified development site prior to the subdivision of the property. *(The applicant has satisfied this condition)*
3. An access and maintenance agreement/easement between proposed Lot 1 and proposed Lot 2 shall be recorded that addresses all pertinent access and maintenance responsibilities related to CLC's one-way drive access from Mercill Avenue that appears to be located on both proposed Lots 1 and 2. *(The applicant has satisfied this condition).*
4. An access and maintenance agreement/easement between proposed Lot 1 and proposed Lot 2 shall be recorded, if necessary, that addresses any stormwater drainage facilities that are located on both proposed Lots 1 and 2. *(The applicant has satisfied this condition)*

5. An access and maintenance agreement/easement between proposed Lot 1 and proposed Lot 2 shall be recorded that addresses the use and access of the trash enclosure/dumpster intended for use by proposed Lot 2 that appears to be located on both proposed Lots 1 and 2. *(The applicant has satisfied this condition)*
6. At the time of review of the Boundary Adjustment application, the Town will review the application to determine whether any additional agreements or easements will be necessary to approve the proposed lot reconfiguration. *(The applicant has satisfied this condition)*

Analysis.

Staff finds the proposed boundary adjustment to be in substantial conformance with the previously approved ZCV letter. The applicant has submitted for a Final Plat within the noted time frame. On the condition that all requirements in the departmental reviews shall be met, it presents no significant issues. Both lots meet the minimum lot size, have adequate access from Mercill Avenue and Glenwood Street, and meet all other applicable standards of the LDRs.

This replat is exempt from Park Exaction fees pursuant to Section 7.5.2.C. - Exemptions which exempts "Boundary adjustments pursuant to Sec. 8.5.6". In addition, this replat is exempt from School Exaction fees pursuant to Section 7.5.3.C. - Exemptions which exempts "Boundary adjustments pursuant to Sec. 8.5.6".

Findings.

Pursuant to Section 8.5.6.D (Boundary Adjustment) of the Land Development Regulations, the following findings shall be made for the approval of a replat:

1. **No Additional Lots Created.** *The proposed Boundary Adjustment shall not result in additional lots record being created.*

Complies. The proposed Boundary Adjustment does not result in additional lots of record but reduces the number of lots by one lot..

2. **Zoning Compliance Verification.** *The proposed Boundary Adjustment shall comply with the zone in which it is located as approved through a zoning compliance verification.*

Complies. Staff finds that the proposed Boundary Adjustment is in compliance with the zone which is it located based on the Zoning Compliance Verification letter that was issued on November 25, 2022.

3. **Applicability.** *The proposed Boundary Adjustment shall comply with the applicability and required document provisions of Section 8.5.6.*

Complies. Staff finds that the proposed Boundary Adjustment does comply with the applicability for Section 8.5.6. In addition, all required documents have been submitted for review at this time including the final plat with accompanying documents.

4. **Other Relevant Standards/LDRs.** *The Boundary Adjustment shall comply with all other relevant standards on these LDRs and other Town Ordinances.*

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

5. *Previous approvals.* *The Boundary Adjustment shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies.

Fiscal Impact.

None.

Staff Impact.

The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat is typical of that of a subdivision plat of this size and is 10 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** a Boundary Adjustment and Replat (P22-292) for the properties addressed 105 and 145 Mercill Avenue, based upon the findings as presented in the staff report, the departmental reviews, and subject to the two conditions of approval recommended in this staff report dated February 21, 2023.



Jackson/Teton County Affordable Housing Department

Kristi Malone

Housing Supply Specialist

kristi.malone@tetoncountywy.gov

P: 307.732.8571

March 1, 2023

RE: 105 Mercill Boundary Adjustment Application (P22-292)

Dear Paul,

Thank you for your review of the revised Boundary Adjustment application submitted February 2, 2023 for the property at 105 Mercill Avenue. I have provided responses below to each of the comments received in this second round of reviews. Application materials have been updated to incorporate requested changes and are attached as listed here in the proposed order of recordation:

1. First Amendment to Children's Learning Center Lease with Teton County
2. Termination of Agreement between Teton County and Josh Thulin
3. Affidavit of Non-applicability of Key Bank Mortgage
4. Final Plat Map, dated 2/24/23
5. Supporting Plat Documents:
 - a. Certificate of Mortgagee affidavit – Bank of Jackson Hole
 - b. Certificate of Owner affidavit – Teton County, WY
 - c. Certificate of Lessee affidavit—Mercill Partners LLC
 - d. Certificate of Lessee affidavit—Children's Learning Center
 - e. Quitclaim Deed Teton County to Teton County for Lots 18 & 19
 - f. Declaration of CC&Rs for Shared Trash and Recycling Easement/Terms of Access and Utility Easement
 - g. Notice Regarding FAR Transfer

Thank you,

Kristi Malone

RESPONSE TO REVIEW COMMENTS ON 2/2/23 REVISED APPLICATION SUBMITTAL

REVIEW COMMENT	APPLICANT RESPONSE
Title Review (Nancy Hughes, 2/15/23)	
1) The boundary line on the vicinity map is incomplete/does not close, and various surveying calls are illegible/imposed on top of each other.	Resolved – extraneous survey calls deleted. No substantive change to plat content since notations were mistakenly included on drafts.
2) There is a typo in the certificate of mortgage in regard to the mortgage amendment document (shown as 10481841, should be 1048181). Also, this affidavit is lacking a title/header.	Resolved – typo corrected and title added.
3) I've seen varying info on Mercill vs. W. Mercill, currently, the certificate of owners shows "W Mercill."	Resolved – consistent use of "Mercill Avenue" throughout
4) Since the legal descriptions of the leased premises now conform to the lot lines of this plat, is it necessary to show the "leased area line" that is currently included on the face of lot 18?	Resolved – notation maintained on face of Lot 18 for clarity since leased area has changed over time and lease area amendment is to be filed immediately prior to this plat.
Survey Review (Todd Cedarholm, 2/15/23)	
No concerns	
Engineering Review (Brian Lenz, 2/28/23)	
1) Provide 30' wide separate instrument for sewer utility per 2/21/2023 meeting with Jill Arnold and Lea Colasuonno.	Resolved – easement included in condo plat package for review. Recordation required prior to Ground Lease termination and deed conveyance to Mercill Partners.
County Clerk Review (Kelly Dickerson, 2/8/23)	
1) Under the Certificate of Owners: last sentence of 5th paragraph, suggest changing the verbiage to "across said lots, they being reconfigured as shown" "they are being"	Resolved – current verbiage is correct since "they being reconfigured" is a clause to the sentence in which it is included and not a separate sentence.
2) Under the Certificate of Owners: 11th paragraph - suggest changing the "(Children's Learning Center, Inc)" to "(Teton County, Wyoming/The Children's Learning Center Inc)" as it is shown on document bk 872 pg 72	Resolved – corrected.
3) Fyi - the referenced document 1052481 has no legals.	Resolved – this Ground Lease amendment was previously recorded, references an original ground lease that includes a legal description, and will be terminated prior to forthcoming condo platting of Lot 19.

FIRST AMENDMENT TO GROUND LEASE
(Teton County, Wyoming/The Children's Learning Center, Inc.)

THIS FIRST AMENDMENT TO GROUND LEASE (the "Amendment") is entered into and made to be effective as of the 21st day of FEBRUARY, 2023 (the "Effective Date"), by and among **Teton County** (the "Lessor" or "County") and **The Children's Learning Center, Inc.**, a Wyoming non-profit corporation (the "Lessee").

RECITALS

WHEREAS, Lessor is the owner of a portion of that certain real property and improvements in the Town of Jackson, Teton County, Wyoming with a street address of 145 Mercill Avenue (the "Property"), and more particularly described on Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, Lessor is a duly constituted county in the State of Wyoming with all powers set forth in Wyo. Stat. § 18-2-101 et. seq. and all other applicable legal provisions, including the authority to "[m]ake contracts and perform other acts relating to the property and concerns of the county in the exercise of its corporate or administrative powers"; and

WHEREAS, Lessee's mission and services are to "improve the wellbeing of young children by providing services for children who are experiencing poverty or special needs, as well as quality childcare, preschool, and other early education programs" in Teton County, Wyoming; and

WHEREAS, Lessee, or its predecessor in interest, has leased a portion of the Property from Lessor since 1990, on which it operates preschool and childcare services; and

WHEREAS, Lessor and Lessee entered into a Memorandum of Lease (The Board of Commissioners of Teton County/Community Children's Project) recorded in the Office of the Teton County Clerk on March 25, 1992 as Doc. 326274 and a Ground Lease (Teton County, Wyoming/The Children's Learning Center, Inc.) recorded in the Office of the Teton County Clerk on July 2, 2014 as Doc. 862278 (the "Original Lease"); and

WHEREAS, Section 26 of the Original Lease contemplates Lessor and Lessee cooperating in writing on amendments to the Original Lease; and

WHEREAS, Lessor and Lessee desire to amend the Original Lease to redefine the Leased Premises.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee hereby amend the Original Lease as set forth below.

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Original Lease.

2. Recitals. The above recitals are incorporated into the body of this Amendment.

3. Leased Premises. The Leased Premises defined in the Original Lease, including the driveway easement providing access to and from N Glenwood Street, are hereby vacated and redefined as described herein. The Lessor leases to the Lessee redefined premises coincident with the Property described herein in the Town of Jackson, County of Teton, State of Wyoming, and more specifically described as follows:

See Exhibit A attached hereto and incorporated by reference herein (the "Leased Premises")

Together with all and singular the appurtenances, rights, interest, easements and privileges in any way pertaining thereto.

4. Ratification of Original Lease. Except as modified by this Amendment, the terms, covenants and conditions of the Original Lease are ratified and confirmed and the parties executing this Amendment shall be bound by, and shall have the benefits of, all of the terms, covenants and conditions of the Original Lease.

5. Counterparts. This Amendment may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as a single instrument.

6. Conflicts. If any of the terms, covenants or conditions of this Amendment conflict with the terms, covenants or conditions of the Original Lease, the terms, covenants and conditions of this Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

LESSEE:

The Children's Learning Center, Inc., a Wyoming non-profit corporation

Melanie Bennett
By: Melanie Bennett
Title: Children's Learning Center Board Co-Chair

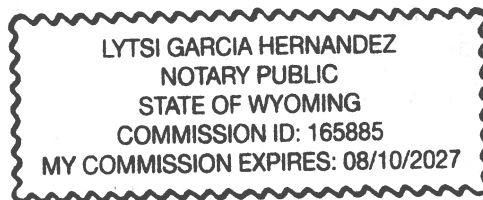
State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me by
Melanie Bennett as
Board Co-chair of The Children's Learning
Center, Inc., a Wyoming non-profit corporation as of this 15 day of
February, 2023.

Witness my hand and official seal.

Lutsi Garcia
Notary Public

My Commission Expires:



LESSOR:

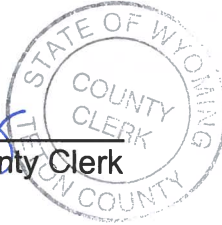
The foregoing Agreement is hereby accepted by the Teton County this
21st day of FEBRUARY, 2023.

TETON COUNTY

BY: Luther Propst
Luther Propst, Chair of the Board of Teton County Commissioners

ATTEST:

BY: Maureen E. Murphy
Maureen E. Murphy, Teton County Clerk



State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me by Luther Propst, as Board Chair, and Maureen E. Murphy, as County Clerk, respectively, of Teton County this 21st day of FEB, 2023.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 7-1-2027

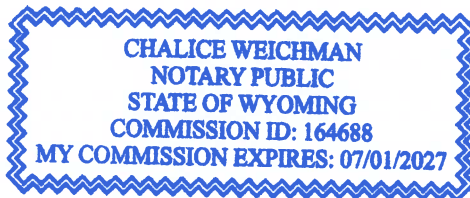


EXHIBIT A

Legal Description of the Property and Leased Premises

A Parcel of Land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 28, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a portion of Lots 15, 16, and 17 of Block 2 of the Joseph R. Jones lots, a subdivision of record as Plat No. 113 in the Office of the Teton County Clerk, and being more particularly described as follows:

That portion of said lots 15, 16 and 17 lying and being situate westerly of the below described line:

Beginning at a Point on the southerly boundary line of said Lot 17 which lies westerly, 167.0 feet from the southeast corner of Said Lot, thence northerly and perpendicular to said southern boundary line, 107.0 feet, thence westerly and parallel to said southern boundary line, 7.5 feet, thence northerly and perpendicular to said southerly boundary line, 43 feet, more or less to a point on the northern boundary line of Said Lot 15 which lies westerly 174.5 feet from the northeast corner of Said Lot 15, which is the point of terminus of this described line

Containing 0.57 acres, more or less, and subject to the rights-of-way, easements, reservations, and conditions, of sight and/or of record.

PIDN: 22-41-16-28-4-02-012 (part)

AFFIDAVIT AFFECTING TITLE

(Notice of Termination of Landscaping Agreement)

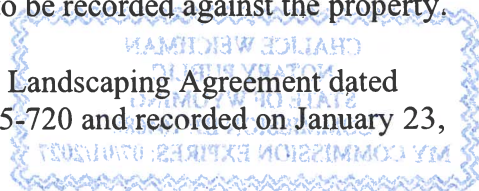
STATE OF WYOMING)

) ss.

COUNTY OF TETON)

COMES NOW, Luther Propst, Chair of the Teton County Board of County Commissioners and being upon oath first duly sworn states and alleges as follows:

1. I am the Chair of the Teton County Board of County Commissioners.
2. The Teton County Board of County Commissioners met in an open public meeting on February 7, 2023 and voted to authorize me to sign this Affidavit Affecting Title on behalf of Teton County, Wyoming, a duly organized county in the State of Wyoming.
3. Teton County, Wyoming owns land located on **Lots 15, 16, and 17, Block 2 of the Joseph R. Jones Lots, in the Town of Jackson, Wyoming (Plat No. 113).**
4. Teton County, Wyoming entered into Landscaping Agreement with Josh Thulin on December 3, 2002, for Josh Thulin to plant certain vegetation as shown on a map attached to the agreement. Josh Thulin provided the landscaping with no compensation. Teton County agreed to allow Josh Thulin to landscape the property surrounding the Community Children's Project's day care center in 2002 free of charge with the understanding that Teton County could remove the vegetation at any time. The landscaping agreement was titled as "County of Teton, Wyoming – Memorandum of Agreement" and dated December 3, 2002. Document #0587493 Book 488 Pages 715-720 and recorded on January 23, 2003.
5. This day care center that the landscaping was provided for has since been removed and rebuilt. None of the original landscaping exists.
6. There is no need for this agreement to exist or to be recorded against the property.
7. Teton County, Wyoming hereby terminates the Landscaping Agreement dated December 3, 2002 - Document #0587493 Book 488 Pages 715-720 and recorded on January 23, 2003.



I Further this Affiant sayeth naught.

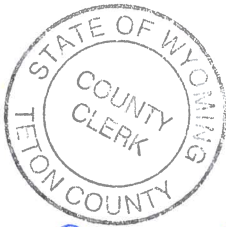
Dated this 7th day of FEBRUARY, 2023.

Luther Propst

Luther Propst, Chair

Teton County Board of County Commissioners

Attest:



Maureen E. Murphy

Maureen E. Murphy, Teton County Clerk

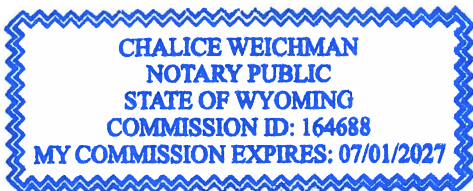
Subscribed and sworn to before me by Luther Propst and Maureen E. Murphy, this 7
day of FEBRUARY, 2023.

Witness my hand and official seal.

[Signature]

Notary Public

My Commission Expires: 7-1-2027



AFFIDAVIT AFFECTING TITLE

(Non-Applicability of Mortgage regarding Community Children's Project, Inc. dated August 22, 1991)

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

COMES NOW, Patricia Boyd, Executive Director of Children's Learning Center, Inc. of P.O. Box 4100 Jackson, Wyoming 83001 and being upon oath first duly sworn states and alleges as follows:

1. I am over the age of twenty-one. I have personal knowledge of the facts stated herein and the facts set forth herein are true and correct to the best of my knowledge.

2. I am the current Executive Director of the Children's Learning Center, Inc. in Jackson, Teton County, Wyoming.

3. The real property which is the subject of this Affidavit Affecting Title is **that part of Lots 15, 16, and 17 of Block 2 of the Joseph R. Jones Lots, addition to the Town of Jackson, a subdivision of Teton County, Wyoming, recorded as Plat No. 113 in the office of the Clerk of Teton County described as follows:**

Beginning at the northwest corner of said Lot 15 marked by a bathey marker, then South 88.00 feet along the west line of said Block 2, Thence East 52.00 feet parallel with the south line of said Block; Thence South, 62.00 feet parallel with said west line to a point of the south line of said Block; Thence East 115.00 feet along said south line; Thence North, 107.00 feet parallel with said west line; Thence West, 82.00 feet parallel with said south line; Thence North 43.00 feet parallel with said west line to an intersection with the north line of said Lot 15; Thence West, 85.00 feet along said north line to the Point of Beginning.

4. It appears from the land records of the Teton County Clerk that the Community Children's Project, Inc. obtained a Mortgage from Key Bank of Wyoming on August 22, 1991 in the amount of \$425,000.00 as evidenced by the Mortgage recorded as Document #31711221 Book 242 Page 324-328 recorded on September 24, 1991 with Community Children's Project as the Grantor and Key Bank of Wyoming as the Grantee.

5. A Mortgage Loan Modification Agreement dated June 1, 1992 and recorded on July 8, 1992, Document #332712, Book 254, Pages 728-733, states that the maturity date of the loan was June 1, 2012.

6. Teton County, Wyoming, a duly organized county of the State of Wyoming, owns the land as described above in Paragraph 3 and owned the property at the time of the mortgage being conveyed in 1991.

7. Teton County, Wyoming granted a ground lease to the Community Children's Project, Inc. on August 6, 1991, for a term to expire on October 9, 2020. Community Children's Project, Inc. used the ground lease from Teton County, Wyoming as the collateral to obtain the loan and mortgage from Key Bank of Wyoming. Document #317122 Book 242 Pages 329-341 recorded on September 24, 1991.

8. To the best of my belief, the loan from Key Bank of Wyoming to the Community Children's Project, Inc. was fully paid off and a mistake was made in not releasing the Mortgage dated August 22, 1991.

9. The maturity date of June 1, 2012, has elapsed.

10. Key Bank no longer operates a bank in Teton County, Wyoming.

11. Teton County contacted Key Bank national headquarters which confirmed that no record of this mortgage still exists and that, as a result, no formal release of the mortgage can be issued by Key Bank.

12. The Community Children's Project Inc. no longer exists. In 2008 the Community Children's Project was merged with the Learning Center to become the Children's Learning Center, Inc..

13. The lease that was provided as collateral expired and no longer exists.

14. From all due diligence and research, it appears that this loan and promissory note was fully paid and the mortgage no longer has any applicability.

Further this Affiant sayeth naught.

Dated this 15 day of February, 2023.

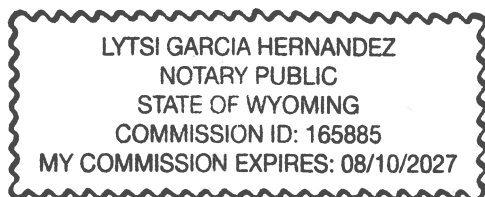


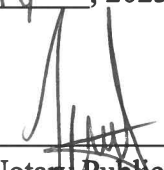
Patricia Boyd, Executive Director

Children's Learning Center, Inc.

Subscribed and sworn to before me by Patricia Boyd, Executive Director of Children's Learning Center, this 15 day of February, 2023.

Witness my hand and official seal.



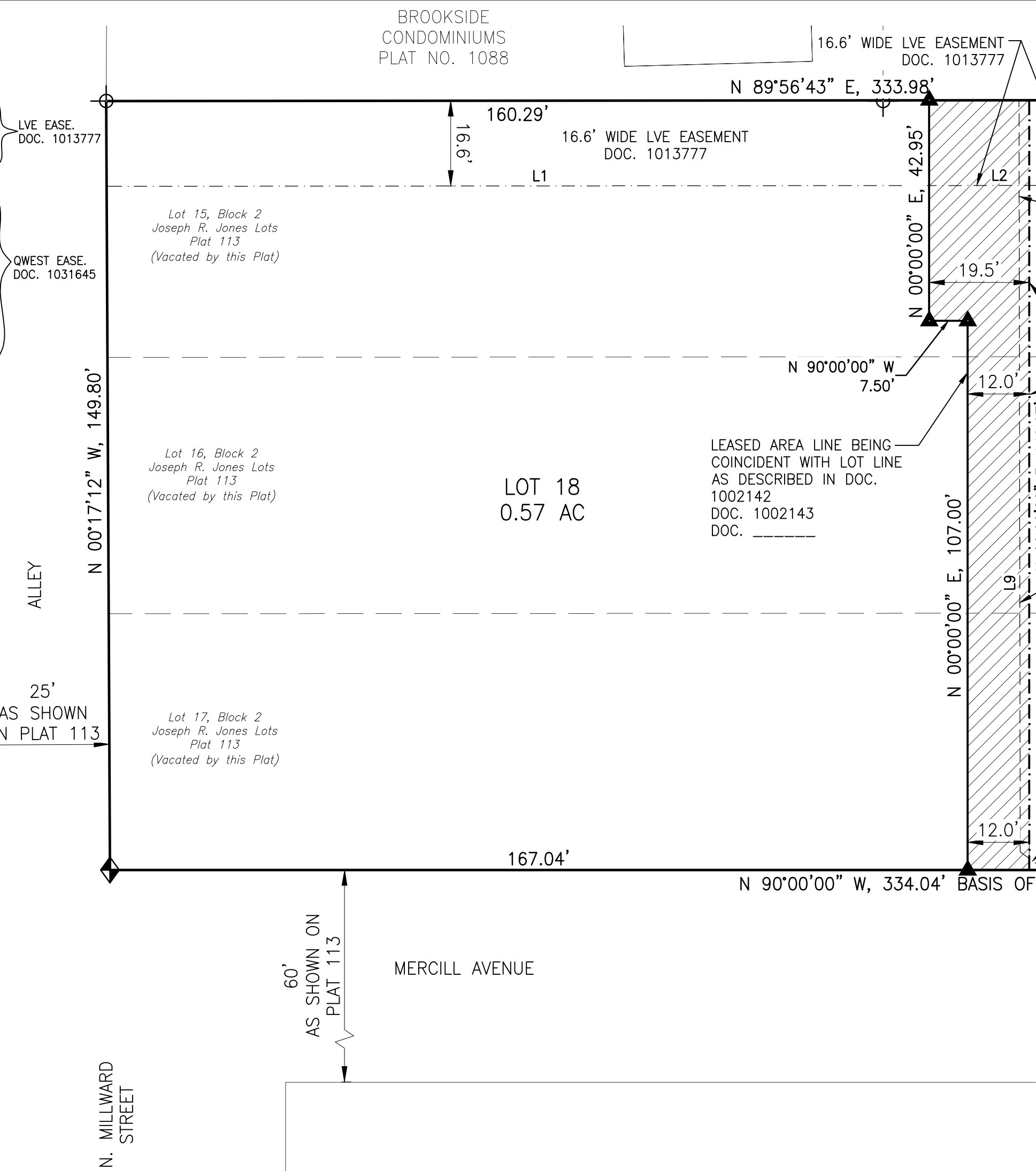


Lytsi Garcia H.
Notary Public
My Commission Expires: 08/10/2027

S:\Proj\2023\206_105_Mercil - Corralle Plat - Tyler Davis\County - Bk\4 Planning\23-236-01_Bldg\3D Plots - Feb 24 2023 12:00:05 pm BLUETTE BY ARCHITECT DWG (DWG) 241

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°56'43"E	160.20
L2	N89°56'43"E	24.80
L3	N00°03'17"W	16.60
L4	N53°49'47"W	14.61
L5	N00°05'32"W	135.83
L6	N89°54'28"E	14.57
L7	N00°05'32"W	5.51
L8	S89°56'46"W	24.57
L9	S00°05'32"E	146.43
L10	S53°49'47"E	5.99
L11	N90°00'00"E	16.95

LOT 1
BLOCK 1
J.R. JONES
ADDITION
PLAT NO. 113



CERTIFICATE OF OWNERS

State of Wyoming)
County of Teton)ss.

The undersigned owners and proprietors of the lands shown hereon hereby certify;

That the foregoing subdivision of land as shown hereon and described in the Certificate of Surveyor hereon is with their free consent and in accordance with the desires of the undersigned owners and proprietors;

That the name of the subdivision shall be JOSEPH R. JONES THIRD ADDITION TO THE TOWN OF JACKSON;

That access to the subdivision is from North Glenwood Street and Mercill Avenue;

That Lots 15, 16 and 17 of Joseph R. Jones Lots to the Town of Jackson, Plat no. 113, records of Teton County, WY, are hereby vacated in accordance with the Town of Jackson Land Development Regulations, Article VII and Sections 34–12–106 through 110, Wyoming Statutes, 1977, as amended, and the Teton County Clerk is respectfully requested to write "vacated" across said lots, they being reconfigured as shown hereon;

That that Access and Utility Easement shown hereon is hereby granted to the owners, their heirs and assigns of a lot within this subdivision;

That an access and utility easement is hereby granted to Lower Valley Energy and their heirs, successors, and assigns, along the Access & Utility Easement shown hereon for the construction, operation, maintenance, and repair of utility facilities, including underground and reasonable associated above-ground appurtenances;

That this subdivision is subject to that Declaration of Covenants, Conditions and Restrictions for Lots 18 and Lot 19 of the Joseph R. Jones Third Addition to the Town of Jackson, to be recorded concurrently with this plat

That this subdivision is subject to a shared Trash and Recycling Enclosure Easement for the benefit of Lot 18 and Lot 19 of this subdivision, as described in that Declaration of Covenants, Conditions and Restrictions for Lots 18 and Lot 19 of the Joseph R. Jones Third Addition to the Town of Jackson;

That this subdivision is subject to all matters delineated on Joseph R. Jones Lots to the Town of Jackson, Plat no. 113, records of the Office of the Clerk of Teton County;

That this subdivision is subject to those easements to Silver Star Telephone Company, Inc. as described in Book 809, page 424, and Book 810, page 723, records of Said Office;

That this subdivision is subject to that Ground Lease Agreement (Teton County, WY/Children's Learning Center, Inc.), a Wyoming non profit corporation as recorded in Book 872, pages 72–79 and to that Memorandum of Lease as recorded in Book 249, pages 461–462, and to that First Amendment to Ground Lease, re-defining the leased premises, Document No. _____, records of Said Office;

That this subdivision is subject to that Ground Lease (Mercill Avenue Condominiums) to Mercill Partners, a Wyoming limited liability company as recorded in Document 1002142, to that First Amendment to Ground Lease as recorded in Document 1002143, and that Second Amendment to Ground Lease as recorded in Document 1052481, records of Said Office;

That access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

That access to inspect, repair, maintain, and replace the streetlight system including conduits, pull boxes, lighting fixtures, controls, metering, and electrical lines is hereby granted to the Town of Jackson.

That this subdivision is subject to that easement to Lower Valley Energy, as described in Document No. 1013777, records of Said Office;

That this subdivision is subject to that easement agreement to Qwest Corporation, d/b/a/ CenturyLink QC, as described in Document 1031645, records of Said Office;

That access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, firefighting vehicles, and police vehicles;

That Seller does not warrant to Purchaser that he shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

That Wyoming Law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the banks of the stream or river;

That all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released;

That this subdivision is subject to any other easements, restrictions, reservations, rights-of-way, and conditions of sight and/or record including, but not limited, to those shown hereon;

Signed by separate affidavit

Teton County, Wyoming,
by Luther Propst, Chair of Teton County Board of County Commissioners.

Signed by separate affidavit

Mercill Partners LLC, A Wyoming limited liability company
Corporation

Signed by separate affidavit

The Children's Learning Center, Inc., a Wyoming Nonprofit

- LEGEND
- = PARCEL PROPERTY LINE
 - - - = VACATED LOT LINE
 - - - - - = EXISTING QWEST EASEMENT
 - - - - - = EXISTING EASEMENT
 - - - - - = ACCESS AND UTILITY EASEMENT
 - - - - - = ADJOINING PROPERTY LINE
 - ⊕ = FOUND T-STAKE WITH CHROME CAP INSCRIBED "SCHERBEL LS 164"
 - ◆ = FOUND 5/8"Ø REBAR WITH 2" DIA. ALUMINUM CAP INSCRIBED "PIERSON LS 3831"
 - ⊗ = FOUND 5/8"Ø REBAR WITH ALUMINUM CAP INSCRIBED "CEDARHOLM LS 6447"
 - △ = FOUND 2" X 1/4"Ø NAIL WITH 1.5"Ø ALUMINUM WASHER INSCRIBED "PLS 15442"
 - ▲ = SET 5/8"Ø x 24" REBAR WITH 1.5"Ø DIA. ALUMINUM CAP INSCRIBED "PLS 15442"

Number of Lots: 2
Lot 18 = 0.57 acres
Lot 19 = 0.58 acres

Total Project Acreage: 1.15 acres

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS.

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

NO PUBLIC MAINTENANCE OF STREETS OR ROADS IN THIS SUBDIVISION

SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

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

THERE ARE NO MAPPED ACTIVE CLASS A OR B FAULTS ON OR WITHIN 200 FEET OF THE SURVEY.

WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

Joseph R. Jones Third Addition to the Town of Jackson

Being identical with
Lots 15, 16 & 17, Block No. 2
of Joseph R. Jones Lots to the Town of
Jackson, Plat No. 113

located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

Owner and Subdivider:

Teton County, Wyoming
200 South Willow
P.O. Box 1727
Jackson, Wyoming 83001
(307) 733-4430

Surveyor:

Nelson Engineering
P.O. Box 1599
Jackson, Wyoming, 83001
307-733-2087

CERTIFICATE OF APPROVAL

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

The foregoing Subdivision, **JOSEPH R. JONES THIRD ADDITION TO THE TOWN OF JACKSON**, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2023 in accordance with Section 15-1-415 Wyoming Statutes.

Attest: Town of Jackson

Riley Taylor, Town Clerk Hailey Morton Levinson, Mayor

Brian T. Lenz, Town Engineer Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Riley Taylor, Town Clerk this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning Director, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF MORTGAGEE

Bank of Jackson Hole, a Wyoming Banking Corporation
A Division of National Bank Holdings Corporation

Certificate of Mortgagee by separate affidavit

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)ss

I, Lucas D. Rudolph, a Professional Land Surveyor of Victor, Idaho, hereby certify, to the best of my knowledge and belief:

That by authority of the owner I have subdivided the lands shown on this plat to be known as JOSEPH R. JONES THIRD ADDITION TO THE TOWN OF JACKSON;

That the lands in this subdivision are identical with and described as

Lots 15, 16 & 17, Block No. 2 of the Joseph R. Jones Lots to the Town of Jackson, Plat no. 113, a subdivision of record in the Office of the Teton County Clerk and located in the NE1/4 SE1/4, Section 28, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming,

That this plat was made from the notes of surveys made by me, or under my direction, and from records in the Office of the Teton County Clerk;

That all dimensions and areas are correctly shown;

That all corners are monumented as shown hereon.

Lucas D. Rudolph
Wyoming Professional Land Surveyor 15442

The foregoing instrument was acknowledged before me by Lucas D. Rudolph this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:

AFFIDAVIT OF MORTGAGEE

State of Wyoming)
) ss.
County of Teton)

COMES NOW, _____, an officer of Bank of Jackson Hole, a Wyoming banking corporation a division of National Bank Holdings Corporation and with the authority to sign for said Bank and who, being duly sworn, on oath according to law, does hereby make the following statement of facts and affirms:

1. **THAT**, Bank of Jackson Hole is the holder of a mortgage upon that certain real property described in that Ground Lease (Mercill Avenue Condominiums), recorded in Document 1002142, and Amended in Document 1002143, records of the Office of the Teton County Clerk. Said Lease being located within Lot 15, Lot 16 and Lot 17, Block No. 2 of Joseph R. Jones Lots to the Town of Jackson, Plat No. 113, as recorded in Said Office, and which mortgage is recorded in Document No. 1002144 and Amended by Document No. 1048181, and that Assignment of Rents, recorded in Document No. 1002145, records of Said Office, and which mortgage encumbers that certain real property shown on that plat titled ***Joseph R. Jones Third Addition to the Town of Jackson*** and described in the Certificate of Surveyor thereon;
2. **THAT**, said plat ***Joseph R. Jones Third Addition to the Town of Jackson*** has been reviewed by the undersigned officer of Bank of Jackson Hole;
3. **THAT**, said officer has read and understands the statements and dedications in the Certificate of Owners on said plat, and agrees to the subdivision of land and dedications and easements as shown on said plat;
4. **THAT**, this affidavit is signed in the stead of, and with the same effect, as if the original plat was itself manually signed.

Bank of Jackson Hole, a Wyoming banking corporation
a division of National Bank Holdings Corporation

BY: _____
ITS: _____

Attest:
BY: _____
ITS: _____

State of Wyoming)
) ss
County of Teton)

On the ____ day of _____, 2023, before me personally appeared, _____ and _____ known to me, and who executed the foregoing instrument as _____ and _____ of Bank of Jackson Hole, a Wyoming banking corporation being a division of National Bank Holdings Corporation and being by me duly sworn, did depose and say they executed the foregoing instrument on behalf of said corporation and that said instrument is the free act and deed of said corporation

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL BY THESE PRESENTS:

Luther Propst, 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 a Warranty Deed recorded in the Office of the Clerk of Teton County, Wyoming;
2. that I have examined a copy of the Plat of Joseph R. Jones Third Addition to the Town of Jackson, being located within NE1/4SE1/4 of Section 28, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated January 23, 2023, 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 21 day of FEBRUARY, 2023.

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

Luther Propst

Luther Propst, Chair, Teton County Board of County Commissioners ATTEST:

Maureen E. Murphy

Maureen E. Murphy, County Clerk



STATE OF WYOMING)
) ss
COUNTY OF TETON)

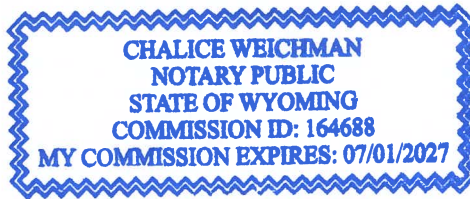
The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Luther Propst as Chair of the Board of County Commissioners of Teton County, a duly organized county of the State of Wyoming, and Maureen E. Murphy as County Clerk for Teton County, a duly organized 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 21 day of FEB,
2023.

Witness my hand and official seal.



Notary Public



Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL BY THESE PRESENTS:

Tyler Davis, Manager for Mercill Partners LLC, a Wyoming limited liability company, does hereby depose and say:

1. That Mercill Partners LLC is lessee of real property according to that Ground Lease, as amended, recorded in the Office of the Clerk of Teton County, Wyoming as document numbers 1002142 and 1002143 on October 30, 2020;
2. that I have examined a copy of the Plat of Joseph R. Jones Third Addition to the Town of Jackson, being located within NE1/4SE1/4 of Section 28, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated January 23, 2023, 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 _____, 2023.

liability company

Tyler Davis, its Manager

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Tyler Davis as Manager of Mercill Partners LLC, a Wyoming limited liability company, who is personally known to me or has established their identity and authority to be by reasonable proof, this _ day of _____, 2023.

Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL BY THESE PRESENTS:

Melanie Bennett, Board Co-Chair for Children's Learning Center, Inc., a Wyoming non-profit corporation, does hereby depose and say:

1. that Children's Learning Center, Inc., is lessee of real property according to that Ground Lease recorded in the Office of the Clerk of Teton County, Wyoming as document number _____ on _____, 2023, and prior lessee per document number 862278 recorded on July 2, 2014 and document number 326274 recorded on March 25, 1992 in the Office of the Clerk of Teton County, Wyoming;
2. that I have examined a copy of the Plat of Joseph R. Jones Third Addition to the Town of Jackson, being located within NE1/4SE1/4 of Section 28, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated January 23, 2023, 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 15 day of February, 2023.

Children's Learning Center, Inc., a Wyoming non-profit corporation

Melanie Bennett

Melanie Bennett, Board Co-Chair

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing Affidavit of Acknowledgment and Acceptance of Final Plat was acknowledged before me by Melanie Bennett, Board Co-Chair of Children's Learning Center, Inc., a Wyoming non-profit corporation, who is personally known to me or has established their identity and authority to be by reasonable proof, this 15 day of February, 2023.

Witness my hand and official seal.

Lytsi Garcia H.
Notary Public

LYTSI GARCIA HERNANDEZ
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 165885
MY COMMISSION EXPIRES: 08/10/2027

QUIT CLAIM DEED

Teton County, Wyoming, a duly organized county of the State of Wyoming, **GRANTOR**, whose address is P.O. Box 1727, Jackson, Wyoming 83001, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, remises, releases and forever quitclaims unto Teton County, Wyoming, a duly organized county of the State of Wyoming, **GRANTEE**, whose address is P.O. Box 1727, Jackson, Wyoming 83001, all right, title, interest, claim and demand that Grantor has or ought to have, in and to all of the following described real property situated in Teton County, Wyoming, to-wit:

Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County, Wyoming Clerk on _____, 2023 as Plat No. _____

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of way of sight and/or record.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

[Remainder of Page Intentionally Left Blank—Signatures to Follow]

Witness the due execution of this Quitclaim Deed this 21st day of FEBRUARY, 2023.

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

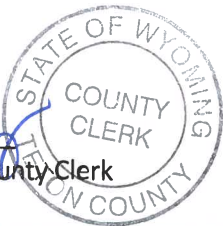
Luther Propst

Luther Propst, Chairman
Teton County Board of County Commissioners

Attest:

Maureen E. Murphy

Maureen E. Murphy, Teton County Clerk



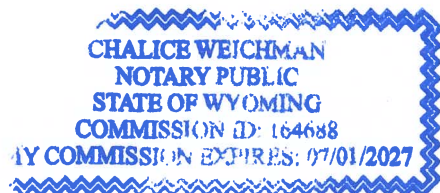
STATE OF WYOMING)

) ss

COUNTY OF TETON)

On this 21 day of FEB, 2023, before me, the undersigned Notary Public, personally appeared Luther Propst, as Chairman of the Teton County Board of County Commissioners, and Maureen E. Murphy, as Teton County Clerk, of Teton County, Wyoming, 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 me by reasonable proof.

Witness my hand and official seal.



[Signature]
Notary Public

Declaration of Covenants, Conditions and Restrictions for Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson (Plat No. _____)

This Declaration of Covenants, Conditions and Restrictions for Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson (this "Declaration") is made as of the 7 day of FEBRUARY, 2023 by Teton County, a duly organized county of the State of Wyoming ("Declarant") as owner of the Property (defined below).

RECITALS

WHEREAS, the Declarant is the owner of the property located at 105 and 145 Mercill Avenue, Teton County, Wyoming, being Lot 18 ("Lot 18") and Lot 19 ("Lot 19") of the Joseph R. Jones Third Addition to the Town of Jackson (the "Plat"), which Plat was recorded immediately prior to this Declaration as Plat No. _____ on _____, 2023 (the "Property"), where such Property, prior to such division, is identified by PIDN 22-41-16-28-4-02-012.

WHEREAS, the Property was developed as a single site comprised of three lots of record, Lots 15, 16 and 17, Block 2 of the Joseph R. Jones Addition to the Town of Jackson (Plat No. 113).

WHEREAS, a Boundary Adjustment (P22-292) was approved by the Town of Jackson and recorded as Plat No. _____ immediately prior hereto on _____, 2023, to create Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson;

WHEREAS, certain elements of the Property, including access and utilities, trash and recycling storage will continue to be shared between Lot 18 and Lot 19, on the terms and conditions contained herein;

WHEREAS, the Declarant desires to define and allocate the rights and obligations pursuant to this Declaration between Lot 18 and Lot 19 for the shared elements defined herein;

WHEREAS, it is expressly understood and acknowledged by the parties hereto that the division and assignment of rights and obligations in this Declaration are not binding on the Town of Jackson and do not alter the responsibilities and obligations of the Property. It is expressly understood and acknowledged by the parties hereto that the Town of Jackson is not obligated to and will not enforce the division and assignment of rights and obligations in this Declaration.

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

1. Terms of Shared Access and Utility Easement: The Property is subject to a non-exclusive Access and Utility Easement (the "Easement") granted by virtue of and shown on the Plat. The purpose of the Easement is for Lot 18 to continue perpetual use of the one-way drive aisle circulation through the Property from Mercill Avenue to the alley north of N Millward Street (a portion of which drive aisle is located on Lot 19), and for Lot 18 and Lot 19 to locate, use and maintain common utilities. Use of the Easement for vehicular access is limited to the owners, lessees, and visitors of Lot 18 and no public access or through traffic is permitted. Use of the Easement for utilities is limited to the physical development required for installation, maintenance, repair or removal of utilities serving Lot 18, Lot 19, both lots in common, or any subdivision thereof. Utilities, as referenced herein, are defined as utility services including, but not limited to, sewer, water, electric, internet, cable, phone, gas, etc.
 - a. Maintenance and Costs: The Lot 18 owner(s) shall be responsible for maintenance and repair of at-grade access improvements, including snow plowing/removal, grading, repair and replacement of asphalt, installation and maintenance of signage, and any other physical necessity or amenity specific to the access use of the Easement. Lots 18 and 19 shall split the cost evenly between Lot 18 and Lot 19 for maintenance, repair, or replacement of shared utility components within the Easement. Costs for maintenance, repair, or replacement of physical components of utilities that are within the Easement but exclusively and individually serve Lot 18 or 19 shall be the responsibility of the respective lot owner served by such utility.
 - b. No Merger: It is the intent of Declarant that no merger of title shall take place which would merge the restrictions of the Easement with title to either Lot 18 or Lot 19 and that the restrictions on the use of Lot 18 and Lot 19, as outlined in the Easement, shall become and remain permanent and perpetual restrictions on the use of the Property as provided for in this Declaration and that merger, which would eliminate such restrictions, shall not take place.
 - c. Reservation: The Lot 19 owner(s) reserves unto itself, its heirs, successors and assigns, the right to utilize the Easement, and to grant additional easements in all or part of the same location as the Easement granted herein, so long as said use and additional easements granted are consistent with the rights granted herein and do not interfere with the easement granted herein.
 - d. Mechanics Liens; Indemnity: All work done within the Easement shall be timely completed and performed in a good and workmanlike manner. If a lien is filed against Lot 19 because of the actions of the owner or lessee of Lot 18, the Lot 18 owner and/or lessee shall cause such lien to be released within 30 days after receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by law to discharge and release the lien against Lot 19. If the Lot 18 owner fails to remove a lien described in this section, then the owner or owners of Lot 19 shall have the right, after providing written notice to the owner or lessee of Lot 18, to take all steps reasonably necessary to have the lien removed and the Lot 18 owner and lessee shall indemnify the Lot 19 owner(s) for all actual costs and expenses reasonably incurred by the Lot 19 owner(s) in having the lien removed from Lot 19, including reasonable attorney's fees actually incurred by Lot 19 owner(s) in having the lien removed. Moreover, the Lot 18 owner(s) shall indemnify and hold harmless the Lot 19 owner from any actions, costs, or liabilities arising out of

its, or its lessees, agents, employees, guests, or invitees, use of the Easement, excepting therefrom any actions, costs or liabilities arising from the gross negligence or willful acts of the Lot 19 owner(s).

2. Grant of Shared Trash and Recycling Easement: Declarant hereby grants for the benefit of Lot 18 and Lot 19, respectively, a non-exclusive, perpetual Trash and Recycling Enclosure easement on that easement area as legally described in Exhibit A and graphically depicted in Exhibit B, which exhibits are attached and incorporated herein by reference, for storage of refuse generated at the Property and disposed of by owners and/or lessees of the Property in its entirety or in part (the "Trash and Recycling Easement"). The Trash and Recycling Easement shall only be used for active disposal of refuse by owners and/or lessees of the Property in an enclosed storage facility and for regular collection by a sanitation and waste company. Refuse generated off of the Property or generated by an unpermitted use or construction on the Property is not permitted within the Trash and Recycling Easement. Declarant, as owner of Lot 18 and Lot 19, shall also have the right to install, inspect, construct, maintain, improve, and repair the physical enclosure and any storage containers or dumpsters located within the Trash and Recycling Easement, including without limitation, the rights of snow removal.
 - a. Access: Declarant hereby grants the permitted users and collectors of the Trash and Recycling Easement, as defined above, pedestrian, or vehicular access over the Easement to reasonably access the Trash and Recycling Easement.
 - b. Maintenance and Costs: The owners and/or lessees of Lots 18 and 19, or any subdivision thereof, shall agree in writing on a fee schedule commensurate to the typical rate and volume of refuse generated by use and establish a joint contract with an agreed-upon waste collection company.
 - c. No Merger: It is the intent of Declarant that no merger of title shall take place which would merge the restrictions of the Trash and Recycling Easement with title to either Lot 18 or Lot 19 and that the restrictions on the use of Lot 18 and Lot 19, as outlined in the Trash and Recycling Easement, shall become and remain permanent and perpetual restrictions on the use of the Property as provided for in this Declaration and that merger, which would eliminate such restrictions, shall not take place.
 - d. Reservation: The owner(s) of Lot 18 and Lot 19 reserve unto itself, its heirs, successors and assigns, the right to utilize that portion of the Trash and Recycling Easement located within their respective lots, and to grant additional easements in all or part of the same location as the Trash and Recycling Easement granted herein within their respective lots, so long as said use and additional easements granted are consistent with the rights granted herein and do not interfere with the with the easement granted herein.
3. Enforcement and Remedies: Declarant, its successors, and assigns shall be entitled to enforce this Declaration by specific performance, injunction, or by bringing an action for damages. The prevailing party in an action brought under this Declaration shall be entitled to recover from the other party or

parties, as the case may be, reasonable attorneys' fees and costs, in addition to all other relief provided by law or in equity, including costs and fees upon appeal.

4. Amendments: Any modifications, amendments, or changes to any of the provisions of this Declaration shall be effective only if in writing and executed by owners of Lot 18 and Lot 19, including any subdivision thereof.
5. Binding Effect: This Declaration shall be appurtenant to Lot 18 and Lot 19, as they may be divided or subdivided. This Declaration shall be perpetual, shall run with the land, shall burden Lot 18 and Lot 19, as they may be divided or subdivided. Nothing contained herein shall be deemed a dedication of the Easement or Trash and Recycling Easement, or any part thereof, for a public purpose or public use.
6. Governing Law: This Declaration shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming. Venue for any lawsuit brought under this Declaration shall lie exclusively in the 9th Judicial Circuit, Teton County, Wyoming. The descriptive headings of the sections contained in this Declaration are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions herein. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Declaration.
7. Recordation: This Declaration shall be recorded in the land records of the Office of the Teton County, Wyoming Clerk.
8. Severability: If any provision of this Declaration is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Declaration.
9. Authority: Declarant warrants that it is fully authorized to enter into this Declaration, and that the acquiescence or approval of no other person or entity is required.

This Declaration will take effect when recorded with the Clerk of Teton County, Wyoming.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

TETON COUNTY, a duly organized county of the State of Wyoming

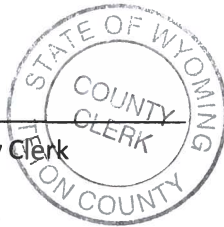
Luther Propst

By: Luther Propst, Chair, Teton County Board of County Commissioners

ATTEST:

Maureen E. Murphy

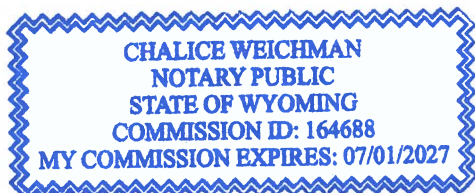
By: Maureen E. Murphy, Teton County Clerk



STATE OF WYOMING)
)ss
COUNTY OF TETON)

The foregoing Declaration was acknowledged before me by Luther Propst 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 7th day of FEBRUARY, 2023.

Witness my hand and official seal.



[Signature]
Notary Public

**EXHIBIT A
LEGAL DESCRIPTION
TRASH ENCLOSURE EASEMENT**

A 12-foot wide by 12-foot-wide easement, located within the NE 1/4 SE 1/4, Section 28, Township 41 North, Range 116 West, 6th Principal Meridian, Town of Jackson, Teton County, Wyoming, and being located in Lot 18 and Lot 19 of Joseph R. Jones Third Addition to the Town of Jackson, Plat No. _____, records of the Office of the Clerk of Teton County and more particularly described as follows:

Beginning at the northeast corner of Said Lot 18, being the northern point of the dividing line between Said Lot 18 and Lot 19, thence S89°56'43"W along the north line of Said Lot 18, a distance of 6 feet;

Thence S00°00'00"E, a distance of 12 feet, being 6 feet westerly and parallel with the east of line of Said Lot 18;

Thence N89°56'43"E, a distance of 6 feet, to the east line of Said Lot 18;

Thence N89°56'43"E, a distance of 6 feet to a point, being 6 feet easterly and parallel with the west of line of Said Lot 19;

Thence N00°00'00"E along a line parallel with and 6 feet easterly of the dividing line between Lots 18 and 19, a distance of 12 feet to the north line of Said Lot 19;

Thence S89°56'43"W, along the north line of Said Lot 19, a distance of 6 feet to the Point of Beginning.

Contains 144 square feet more or less. and is subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

Basis of bearing is S89°56'43"W along the north line of Said Lots 18 and Lot 19.

Lucas D. Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 22-336
January 25, 2023

**Notice Regarding Transfer of Floor Area
From Lot 19 (Sending Property) to Lot 18 (Receiving Property), Joseph R. Jones Third Addition**

WHEREAS, Teton County, Wyoming, a duly organized county of the State of Wyoming ("**Teton County**"), is the owner of **Lot 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on _____ as Plat No. _____**, being a portion of PIDN 22-41-16-28-4-02-012 (the "**Sending Property**").

WHEREAS, Teton County is also the owner of **Lot 18 of the Joseph R. Jones Third Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on _____ as Plat No. _____**, being a portion of PIDN 22-41-16-28-4-02-012 (the "**Receiving Property**").

WHEREAS, Teton County applied to the Town of Jackson for a Zoning Compliance Verification for an anticipated Boundary Adjustment to split three lots of record, Lots 15, 16 and 17, Block 2 of the Joseph R. Jones Addition to the Town of Jackson, Plat No. 113, into 2 lots (P22-251).

WHEREAS, on _____, 2022, the Town of Jackson Planning Director issued a Zoning Compliance Verification for the proposed Boundary Adjustment requiring, among other things, that Teton County record notice in the title record for both the Sending Property and Receiving Property regarding floor area calculations between the two sites (P22-251). The purpose of this notice is to document a floor area transfer from the Sending Property to the Receiving Property as of the date this Notice is recorded.

WHEREAS, Teton County submitted its Boundary Adjustment application to the Town of Jackson (P22-____). At the time the Boundary Adjustment application was submitted, the Sending Property and Receiving Property were developed as a unified site with 2 structures, containing a total of 22,012 square feet of floor area, in compliance with applicable zoning regulations.

WHEREAS, it was anticipated that after the Boundary Adjustment was approved and recorded, the Receiving Property would be developed with approximately 3,626 square feet more floor area than allowed under the CR-2 regulations.

WHEREAS, it was anticipated that after the Boundary Adjustment was approved and recorded, the Sending Property would be developed with approximately 3,626 square feet less floor area than allowed under the CR-2 regulations.

WHEREAS, to ensure compliance with the Town of Jackson Land Development Regulations, the Sending Property is transferring 3,626 square feet of floor area to the Receiving Property, and the Receiving Property is accepting said transfer of 3,626 square feet of floor area.

WHEREAS, on _____, 2023, the Town Council approved Teton County's request for a Boundary Adjustment (P22-292).

WHEREAS, pursuant to the Boundary Adjustment approval, Teton County is recording this Notice to memorialize the transfer of 3,626 square feet of floor area from the Sending Property to the Receiving Property, and once this transfer is complete, it will result in a reduction of the available floor area on the Sending Property of 3,626 square feet.

WHEREAS, the Planning Director is also signing this Notice to confirm that, pursuant to the transfer described herein, the Sending Property and Receiving Property comply with current Town of Jackson, Wyoming Land Development Regulations (“LDRs”) for floor area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Teton County, as owner of the Sending Property, hereby transfers 3,626 square feet of floor area from the Sending Property to the Receiving Property. Teton County, as owner of the Receiving Property, hereby accepts the transfer of 3,626 square feet of floor area from the Sending Property to the Receiving Property. The transfer of floor area described herein from the Sending Property to the Receiving Property shall not restrict or in any way limit the Sending Property or Receiving Property from obtaining additional floor area or other development rights from the following: (i) a future transfer of development rights or floor area to the Sending Property or Receiving Property so long as such transfer is permitted by the LDRs, as they may be amended; (ii) any zoning or regulatory changes that increase allowable floor area on the Sending Property or Receiving Property; or (iii) future redevelopment of the Sending Property and/or Receiving Property.

[Remainder of Page Intentionally Left Blank—Signatures to Follow]

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

As owner of both the Sending and Receiving Property

By: Luther Propst, Chair, Teton County Board of County Commissioners

ATTEST:

Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Notice Regarding Transfer of Floor Area was acknowledged before me by Luther Propst 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 _____, 2023.

Witness my hand and official seal.

Notary Public

Approved by the Town of Jackson Planning Department

By: Paul Anthony
Its: Planning Director, Town of Jackson, Wyoming

STATE OF WYOMING)
) ss
COUNT OF TETON)

Subscribed and sworn to before me by Paul Anthony, as Planning Director for the Town of Jackson,
Wyoming this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P22-292		COUNTY CLERK REVIEW COMMENTS	(2/8/2023 8:47 AM AL) Below is the clerks office review. Under the certificate of owners: Last sentence of 5th paragraph, suggest changing the verbiage to across said lots, they being reconfigured as shown they are being 11th paragraph - suggest changing the (Childrens Learning Center Inc) to (Teton County, Wyoming/The Childrens Learning Center Inc) as it is shown on document bk 872 pg 72 FYI - The referenced document 1052481 has no legals. Please let me know if you have any questions. Thank you, Kellie Dickerson Chief Deputy Clerk Elections & Marriages Teton County Clerks Office 307-733-4430 307-732-8427		
		COUNTY CLERK REVIEW COMMENTS	(12/19/2022 12:05 PM AL) I have checked the Plat and the documents, and I found on the Plat that Riley isnt called out as the Town Clerk. Please have the order of recording penciled in on the top right-hand corner of each document. Will this be recorded in 2022 or 2023? If so, please correct the documents with the right year as some have 2022 and 2023. Thank you, Corri (12/19/2022 1:01 PM AL) Couple more things Paul Anthony should be called out as Town Planning Director No document for the Trash & Recyling Enclosure Easement referenced on map Thank you, Kellie Dickerson Chief Deputy Clerk Elections & Marriages Teton County Clerks Office		
			(1/18/2023 4:16 PM SM)		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P22-292		ENGINEERING DEPARTMENT COMMENTS	BOUNDARY ADJUSTMENT INSUFFICIENT P22-292Boundary Adjustment with Replat ADDRESS:105 W Mercill Avenue OWNER:Teton County APPLICANT:Kristi Malone - Affordable Housing Department 1/18/2023 Scott Mohror, (307) 733-3079 DATE OF SUBMITTAL:12/19/2022 DATE OF MATERIALS:11/23/2022 REVISION NO.: 00 The Engineering Division has reviewed your application for a BOUNDARY ADJUSTMENT WITH REPLAT submitted on and with application materials as dated above. PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED: GENERAL 1.Community Children Project note refers to lease document to be revised and filed concurrently with this map. Show any linework in final state. 2.Remove line work and notes from vacated easements. 3.Trash enclosure easement access is outside the hatched access. Provide trash enclosure easement to the plat. 4.Clarify with a note if trash enclosure is accessible for Lot 18 or Lot 19 only or for both lots. 5.Will the driveway easement to Community Children Project per lease agreement remain? Delete if no longer applicable. 6.Call out Leased Area Line note as coincident with lot line. 7.Label for access & utility easement granted by virtue of this plat cover up line work. Relocate note for clarity. LEGEND 8.Legend and notes are cluttered and jammed to fit the page. Label the notes below the legend NOTES for clarity. CERTIFICATE OF OWNERS 9.If applicable add a note to the affect that, there are no water rights attached to said subdivision. 10.If applicable add a note to the affect that there are no water rights to be abandoned attached to said subdivision. 11.4th sentence, revise Mercill Avenue to W Mercill Avenue.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			12.Add ToJ sewer easement note. 13.Add ToJ lighting agreement note. 14.8th sentence, show trash and recycling easement on plat. 15.10th and 11th sentences, easements to be vacated, delete sentences. 16.14th and 15th sentences, include revision to the Ground Lease w (1/11/2023 12:49 PM AL)		
		ENGINEERING DEPARTMENT COMMENTS	STATEMENT OF OWNER: 1. Provide 30' wide separate instrument for sewer utility per 2/21/2023 meeting with Jill Arnold and Lea Colasuonno.		
P22-292		SURVEY REVIEW	Town of Jackson Planning and Building February 15, 2023 P.O. Box 1687 Jackson, WY 83001 ATTN: Katelyn Page, Senior Planner RE: P22-292, J.R.Jones 3rd Addition to the TOJ, surveyors review Dear Katelyn: I have reviewed the revised plat accompanying the P22-292 application. The surveyor has adequately addressed my concerns. 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,		
			Sincerely, Todd Cedarholm, PLS County Surveyor, Teton County Wyoming (1/11/2023 12:49 PM AL) Todd Cedarholm, PLS 155 West Gill Ave PO Box 12290 Jackson, Wyoming 83002 Phone (307) 734-6131 fax (307) 734-1264 cellular (307) 413-1219 todd@onsightsurvey.com Town of Jackson Planning and Building January 9, 2023 P.O. Box 1687 Jackson, WY 83001 ATTN: Tyler Valentine, Senior Planner RE: P22-292, J.R.Jones 3rd Addition to the TOJ, surveyors review Dear Tyler: I have reviewed the plat accompanying the P22-292 application. I would suggest that the surveyor address the following items: The Vicinity Map title location must include a reference to the 6th P.M. The contact information for the Owner and Subdivider should include a complete mailing address and phone number. The monument descriptions within the legend are incomplete and poorly described. Surveyor		
		SURVEY REVIEW			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			jargon should be replaced with specific descriptions and accurate dimensions of each monument set or found. In line 8 of the legend, the surveyors name before LS 6447 is spelled incorrectly. Any easements that have been vacated should be removed from the map. The CCP lease area is poorly drawn and annotated. This must be corrected. The exterior boundary of Lot 18 is defined by numerous redundant and conflicting bearings and distances on the west, north, and east lines. This must be corrected. The common line between Lots 18 and 19 is shown with a double line. This must be corrected. The extents of the LVE easement described in Instr# 1013777 are not clearly shown or annotated. The Qwest easement described in Instr# 1031645 must be completely annotated and not just shown graphically as this may impact the condominium building. The proposed access and utility easement must be completely annotated and not simply shown graphically. The landscape area described in Instr # 0587493 must be drawn and annotated on the map. ANY EASEMENT, AGREEMENT AREA, OR LEASE AREA THAT MAY OVERLAP OR POTENTIALLY IMPACT THE CONDOMINIUM MUST BE DRAWN AND ANNOTATED PER TH (1/18/2023 4:16 PM SM) BOUNDARY ADJUSTMENT INSUFFICIENT		
			TITLE 22 CONSULTANTS PLAT REVIEW JOSEPH R. JONES THIRD ADDITION TO THE TOWN OF JACKSON Proposed Plat: Joseph R. Jones Third Addition to the Town of Jackson Platted From: Lots 15, 16, 17 of Block 2 of Joseph R. Jones, Plat 113 Located: Town of Jackson Owner/Subdivider: Fee owner: Teton County, Wyoming. Lessees pursuant to recorded Ground Leases: The Childrens Learning Center, Inc., and Mercill Partners, LLC Summary: The proposed plat creates two lots from three existing lots. The western lot (Lot 18) currently houses the Childrens Learning Center. The eastern lot (Lot 19) is being developed with 30 condominium units over ground floor commercial. Additional Documents to be Recorded Provided with Plat: Affidavit and Acknowledgement of Acceptance of Plat (x4), Declaration of Covenants, First Amendment to Ground Lease (CLC), Notice Regarding Transfer of Floor Area Title Report provided by Wyoming Title & Escrow Effective Date: September 23, 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 ? The following 3 documents have been recorded since the effective date of the title report: 1. Instrument 1048181, Amendment to Mortgage (as to BOJH at 1002144) 2. Instrument 1051463, Vacation of Easement (as to LVE at Book 130, Page 550)		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			3. Instrument 1051464, Vacation of Easement (as to LVE at Book 240, Page 235) PLAT REVIEW Technical Review ACCESS: Legal access is provided via North Glenwood Street and Merfill Avenue (public streets). EASEMENTS/ENCUMBRANCES: All easements cited on the title report ? Are ? Are Not shown on the proposed plat (located and/or included in the Certificate of Owner). STREETS/ALLEYS: ? Dedicated to the public ? Private, with rights of way granted to each lot owner ? N /A, no streets or alleys within plat boundary LOT DIMENSIONS ? Are ? Are Not properly shown. Lots ? Are ? Are Not PROGRESSIVELY NUMBERED. The underlying land ? Is ? Is Not VACATED. CERTIFICATES Certificate of Owner(s) ? Included ? To be provided via separate Affidavit Certificate of Surveyor ? Included ? Not included Certificate of Acceptance from ? Town of Jackson ? Teton County ? Included ? Not Included Certificate of Mortgagee(s) ? Included ? To be provided via separate Affidavit ? N/A PLAT REVIEW Conclusions Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat and documents to be recorded: 1. Lower Valley Easements The Lower Valley Easements at Book 130, Page 550 and Book 240, Page 235 have been vacated, so the following changes should be made: ? Remove references to these easements and the depiction of the easement areas from the face of the plat, as well as from the Certificate of Owner (paragraph 10). 2. First Amendment to Ground Lease (CLC) to be recorded ? The purpose of the Amendment is to change the legal description of the leased premises, so the depictions on the face of the plat of the prior leased premises and references to the Community Childrens Project lease should be removed. ? Similarly, the vacated driveway easement on Lot 19 and references to the CCP lease should be removed from the plat. ? The fifth Whereas under the Recitals of the proposed lease amendment should cite the original lease instruments at 249/461 and 872/72. ? Paragraph 3, Leased Premises change The Leases Premises to The Leased Premises. ? Exhibit A Would be helpful to add language along the lines of, Secondly described as Lot 18 of the Joseph R. Jones Third Addition to the Town of Jackson. 3. Declaration of Covenants		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P22-292		TITLE REVIEW	? The third paragraph under Recitals references a Boundary Adjustment. This should be changed to reference the new plat creating Lots 18 and 19. ? No Exhibit A attached. ? Do you wish to depict the Shared Trash and Recycling Easement on the plat? 4. Certificate of Owners ? The signature block for Jackson/Teton County, Wyoming should be changed to Teton County, Wyoming. ? Paragraph 6 regarding the access and utility easement remove quotation marks. ? Paragraph 13 Silver Star should be identified as Silver Star Telephone Company, Inc. 5. Legend Proposed Access & Utility Easement should be changed to Access and Utility Easement granted this plat. Comments/General Observations: For your review and consideration, may not require changes: 1. Certificate of Mortgagee execution ? Recently recorded documents indicate that the former Bank of Jackson Hole is executing documents as, Bank of Jackson Hole, a division of NBH Bank. ? You may wish to cite the recently recorded Amendment (Document Number 1002144 as Amended by Document Number 1048181). 2. Affidavit of Acceptance of Plat CLC Would be preferable for paragraph 1 to cite all 3 lease documents. 3. Affidavit of Acceptance of Plat Mercill Partners Would be preferable for paragraph 1 to also cite the First Amendment to Ground Lease, Document Number 1002143. 4. Old Key Bank Mortgage (title report exception 7) The mortgage modification at Book 254 of Photo, Page 728 cites a maturity date of June 1, 2012. Given the provisions of WS 34-4-102 (see below), I was hopeful that the title company would consider removing this exception as it matured over 10 years ago, but Christina Feuz at WTE has been unwilling to do so. 34-4-102. Foreclosure by advertisement. (a) Every mortgage of real estate, containing therein a power of sale upon default being made in any condition thereof, may be foreclosed by advertisement within ten (10) years after the maturing of such mortgage or the debt secured thereby, or after the recording thereof, in the cases and in the manner hereinafter specified. The parties may wish to record an Affidavit setting forth this plat. PLAT SHEETS 17.If applicable add, that easements are provided for or noted to be recorded contemporaneously		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			with the plat. ng forth the facts in regard to this mortgage (has been paid off, no release recorded, no foreclosure proceedings initiated, over 10 years since maturity, etc.). While this wont release the mortgage, it may provide a comfort level to title companies and encourage them to insure over this mortgage in the future. Next Steps: 1. ENTITY DOCS The Lessee should provide a copy of the Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party. 2. EXECUTION/ACKNOLWEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled. 3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review. PLAT REVIEW Disclaimer Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat. Plat Review submitted by: 1.10.23 Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		TITLE REVIEW	Hi all, comments on revisions to P22-292 are as follows: 1) The boundary line on the vicinity map is incomplete/does not close, and various surveying calls are illegible/imposed on top of each other. 2) There is a typo in the Certificate of Mortgage in regard to the Mortgage Amendment Document (shown as 10481841, should be 1048181). Also, this Affidavit is lacking a title/header. 3) I've seen varying info on Mercill vs. W. Mercill, currently, the Certificate of Owners shows "W Mercill." 4) Since the legal descriptions of the leased premises now conform to the lot lines of this plat, is it necessary to show the "leased area line" that is currently included on the face of Lot 18? I do not have an additional charge for this subsequent review other than for copies; I will forward an invoice for that when I am billed by Stinky Prints. Nancy Hughes		
		TITLE REVIEW	see notes		
	02/15/2023	PLANNING DEPARTMENT COMMENTS		ALANGLEY@JACKSONWY.GOV	02/15/2023
	02/15/2023	PLANNING REVIEW		ALANGLEY@JACKSONWY.GOV	02/15/2023
	02/15/2023	DETERMINATION OF SUFFICIENCY		ALANGLEY@JACKSONWY.GOV	02/15/2023
	02/21/2023	PARKS AND RECREATION DEPARTMENT COMMENTS		BTLENZ@JACKSONWY.GOV	02/21/2023
	02/08/2023	FIRE DEPARTMENT COMMENTS		MIGRATION	02/15/2023
	01/11/2023	JOINT HOUSING DEPARTMENT COMMENTS		MIGRATION	02/15/2023
	12/19/2022	COMPLETE REPORT		MIGRATION	02/22/2023
	01/18/2023	LEGAL DEPARTMENT COMMENTS		MIGRATION	03/01/2023

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
	01/11/2023	PLANNING DEPARTMENT COMMENTS		MIGRATION	02/15/2023
		POLICE DEPARTMENT COMMENTS			
		RECORD DOCUMENTS			
		TOWN COUNCIL MEETING			
		PUBLIC NOTICE			
		FINAL LETTER			
		BUILDING DEPARTMENT COMMENTS			
		PC KEY ISSUES			
		INITIAL REPORT			
		PATHWAYS DEPARTMENT COMMENTS			
		FINAL REPORT			
		START DEPARTMENT COMMENTS			

STAFF REPORT



Meeting Date:	March 06, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Katelyn Page
Agenda Item:	Item P22-298 - Request for a Subdivision Plat at the property addressed 105 Mercill Avenue.	Public Comment:	Yes

Purpose & Policy Considerations.

A Subdivision Plat is required to divide land or airspace, including condominiums and townhouse subdivisions, 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 the Mercill Avenue Condominiums Addition to the Town of Jackson located at 105 Mercill Avenue. This Subdivision Plat request follows the previously approved Building Permit for a 34-unit mixed use condominium building at 105 Mercill Avenue.

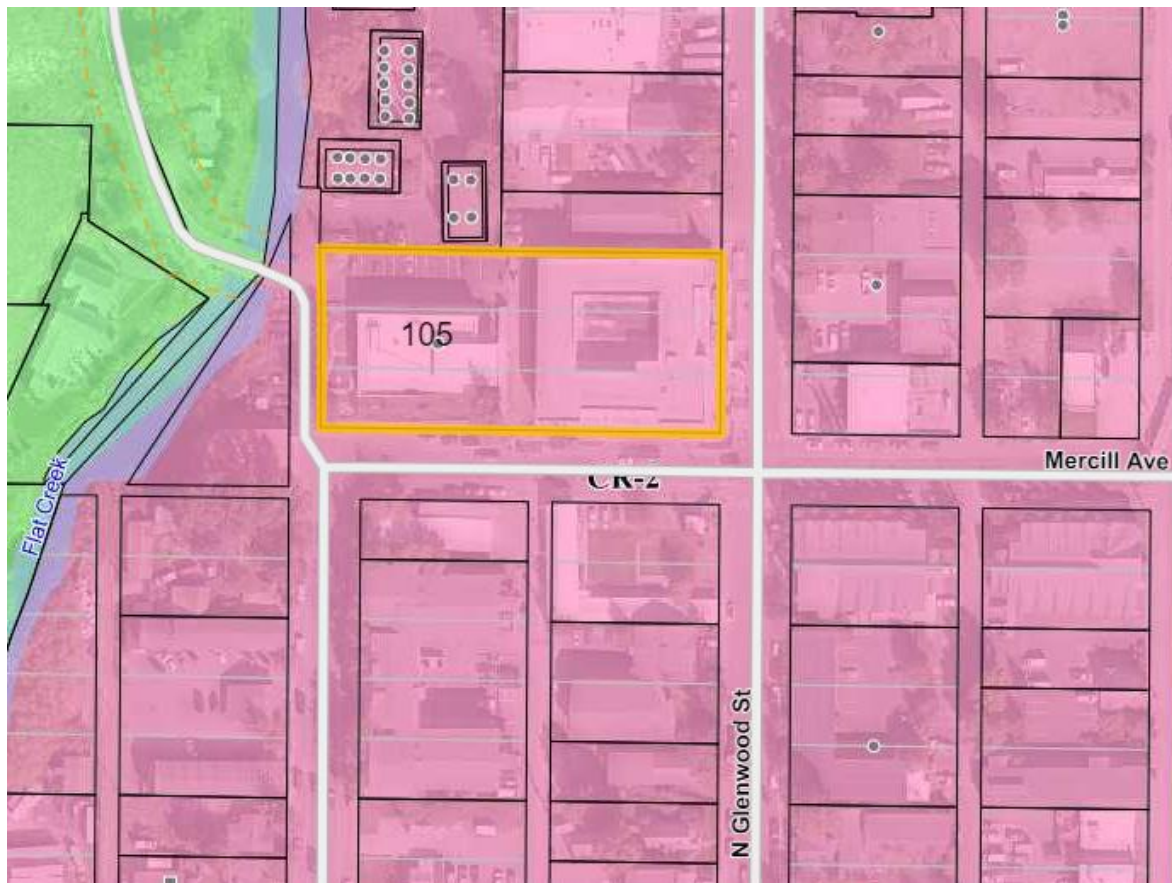
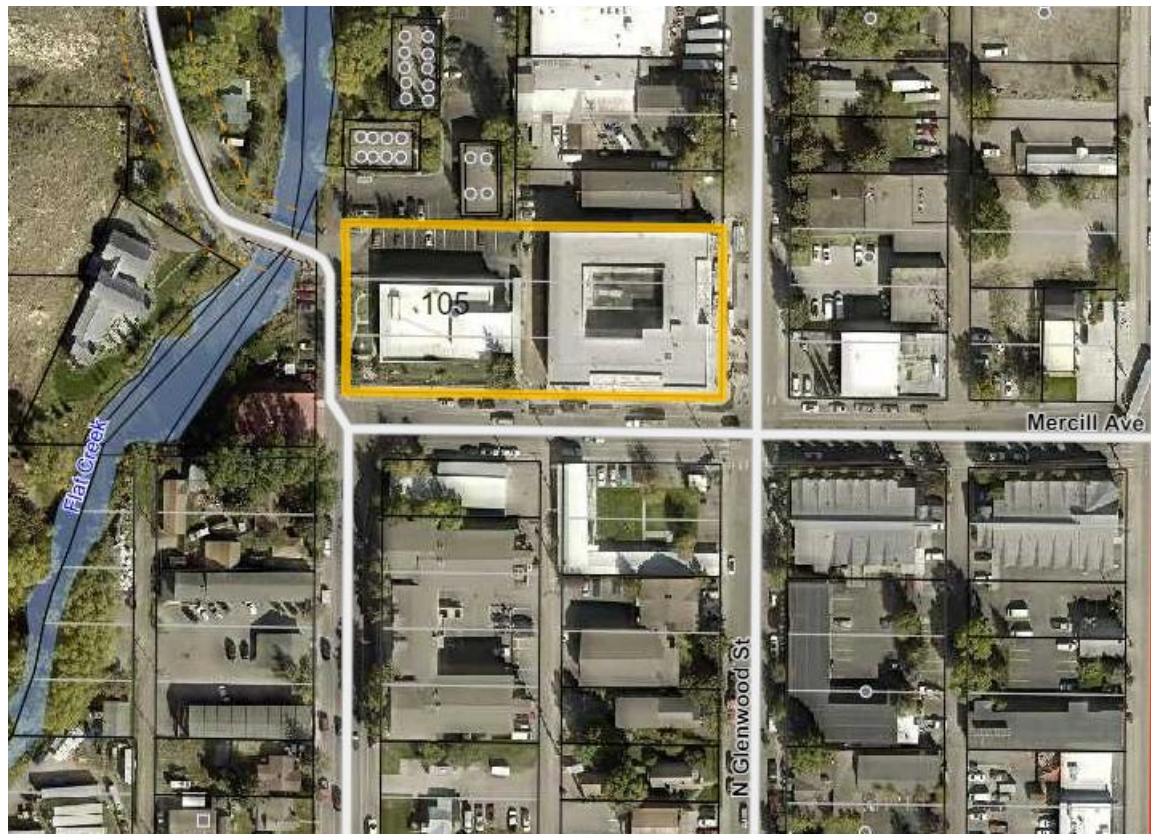
Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for Mercill Avenue Condominiums Addition to the Town of Jackson at the property addressed at 105 Mercill Avenue, subject to the Land Development Regulations, the department reviews attached hereto, and the following condition(s) of approval:

1. Prior to approval, Boundary Adjustment P22-292 shall be approved by Town Council.
2. Prior to recordation, Boundary Adjustment P22-292 shall be recorded with the County Clerk.
3. Prior to approval, Sewer Easement E23-0011 shall be approved by Town Council.
4. Prior to recordation, Sewer Easement E23-0011 shall be recorded with the County Clerk.
5. Park and School Exactions shall be paid at the time of plat recording.
6. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record a Workforce Ownership and Rental deed restrictions against the designated workforce units.

Project Location.

The property is located at 105 Mercill Avenue and, as of the date of this staff report, is legally described as PT. LOTS 15-17, Block 2, of Joseph R. Jones Addition to the Town of Jackson. Following approval of proposed Boundary Adjustment (P22-292), the legal description of this property prior to subdivision will become LOT 19 of the Joseph R. Jones Third Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:



Background/Project Description.

Background: Teton County, WY was issued a building permit in June 2021 (B20-0512) for a mixed-use project that includes 30 residential units and 4 commercial spaces (approx. 6,840 sf total) that front Mercill Avenue and N. Glenwood Street. The building was issued a Certificate of Occupancy on January 23, 2023. The building will be three stories, with commercial on the first floor and residential on the two upper floors. Thirty-six (36) storage lockers and 44 parking spaces are provided in basement and at ground level. The 44 parking spaces are provided within an enclosed parking facility. Vehicular access to the parking facility is taken from either the south via Mercill Avenue or via the east from N. Glenwood Street. Pedestrian access is provided at street level to both commercial suites as well as residential stair/elevator towers.

Project Description: The applicant is proposing a subdivision plat to subdivide the 30 residential and 4 commercial units into ownership condominiums. The development is approximately 27,393 sf, 3 stories, and consists of 20 one-bedroom units, 10 two-bedroom units, and 4 commercial units. All residential units will have special restrictions for either a workforce ownership or workforce rental housing recorded against the respective units which is consistent with the partnership between the Jackson/Teton County Housing Department and 105 Mercill Partners, LLC. The breakdown of unit restriction types is 12 rental and 18 ownership. The deed restrictions were approved by Town Council at the January 17, 2023, regular meeting.

Analysis.

Staff finds that as conditioned, the proposed subdivision plat is in conformance with the LDRs, previously approved building permit. Park Exactions for 30 units is \$51,750.00 and School Exactions is \$45,000.00.

Comprehensive Plan & Priority Alignment.

Pursuant to Section 8.5.4.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. Neither a Development Plan nor Development Option Plan was required for the project. The qualifying floor area does not meet the threshold for requiring a Development Plan and Land Division in the CR-2 zone does not require a Development Option Plan. Thus the building permit serves the purpose of the Development Plan, which is to ensure compliance with the physical development standards found in the Town LDRs.

- 2. *Complies with Section 8.5.3.*** *The proposed Subdivision Plat shall comply with Section 8.5.4 – Subdivision Plat.*

Complies. Staff finds that, as conditioned, the proposed subdivision plat complies with the standards of Section 8.5.4 – 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 plat, as conditioned, 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, as conditioned, the proposed subdivision plat complies with the provisions of the LDRs. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.

Park Exactions - \$51,750.00

School Exactions - \$45,000.00

Public Comment.

As of the submission of this staff report, two emails - sent by representatives of future residents at 105 Mercill Avenue to Town Council members - were received by Town Staff. The emails describe personal financial impacts to future residents in regard to timing of plat recordation. These letters are attached.

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 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 (P22-298) for the Mercill Avenue Condominiums Addition to the Town of Jackson at the property addressed at 105 Mercill Avenue based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated March 06, 2023.

Town of Jackson Project Reviews

Project Number	P22-298	Applied	12/29/2022	AL
Project Name	Subdivision Plat - 105 Mercill	Approved		
Type	FINAL PLAT	Closed		
Subtype	CONDO/TOWNHOUSE	Expired		
Status	STAFF REVIEW	Status		
Applicant	Mercill Partners LLC	Owner	Teton County	
Site Address		City		State
105 MERCILL AVENUE		JACKSON		WY
				Zip
				83001
Subdivision		Parcel No		
JOSEPH R JONES ADDITION		22411628402012		

Type of Review	Dates				Remarks
Notes	Status	Sent	Due	Received	

Page 1 of 2

Building	APPROVED	12/30/2022	1/20/2023	1/4/2023	
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County Clerk	APPROVED W/CONDITI	12/30/2022	1/20/2023	1/4/2023	see notes
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(1/4/2023 4:45 PM AL)

Hello,

We have reviewed the Plat for the Mercill Avenue Condominiums and here is what we found:

1. The certificate of approval by the Town should be Riley Taylor, Town Clerk.
 2. The certificate of approval by the Town should be Paul Anthony, Town Planning Director.
- The Notary acknowledgment should also state the Town Clerk and the Town Planning Director.

Under the certificate of owners, we found:

1. "That the Subdivision is subject to those easements to Silver Star. The document from Bk. 809 Pg.424 is Silver Star Telephone Company Inc.

Also, there are blanks on the front page of the Plat for the Plat number. Is this something new? Will someone be filling in the blanks on the Plat while we are recording it? This is a first for us.

If you have any questions or comments, please feel free to reach out to me, or Kellie.

Corri

Fire	NO COMMENT	12/30/2022	1/20/2023	1/5/2023	
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Planning	APPROVED W/CONDITI	12/30/2022	1/20/2023	1/23/2023	
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(1/23/2023 2:44 PM KP)

See final staff report for details. Boundary Adjust Request P22-292 associated with this address must be approved prior to approval of subdivision plat P22-298. P22-292 must also be recorded prior to P22-298 recordation.

Exactions - Prior to recordation, applicant shall remit \$51,750 for Park and \$45,000 for Schools exactions based on 20-1 bedroom and 10 2-bedroom units. Please note initial park exactions calculations sheet submission incorrectly references \$54,750 for calculation.

Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record appropriate deed restrictions against the designated restricted housing units.

Public Works	APPROVED W/CONDITI	12/30/2022	1/13/2023	2/6/2023	See Notes
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Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	

(2/6/2023 10:22 AM SM)

SUBDIVISION PLAT – APPROVED w CONDITIONS

P22-298 Subdivision Plat – Mercill Avenue Condominiums

ADDRESS: 105 W Mercill Avenue

OWNER: Teton County, WY & Mercill Partners, LLC

APPLICANT: Tyler Davis

2/6/2023

Scott Mohror and Brian Lenz, (307) 733-3079

DATE OF SUBMITTAL: 12/30/2022

DATE OF MATERIALS: 12/29/2022

REVISION NO.: 00

The Engineering Division has reviewed your application for a SUBDIVISION PLAT submitted on and with application materials as dated above.

PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

GENERAL

1. Verify sheet numbers on Nelson Engineering drawings. There are nine sheets total. Review and revise as necessary.
2. Spell out the Joseph R. Jones Third Addition name on all the Title Blocks on all the drawings. Review and revise.
3. Provide the Plat No.____ in the description of the Plat shown on the lower right corner of all the drawings.
4. Review and revise all unit square footages as necessary. For example it appears that the square footages for Unit 213 and Unit 305 when scaled are different than their labels, check with the Certificate Sheet areas too.
5. Recommend including a NOTES heading on the general notes section of each sheet.
6. All documents shall be recorded in an order that provides for the correct parties being identified in the documents, e.g., Mercill Partners, LLC must be the deeded owner of the property to sign the plat as the owner. Review and revise as necessary.
7. Review and verify that all items, easements, acknowledgements, etc. created by the boundary adjustment plat are accurately shown and documented on this plat.

CERTIFICATE OF OWNER

8. ADD STATEMENT: that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles; and,
9. If applicable add a note to the affect that, there are no water rights attached to said subdivision. If water rights are appurtenant to the lands that they will be abandoned, or otherwise, according to state statutes.
10. ADD STATEMENT: that the subdivision is subject to that lighting easement granted on the boundary adjustment plat
11. ADD STATEMENT: that the subdivision is subject to that “trash” easement granted on the boundary adjustment plat.
12. ADD STATEMENT: that the subdivision is subject to that Town sewer easement granted on the boundary adjustment plat. This may vary depending on how the Access and Utility Easement on the Boundary Adjustment plat is created and who it benefits. We recommend that the Town sewer have a dedicated easement.
13. ADD STATEMENT: to the effect that this subdivision is connected to the Town of Jackson stormwater system through a sand/oil separator that is owned and maintained by the owner’s association as described in the CCRs.
14. 5th sentence: change Mercill Avenue to West Mercill Avenue.

PLAT SHEETS

15. SITE PLAN SHEET: revise easement line work per the Boundary Adjustment Plat comments.
16. NOTES: Include that the subdivision is connected to the Town stormwater system.
17. FLOOR PLAN SHEETS: add North arrow and scale on all floor plan sheets.

DECLARATION OF CONDO

18. 2.6 Common Elements: Include utilities or identify where common utilities are accounted for.
19. 7.2(b) Add stormwater lines and sand/oil separator to this paragraph to explicitly identify them as maintained utilities.
20. Exhibit A: Review and revise as necessary if any unit square footages change upon further review.

SUBDIVISION PLAT – APPROVED w CONDITIONS

P22-298 **Subdivision Plat – Mercill Avenue Condominiums**
ADDRESS: **105 Mercill Avenue**
OWNER: **Teton County, WY & Mercill Partners, LLC**
APPLICANT: **Tyler Davis**

3/2/2023

Scott Mohror and Brian Lenz, (307) 733-3079

DATE OF SUBMITTAL: 2/2/2023

DATE OF MATERIALS: 2/24/2024 (NE Response Letter)

REVISION NO.: 01

The Engineering Division has reviewed your application for a **SUBDIVISION PLAT** submitted on and with application materials as dated above.

CONDITIONS OF APPROVAL:

1. Deed to Mercill Partners, LLC shall be recorded prior to plat recordation.
2. The blank referencing the Joseph R. Jones Third Addition plat shall be filled in before filing.
3. CERTIFICATE OF OWNERS: fill in the appropriate Plat No. and Document No. before filing.



TITLE 22 CONSULTANTS PLAT REVIEW

MERCILL AVENUE CONDOMINIUMS

Proposed Plat: Mercill Avenue Condominiums Addition to the Town of Jackson

Platted From: Lot 19 of Joseph R. Jones Third Addition to the Town of Jackson, Plat Number TBD (plat to be recorded)

Located: Town of Jackson

Owner/Subdivider: Mercill Partners, a Wyoming limited liability company

Summary: Lot 19 is being subdivided into a condominium building consisting of 4 commercial units and 30 residential units. The residential units will be workforce deed restricted, and will also be subject to a revolving Right of First Purchase in favor of the Town of Jackson.

Additional Documents to be Recorded Provided with Plat: 1) Certificate of Mortgagee 2) Right of First Purchase Agreement 2) Declaration of Condominium

Title Report provided by Wyoming Title & Escrow **Effective Date:** 10.5.22

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

☒ The following 3 documents have been recorded since the effective date of the title report:

1. Instrument 1048181, Amendment to Mortgage (as to BOJH at 1002144)
2. Instrument 1051463, Vacation of Easement (as to LVE at Book 130, Page 550)
3. Instrument 1051464, Vacation of Easement (as to LVE at Book 240, Page 235)

PLAT REVIEW – Technical Review

ACCESS: Legal access is provided via Merrell Avenue and Glenwood Street

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

Comments: Some matters shown in the title report have been vacated, or apply to other land included in the report.

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

AIRSPACE UNITS (2 DIMENSIONS) ☐ Are ☒ Are Not properly shown*.

*We will defer to the surveyor on this, but it does not appear all units are shown in the section views, as required. We are not finding Units 203, 206, 207, 302, 304, 307, 308.

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

The underlying land ☒ Is ☐ Is Not **VACATED**.

CERTIFICATES:

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

Certificate of Surveyor ☒ Included ☐ Not included

Certificate of Acceptance from ☒ Town of Jackson ☐ Teton County ☒ Included ☐ Not Included

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

Note: Instrument 1048181, Amendment to Mortgage, should be added

PLAT REVIEW – Conclusions

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

1. OWNERSHIP/VESTING: Title to subject land is currently vested in Teton County. A deed to Mercill Partners, LLC must be recorded prior to plat recordation.
2. LEGAL DESCRIPTION: All references to “Block 2” must be omitted, as the Joseph R. Jones Third Addition does not include multiple blocks, and the underlying ground to be vacated is simply “Lot 19,” not “Lot 19 of Block 2.”
3. LEGAL DESCRIPTION: All references to “J.R. Jones” should be changed to “Joseph R. Jones” to conform with the proper legal descriptions of the underlying plats.
4. COMMON ELEMENT: Land outside the building footprint but within the plat boundary should be Labeled as common element (presumably GCE).

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

1. VICINITY MAP: Is it possible to reflect the vicinity map on page 1 rather than page 2?
2. CERTIFICATE OF OWNER: The certificate does not appear to reference either the workforce deed restrictions or the ROFP in favor of the Town of Jackson. Should these be added?

Similarly, the garbage easement area to be created straddling Lots 18 and 19 is not referenced.

“Silver Star” should be identified as “Silver Star Telephone Company, Inc.”

3. OLD KEY BANK MORTGAGE: See comments on P22-292 plat review. It is my understanding the county is working to resolve this.

Next Steps:

1. ENTITY DOCS – The owner should provide a copy of the Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party.
2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.
3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review.

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:



2.20.23

Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company



Todd Cedarholm, PLS

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

February 22, 2023

ATTN: Katelyn Page, Planner

RE: P22-298, Mercill Condominiums Addition to the TOJ, surveyors review

Dear Katelyn:

I have reviewed the plat accompanying the P22-298 application. I would suggest that the surveyor address the following items:

- The Plat package submitted for review has not been updated to reflect the changes made to P22-292.
- The Plat package submitted for review is numbered incorrectly and includes two identical sheets 4.
- A water rights note must be added regardless of the the status or existence of any water rights.
- The Vicinity Map title location must include a reference to the 6th P.M, **ALWAYS**.
- The contact information for the Owner and Subdivider should include a complete mailing address and phone number.
- On Sheet 2, the area outside of the building footprint must be labeled as Common Area or GCE and the area value annotated.
- The monument descriptions within the legend are incomplete and poorly described. Surveyor jargon should be replaced with specific descriptions and accurate dimensions of each monument set or found.
- In line 8 of the legend, the surveyors name before LS 6447 is spelled incorrectly.
- Any easements that have been vacated should be removed from the COO and the map.
- The easterly line of that QWEST Easement as shown on the map accompanying P22-292 is not parallel to hence not coincident with the west boundary of the building footprint shown on Sheet 2.
- The exterior boundary of the building footprint shown on sheets 3, 4, 5, and 6 must be annotated.
- An elevation reference point must be shown and described.
- The area of Unit 314 is listed as 727 sq ft on Sheet 1 and as 737 sq ft on Sheet 6.

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", enclosed in a rectangular box.

Todd Cedarholm, PLS
County Surveyor, Teton County Wyoming

From: [Corrina Dorman](#)
To: [Annette Langley](#)
Cc: [Kellie Dickerson](#)
Subject: RE: P22-298 Trans Memo - 105 Mercill Ave. -Subdivision Plat
Date: Wednesday, January 4, 2023 4:45:00 PM
Attachments: [image001.png](#)



Hello,

We have reviewed the Plat for the Mercill Avenue Condominiums and here is what we found:

1. The certificate of approval by the Town should be Riley Taylor, **Town Clerk**.
2. The certificate of approval by the Town should be Paul Anthony, **Town Planning Director**.

The Notary acknowledgment should also state the Town Clerk and the Town Planning Director.

Under the certificate of owners, we found:

1. "That the Subdivision is subject to those easements to Silver Star. The document from Bk. 809 Pg.424 is Silver Star Telephone Company Inc.

Also, there are blanks on the front page of the Plat for the Plat number. Is this something new? Will someone be filling in the blanks on the Plat while we are recording it? This is a first for us.

If you have any questions or comments, please feel free to reach out to me, or Kellie.

Corri

From: Annette Langley <ALangley@jacksonwy.gov>

Sent: Friday, December 30, 2022 8:18 AM

To: Kelly Sluder <KSluder@jacksonwy.gov>; Steve Ashworth <sashworth@tetoncountywy.gov>; Stacy Stoker <SStoker@jacksonwy.gov>; Michelle Weber <mweber@jacksonwy.gov>; Brian Schilling <bschilling@tetoncountywy.gov>; Town Engineering <townengineering@jacksonwy.gov>; Lea Colasuonno <lcolasuonno@jacksonwy.gov>; Andrew Erskine <aerskine@tetoncountywy.gov>; Bruce Abel <babel@jacksonwy.gov>; Rachel Rudd <rrudd@tetoncountywy.gov>; Kristi M. Malone <kristi.malone@tetoncountywy.gov>; Lisa L. Potzernitz <lpotz@tetoncountywy.gov>; Raymond Lane <rlane@tetoncountywy.gov>; Nancy Hughes <nancy@title22consultants.com>; Todd Cedarholm <todd@onsightsurvey.com>; Corrina Dorman <cdorman@tetoncountywy.gov>; Vicki Carpenter <vcarpenter@tetoncountywy.gov>

Cc: Paul Anthony <panthony@jacksonwy.gov>; Katelyn Page <KPage@jacksonwy.gov>; Tyler Valentine <tvalentine@jacksonwy.gov>; Tyler Sinclair <tsinclair@jacksonwy.gov>

Subject: P22-298 Trans Memo - 105 Mercill Ave. -Subdivision Plat

Hello,

The application for P22-298 for a Subdivision Plat for the property located at 105 Mercill Ave., legally known as PT. LOTS 15-17, BLK.2 J.R. JONES (CHILDREN'S CENTER) PIDN: 22-41-16-28-4-02-012 is available by clicking on the link below:

[P22-298](#)

-

This Trans Memo is **NOT** in TrakiT. It can also be found on the Town of Jackson website under [current applications](#).

Thanks,

Annette Langley
Planning Coordinator
Town of Jackson
PO Box 1687
Jackson, WY 83001
307-733-0440 x 1304
www.jacksonwy.gov



[*Sign Up for the Town's Newsletter!*](#)

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Correspondence, including e-mail, to and from employees of Teton County, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

FODOR LAW OFFICE, PC



February 24, 2023

Sent via email only

Town of Jackson
Planning Department
Email: Planning@jacksonwy.gov

Re: P22-298; Resubmittal of Condo Plat Materials for Mercill Avenue Condominiums

Dear Katelyn:

Please find enclosed the updated condo plat materials for the above-referenced plat in response to staff review and comments provided earlier this week, including:

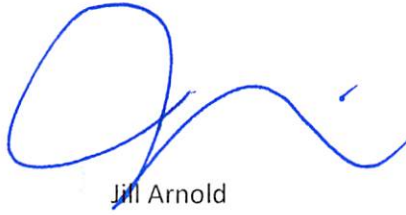
- Updated Condo Plat
- Updated Declaration of Condominium
- Response to Staff Review and Comments from Nelson Engineering
- Updated Certificate of Mortgagee
- DRAFT Town of Jackson Sanitary Sewer Easement Agreement with Exhibits A & B

Staff has included draft easement agreement and exhibits with consent item E23-0011

In addition to the responses provided by Nelson Engineering, I offer the following additional responses to staff comments and technical review.

- **Planning.** The 2 forms of the deed restrictions for this condo project, Special Restrictions for Workforce Ownership Housing and Special Restrictions for Workforce Condominium Rental Housing, were approved by the Town of Jackson in January. These will be recorded against the appropriate units concurrent with the condo plat.
- **Public Works—Declaration of Condo Comments**
 - 18. Please see the enclosed, updated Declaration of Condominium. We updated the definition of General Common Elements to specifically include utilities.
 - 19. Please see the enclosed, updated Declaration of Condominium. We added the requested language regarding stormwater lines and the sand/oil separator.
 - 20. Exhibit A has been updated to correct Unit 314 to 737 square feet (previously stated 727 square feet).
- **Title 22 Consultants.** An updated Certificate of Mortgagee is enclosed identifying the First Amendment to the mortgage instrument.

Thank you and please let me know if you have any questions.



Jill Arnold

Encl: Updated Condo Plat Package for P22-298

cc: Sue Karichner, *via email*
Tyler Davis, *via email*

SK/22-336

February 24, 2023

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

ATTN: Katelyn Page, Associate Planner

RE: P22-292, Mercill Avenue Condominiums

Dear Katelyn:

This letter accompanies the final plat with revisions prepared for the boundary adjustment referenced above.

Mercill Avenue Condominiums Addition to the Town of Jackson

In response to the comments of the County Surveyor, I make the following remarks:

- The plat has been updated with the comments from P22-292
- The Plat package shall be updated to have the correct sheets attached, no duplicates.
- A water rights note has been added to the plat.
- 6th P.M. has been added to the Vicinity Map
- Mailing address and phone number for the Owner and Subdivider has been added to the plat.
- The area outside of the building footprint has been labeled GCE along with its acreage/square footage.
- The monuments descriptions have been updated
- The surveyor's name has been corrected for LS 6447 to "Cedarholm"
- All vacated easements have been removed from the Certificate of Owners.
- Annotation for the foundation boundary has been added on sheets 3, 4,5 and 6.
- Basis of elevation has been added to Sheet 2 of 8 for the elevation reference point.
- The area for Unit 314 has been corrected on Sheet 1 to 737 sq ft.

In response to the comments of the Title 22 Consultants relative to the plat, I make the following remarks:

Recommendations:

- (1) Ownership/Vesting: Deed to Mercill partners, LLC shall be recorded prior to plat recordation.
- (2) All reference to Block 2 has been removed.
- (3) All reference to J.R. Jones has been corrected to Joseph R. Jones.
- (4) The GCE label has been added on the site plan for the area outside of the building footprint.

Comments/General Observation:

- (1) The vicinity map has been added to page 1.
- (2) Certificate of Owner:
 - Regarding the deed restrictions and RFOP, the deed restrictions for workforce ownership housing, workforce condominium rental housing and right of first purchase agreements statements have been added to the Certificate of Owners.
 - The trash enclosure statement has been added.
 - Silver Star has been corrected to state "*Silver Star Telephone Company, Inc.*"
- (3) Old Key Bank - no comment.

In response to the comments of the County Clerk relative to the plat, I make the following remarks:

- Riley Taylor's signature was missing "*Town*" before Clerk and it has been changed to *Town* Clerk in all references.
- Paul Anthony as Planning Director has been changed to *Town* Planning Director in all references.

Certificate of Owners:

- Reference to Silver Star easement Bk 809 pg. 424 has been corrected to Silver Star *Telephone Company, Inc.*
- The blank referencing the Joseph R. Jones Third Addition plat, shall be filled in before filing.
-

In response to the comments from the Planning Department, I make the following remarks:

- Boundary Adjustment P22-292 shall be approved prior to approval of this subdivision and filed prior to filing of this plat.
- Correct Park Exactions shall be paid prior to filing of plat.

In response to the comments of the Public Works relative to the plat, I make the following remarks:

General

- (1) There are a total of 8 sheets, a duplicate sheet was attached to the submittal causing the confusion.
- (2) Joseph R. Jones Third Addition, has been spelled out in the Title Block on all the sheets.
- (3) The Plat no. blank for Joseph R. Jones Third Addition shall be added once the plat is filed and before the Condominium Plat is filed.
- (4) The square footages have been checked and are correct, no change necessary.
- (5) The word Notes has been added on the Certificate Sheet and Site Plan above the notes.
- (6) All documents shall be filed in the correct order.
- (7) We shall review that all documents that are referencing the boundary adjustment plat are accurately shown and documented.

Certificate of Owner

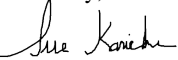
- (8) The statement has been added "*that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles*".
- (9) No known water rights are attached to the property that is being subdivided, a note has been added to the plat.
- (10) A statement has been added "*That access to inspect, repair, maintain, and replace the streetlight system including conduits, pull boxes, lighting fixtures, controls, metering, and electrical lines as granted to the Town of Jackson on Joseph R. Jones Third Addition Plat no. ____ is hereby reaffirmed.*"
- (11) A statement has been added "*That this subdivision is subject to a shared Trash and Recycling Enclosure Easement as described in that Declaration of Covenants, Conditions and Restrictions for Lots 18 and Lot 19 of the Joseph R. Jones Third Addition to the Town of Jackson, records of the office of the Teton County Clerk*"
- (12) A separate instrument shall be created for the sewer easement and a statement referencing the sewer easement has been added to the Certificate of Owners.
- (13) Statement regarding connection to Town of Jackson Stormwater system has been added.
- (14) Mercill Avenue does not have a designation of *West* Mercill Avenue anywhere, on a street sign, GIS or anywhere I can find, the street is called Mercill Avenue.

Plat Sheets

- (15) Bearing and distances have been added to the Access and Utility Easement, Qwest Easement and LVE easement.
- (16) Notes: This Subdivision is connected to the Town of Jackson Stormwater System has been added.
- (17) North arrow and scale have been added to the plan sheets.

I believe this address all the comments and requirements applicable to the plat map. Please call me if you have any questions or concerns.

Sincerely,



Sue Karichner
Encl.

S:\Proj\2023\206_105_Mercill - Condo Plat - Tyler Davis\Condo Plat\4 Invoing\SITE PLANNING CERTIFICATED - Feb 24 2023 10:09:38 an PLUTED BY Jarchiver BUG FORMAT 241

CERTIFICATE OF APPROVAL

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

The foregoing Subdivision, **Mercill Avenue Condominiums Addition to the Town of Jackson**, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2023 in accordance with Section 15-1-415 Wyoming Statutes.

Attest: Town of Jackson

Riley Taylor, Town Clerk Hailey Morton Levinson, Mayor

Brian T. Lenz, Town Engineer Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Riley Taylor, Town Clerk this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning Director, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)ss

I, Lucas D. Rudolph, hereby certify, to the best of my knowledge and belief:

That by authority of the owners I have subdivided the lands shown on this plat to be known as **MERCILL AVENUE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON**.

That this subdivision is identical with and described as Lot 19 of Joseph R. Jones Third Addition to the Town of Jackson, Plat No. _____ and located in the NE1/4 SE1/4, Section 28, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming.

That this plat was made from the notes of surveys made by me, or under my direction, from architectural drawings, and from records in the Office of the Teton County Clerk;

That all dimension and areas are correctly shown;

That all corners are monumented as shown hereon.

Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442

The foregoing instrument was acknowledged before me by Lucas D. Rudolph this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF MORTGAGEE

Bank of Jackson Hole, a Wyoming Banking Corporation
A Division of National Bank Holdings Corporation

Certificate of Mortgagee by separate affidavit

CERTIFICATE OF OWNERS

State of Wyoming)
County of Teton)ss.

The undersigned owners and proprietors of the lands shown hereon hereby certify:

That the foregoing subdivision of land as shown hereon and described in the Certificate of Surveyor hereon is with their free consent and in accordance with the desires of the undersigned owners and proprietors;

That the name of the subdivision shall be **MERCILL AVENUE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON**;

That this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statutes, Sections 34-20-101 through 34-20-104;

That access to the subdivision is from Mercill Avenue and N. Glenwood Street;

That this subdivision is subject to that Declaration of Condominium for **MERCILL AVENUE CONDOMINIUMS** to be recorded concurrently with this plat;

That ownership of a condominium unit of this subdivision shall consist of a fee simple estate in an individual air space unit as shown on this plat together with an undivided fee simple interest in the common elements (GCE and LCE) as defined in said "Declaration of Condominium" to be recorded concurrently with this plat;

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

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

That the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to create further easements for utility purposes within the foregoing subdivision;

That an access and utility easement is hereby granted to Lower Valley Energy and their heirs, successors, and assigns, along the Access & Utility Easement shown hereon for the construction, operation, maintenance, and repair of utility facilities, including underground and reasonable associated above-ground appurtenances;

That this subdivision is subject to those easements to Silver Star Telephone Company, Inc. as described in Book 809, page 424, and Book 810, page 723, records of Said Office;

That this subdivision is subject to that easement to Lower Valley Energy, as described in Document No. 1013777, records of Said Office;

That this subdivision is subject to that easement agreement to Qwest Corporation, d/b/a/ CenturyLink QC, as described in Document 1031645, records of Said Office;

That this subdivision is subject to that Access and Utility Easement as shown on Joseph R. Jones Third Addition to the Town of Jackson, Plat No. _____ and as described in that Declaration of Covenants, Conditions and Restrictions for Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Document No. _____, records of Said Office;

That this subdivision is subject to that Declaration of Covenants, Conditions and Restrictions for Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Document No. _____, records of Said Office;

That certain residential units within this subdivision are subject to Special Restrictions for Workforce Ownership Housing located at 105 Mercill Avenue to be recorded concurrently with this plat;

That certain residential units within this subdivision are subject to Special Restrictions for Workforce Condominium Rental Housing located at 105 Mercill Avenue to be recorded concurrently with this plat;

That certain residential units within this subbdivision are subject to that Right of First Purchase Agreement (Mercill Avenue Condominiums) to be recorded concurrently with this plat;

That this subdivision is subject to a shared Trash and Recycling Enclosure Easement as described in that Declaration of Covenants, Conditions and Restrictions for Lots 18 and Lot 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Plat No. _____, records of Said Office;

That this subdivision is connected to the Town of Jackson stormwater system through a sand/oil separator. The sand/oil separator is maintained by the Mercil Condominium Owners Association as described in the Declaration of Condominium for Mercill Avenue Condominiums recorded contemporaneously herewith.

That access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

That this subdivision is subject to a sewer easement granted to the Town of Jackson pursuant to that Town of Jackson Sanitary Sewer Easement Agreement, Document number _____, records of Said Office;

That access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

That access to inspect, repair, maintain, and replace the streetlight system including conduits, pull boxes, lighting fixtures, controls, metering, and electrical lines as granted to the Town of Jackson on Joseph R. Jones Third Addition Plat No. _____ is hereby reaffirmed.

That Lot 19 of Joseph R. Jones Third Addition to the Town of Jackson, Plat no._____, as recorded in the Office of the Teton County Clerk, is hereby vacated in accordance with the Town of Jackson Land Development Regulations, Article VII, Division 7.2 and Sections 34-12-106 through 110, Wyoming Statutes, 1977, as amended, and the Clerk is respectfully requested to write "vacated" across said lot, they being reconfigured as shown hereon;

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

That Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the bank of the stream or river;

That all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released;

That this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon.

Mercill Partners LLC, A Wyoming limited liability company

Its: Manager, Tyler Davis

State of Wyoming)
)ss.
County of Teton)

The foregoing instrument was acknowledged before me by Tyler Davis, Manager, Mercill Partners LLC, a Wyoming. limited liability company, this _____ day of _____, 2023.

Witness my hand and official seal.

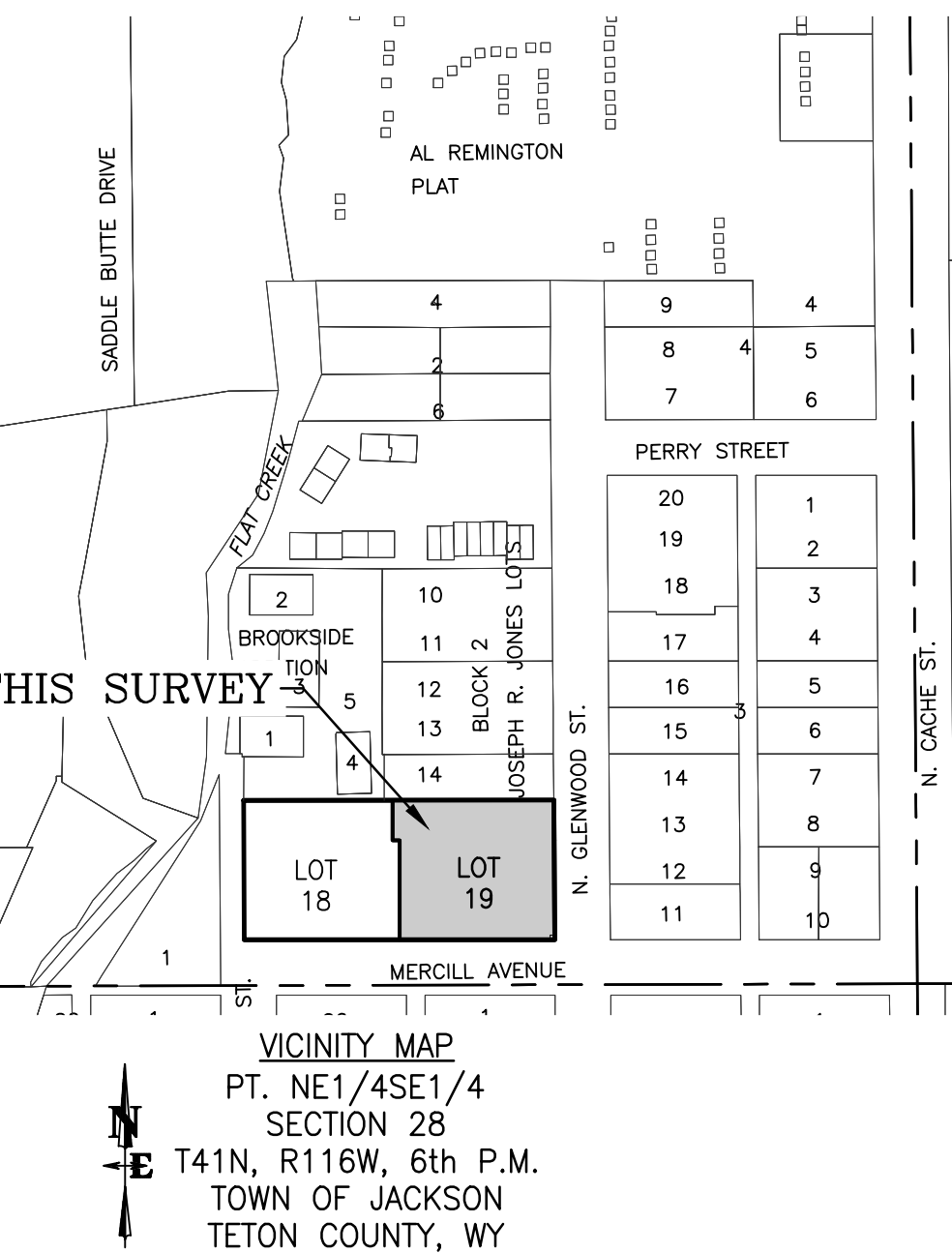
Notary Public

Owner(s) and Subdivider(s):

Mercill Partners LLC,
a Wyoming limited liability company
P.O. Box 12111
1140 Highway 22
Jackson, Wyoming 83001
407-952-1735

Surveyor:

Nelson Engineering
P.O. Box 1599
Jackson, Wyoming, 83001
307-733-2087



TOTAL ACREAGE: 0.58 ACRES (25,317 sq. ft.)

AREA OUTSIDE BUILDING FOOTPRINT: 0.144 ACRES (6,343 sq. ft.)
AREA WITHIN BUILDING FOOTPRINT: 0.436 ACRES (18,974 sq. ft.)

NUMBER OF COMMERCIAL UNITS: 4
NUMBER OF RESIDENTIAL UNITS: 30
TOTAL NUMBER OF CONDOMINIUM UNITS: 34

NUMBER OF UNITS PER ACRE: 0.017

SUBMITTAL DATE: 12/28/2022

FINAL SUBMITTAL DATE: 2/23/2023

SQUARE FOOTAGE OF CONDOMINIUM UNITS

COMMERCIAL UNIT

UNIT 101: 1,149 sq. ft.
UNIT 102: 2,257 sq. ft.
UNIT 103: 1,752 sq. ft.
UNIT 104: 1,683 sq. ft.

RESIDENTIAL UNITS

UNIT 201: 737 sq. ft.
UNIT 202: 831 sq. ft.
UNIT 203: 799 sq. ft.
UNIT 204: 838 sq. ft.
UNIT 205: 498 sq. ft.
UNIT 206: 501 sq. ft.
UNIT 207: 507 sq. ft.
UNIT 208: 718 sq. ft.
UNIT 209: 502 sq. ft.
UNIT 210: 502 sq. ft.
UNIT 211: 503 sq. ft.
UNIT 212: 498 sq. ft.
UNIT 213: 630 sq. ft.
UNIT 214: 678 sq. ft.
UNIT 215: 1,014 sq. ft.
UNIT 216: 736 sq. ft.

RESIDENTIAL UNITS

UNIT 301: 937 sq. ft.
UNIT 302: 493 sq. ft.
UNIT 303: 492 sq. ft.
UNIT 304: 491 sq. ft.
UNIT 305: 875 sq. ft.
UNIT 306: 498 sq. ft.
UNIT 307: 501 sq. ft.
UNIT 308: 721 sq. ft.
UNIT 309: 792 sq. ft.
UNIT 310: 778 sq. ft.
UNIT 311: 781 sq. ft.
UNIT 312: 787 sq. ft.
UNIT 313: 1,187 sq. ft.
UNIT 314: 737 sq. ft.

NOTES:

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

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON STORM WATER SYSTEM.

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

NO PUBLIC MAINTENANCE OF STREETS OR ROADS IN THIS SUBDIVISION

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

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

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

THERE ARE NO MAPPED ACTIVE CLASS A OR B FAULTS ON OR WITH 200 FEET ACCORDING TO USGS SEISMIC HAZARD MAPPING CURRENT AT THE TIME OF THE SURVEY.

NO KNOWN WATER RIGHTS APPURTENANT TO THIS SUBDIVISION. WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

Mercill Avenue Condominiums Addition to the Town of Jackson

Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. _____

located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE	DRAWING TITLE	DATE	REV	2/23/23 per reviews
1 OF 8	MERCILL PARTNERS, LLC	CERTIFICATE SHEET	SURVEYED	NE	-
JOB NO	105 MERCILL AVENUE		ENGINEERED		
22-836	LOT 19, JOSEPH R. JONES THIRD ADDITION		DRAWN	SK	
			CHECKED	LR	
			APPROVED	LR	

S:\Proj\2023\206_105_Mercill - Condo Plat - Tyler Davis\Condo Plat\A\Drawing\SITE PLAN.dwg - Feb 24 2023 12:43:40 pm PLOTTED BY: hschneider DWG ID: 241

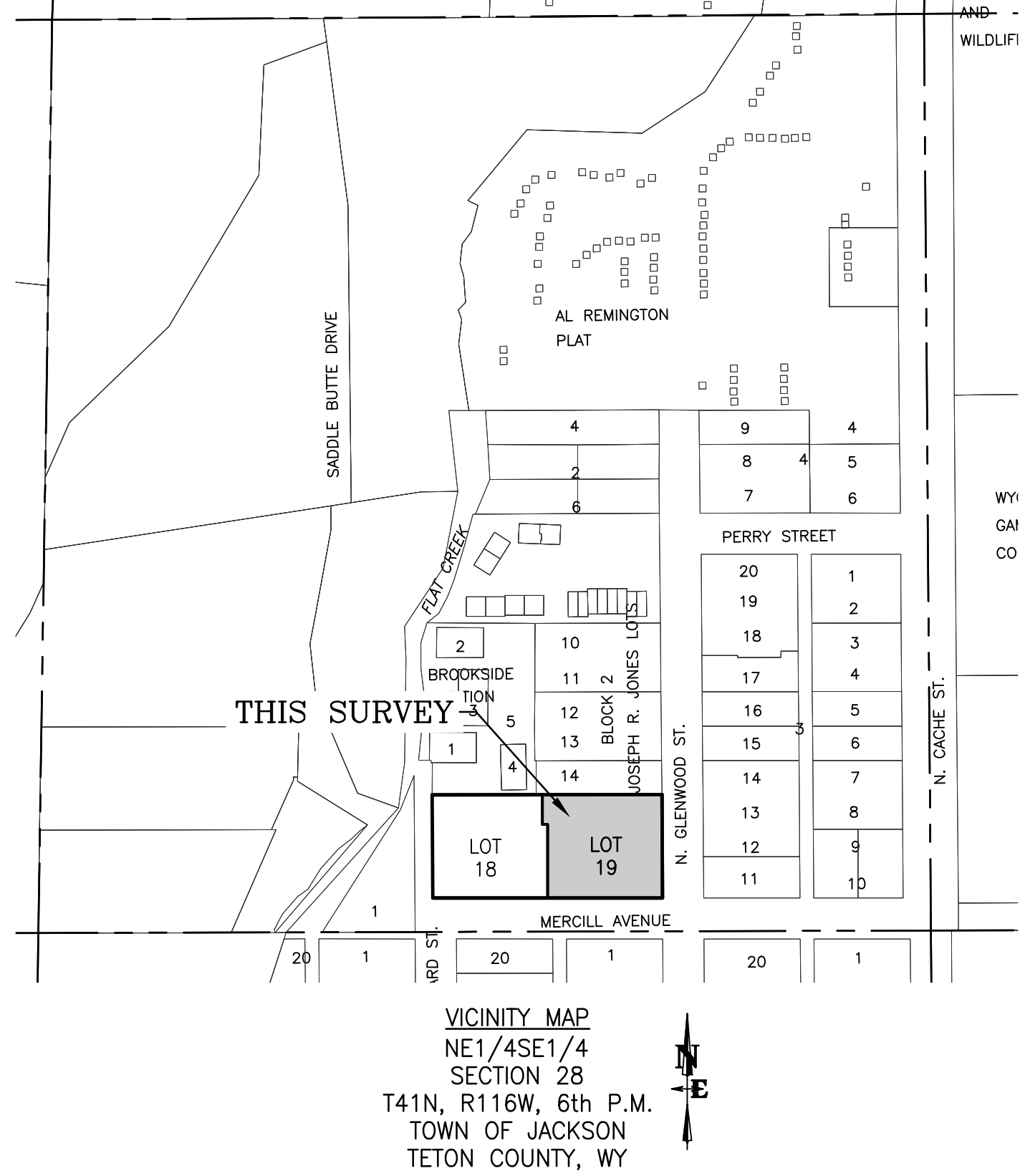
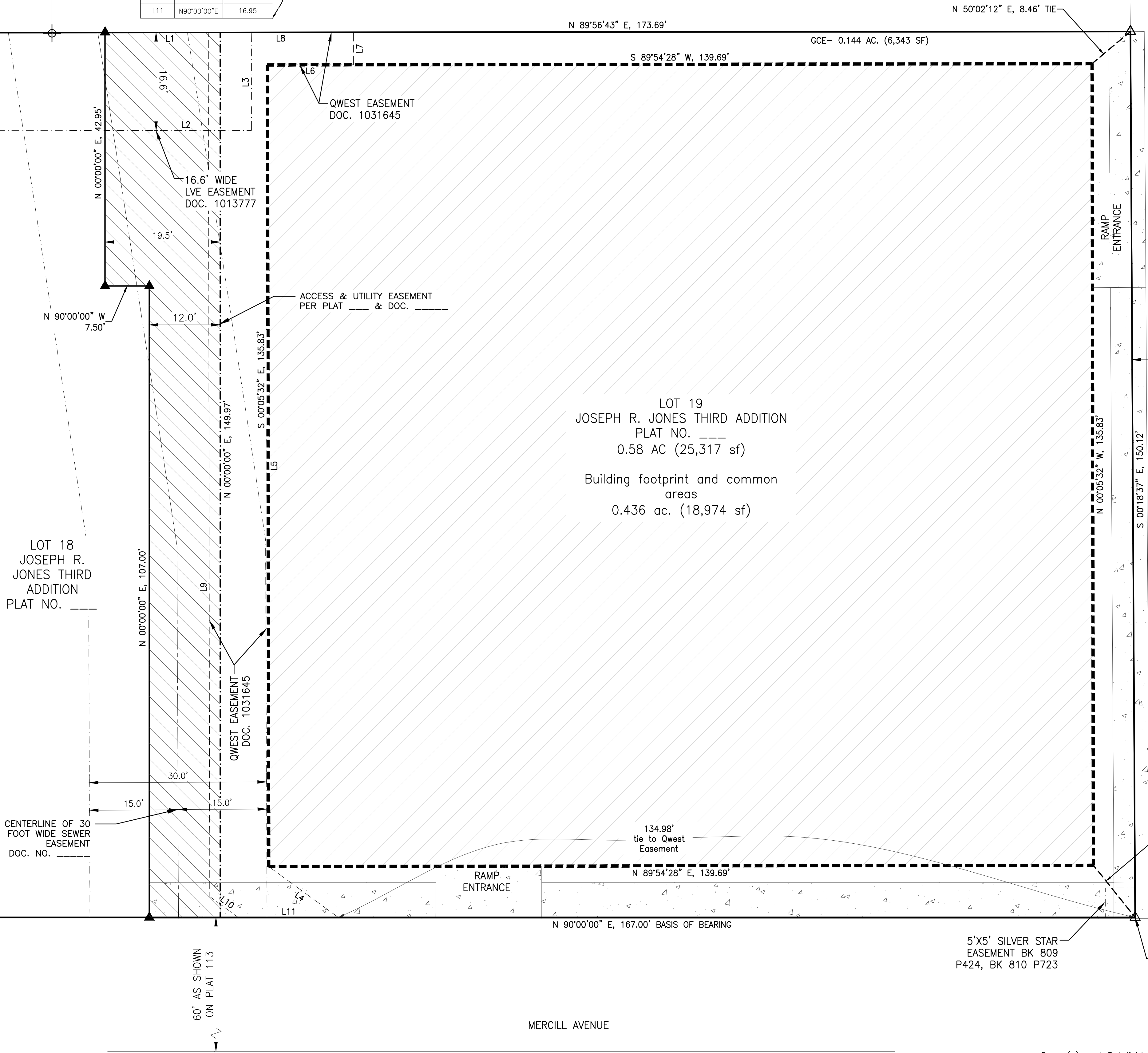
BROOKSIDE
CONDOMINIUMS
PLAT NO. 1088

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°56'43"W	24.78
L2	N89°56'43"E	24.80
L3	N00°03'17"W	16.60
L4	N53°49'47"W	14.61
L5	N00°05'32"W	135.83
L6	N89°54'28"E	14.57
L7	N00°05'32"W	5.51
L8	S89°56'46"W	24.57
L9	S00°05'32"E	146.43
L10	S53°49'47"E	5.99
L11	N90°00'00"E	16.95

LVE EASEMENT
DOC. 1013777

QWEST EASEMENT
DOC. 1031645

PT. LOT 14
BLOCK 2
JOSEPH R. JONES ADDITION
PLAT NO. 113



LEGEND

- = PARCEL PROPERTY LINE
- - - = FOUNDATION/FOOTPRINT
- - - = EXISTING EASEMENT
- - - = ADJOINING PROPERTY LINE
- ▨ = CONCRETE
- ▨ = ACCESS AND UTILITY EASEMENT
- ⊕ = FOUND T-STAKE WITH CHROME CAP INSCRIBED "SCHERBEL LS 164"
- ◆ = FOUND 5/8" REBAR WITH 2" DIA. ALUMINUM CAP INSCRIBED "PIERSON LS 3831"
- ⊗ = FOUND 5/8" REBAR WITH ALUMINUM CAP INSCRIBED "CEDARHOLM LS 6447"
- △ = FOUND 2" X 1/4" NAIL WITH 1.5" ALUMINUM WASHER INSCRIBED "PLS 15442"
- ▲ = SET 5/8" x 24" REBAR WITH 1.5" DIA. ALUMINUM CAP INSCRIBED "PLS 15442"

NOTES:

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

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON STORM WATER SYSTEM.

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

NO PUBLIC MAINTENANCE OF STREETS OR ROADS IN THIS SUBDIVISION

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

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

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

THERE ARE NO MAPPED ACTIVE CLASS A OR B FAULTS ON OR WITH 200 FEET ACCORDING TO USGS SEISMIC HAZARD MAPPING CURRENT AT THE TIME OF THE SURVEY.

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Mercill Avenue Condominiums Addition to the Town of Jackson

Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. ---

located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

Owner(s) and Subdivider(s):

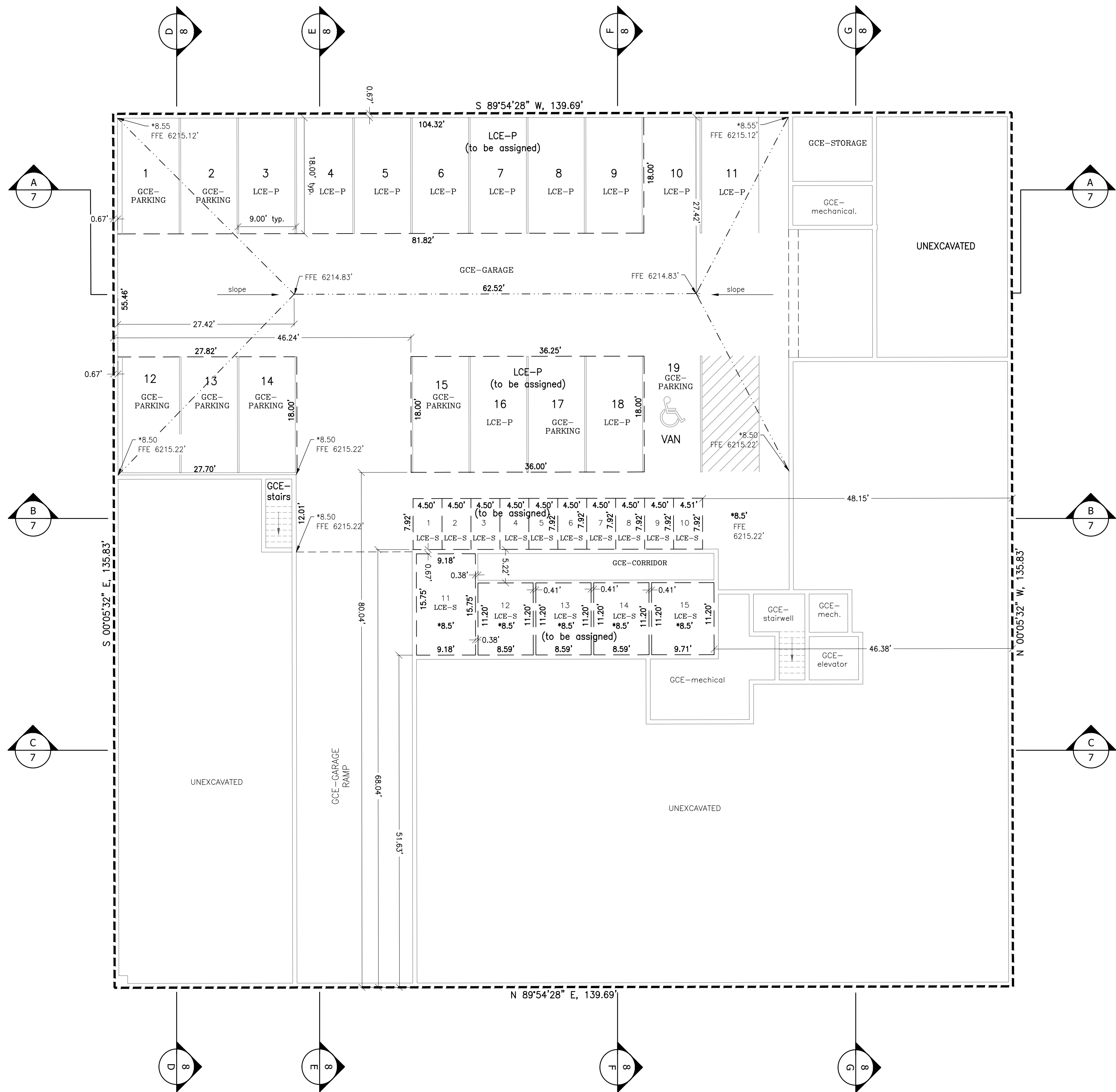
Mercill Partners, LLC,
a Wyoming limited liability company
P.O. Box 12111
1140 Highway 22
Jackson, Wyoming 83001
407-952-1735

Surveyor:

Nelson Engineering
P.O. Box 1599
Jackson, Wyoming, 83001
307-733-2087

DRAWING NO	2 OF 8	JOB TITLE	MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION	DRAWING TITLE	SITE PLAN	DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED	REV	12/02/2022	NE	-	SK	LR	LR	REV	2/23/23	per reviews

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



- LEGEND
- NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104 and the definitions contained within the Declaration of Condominium recorded concurrently with this plat.
- Unit Boundary/Wall Line
 - General Common Element
 - Limited Common Element to Unit
 - Building foundation line as shown on Sheet 2 of this plat
 - Change in floor elevation
 - Change in ceiling height
 - *10.0' = Ceiling height above floor elevation
 - FFE = Finish Floor elevation (varies)
 - GCE = General Common Element
 - LCE = Limited Common Element
 - LCE-D = Limited Common Element Deck
 - LCE-R = Limited Common Element Residential
 - LCE-P = Limited Common Element Parking
 - LCE-S = Limited Common Element Storage

NOTES:

1. The plan views and sections were prepared from architectural plans and from actual measurements.

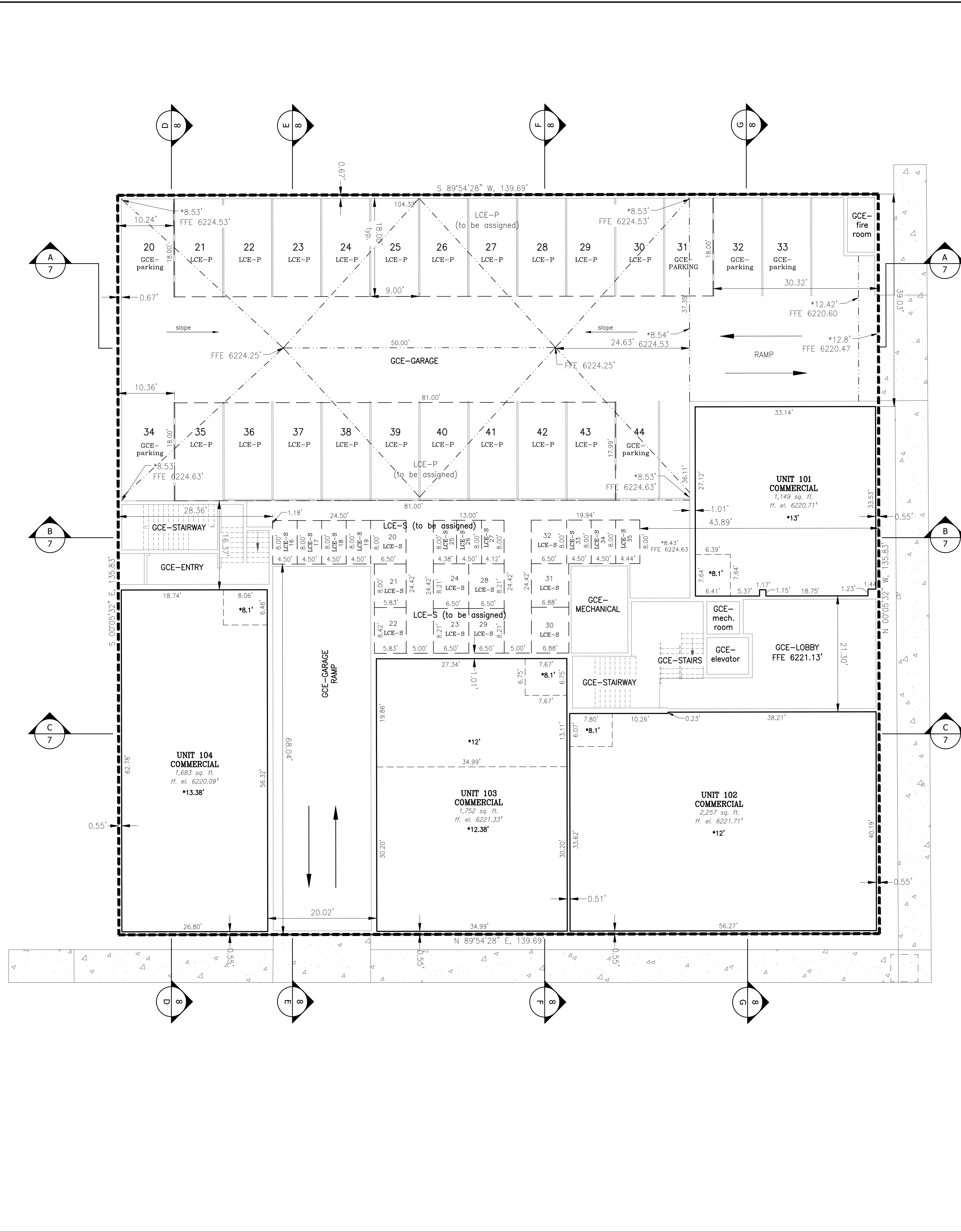
2. Measurement tolerances are for the purpose of correlation and are not necessarily the building tolerances. In the event of discrepancies between measurements and the constructed building, the physical location of the walls, ceilings, and floors comprise the unit boundaries.

Mercill Avenue Condominiums
Addition to the Town of Jackson

Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. ____

located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO		JOB TITLE	DRAWING TITLE		REV	
3 OF 8		MERCILL PARTNERS, LLC	BASEMENT FLOOR PLAN		2/23/23	per reviews
		105 MERCILL AVENUE			12/02/2022	
		LOT 19, JOSEPH R. JONES THIRD ADDITION				
22-336					SURVEYED	NE
					ENGINEERED	-
					DRAWN	SK
					CHECKED	LR
					APPROVED	LR



LEGEND

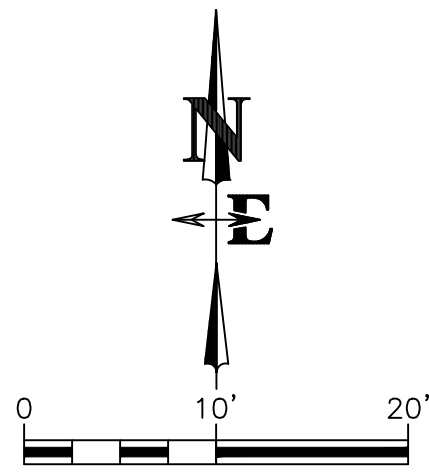
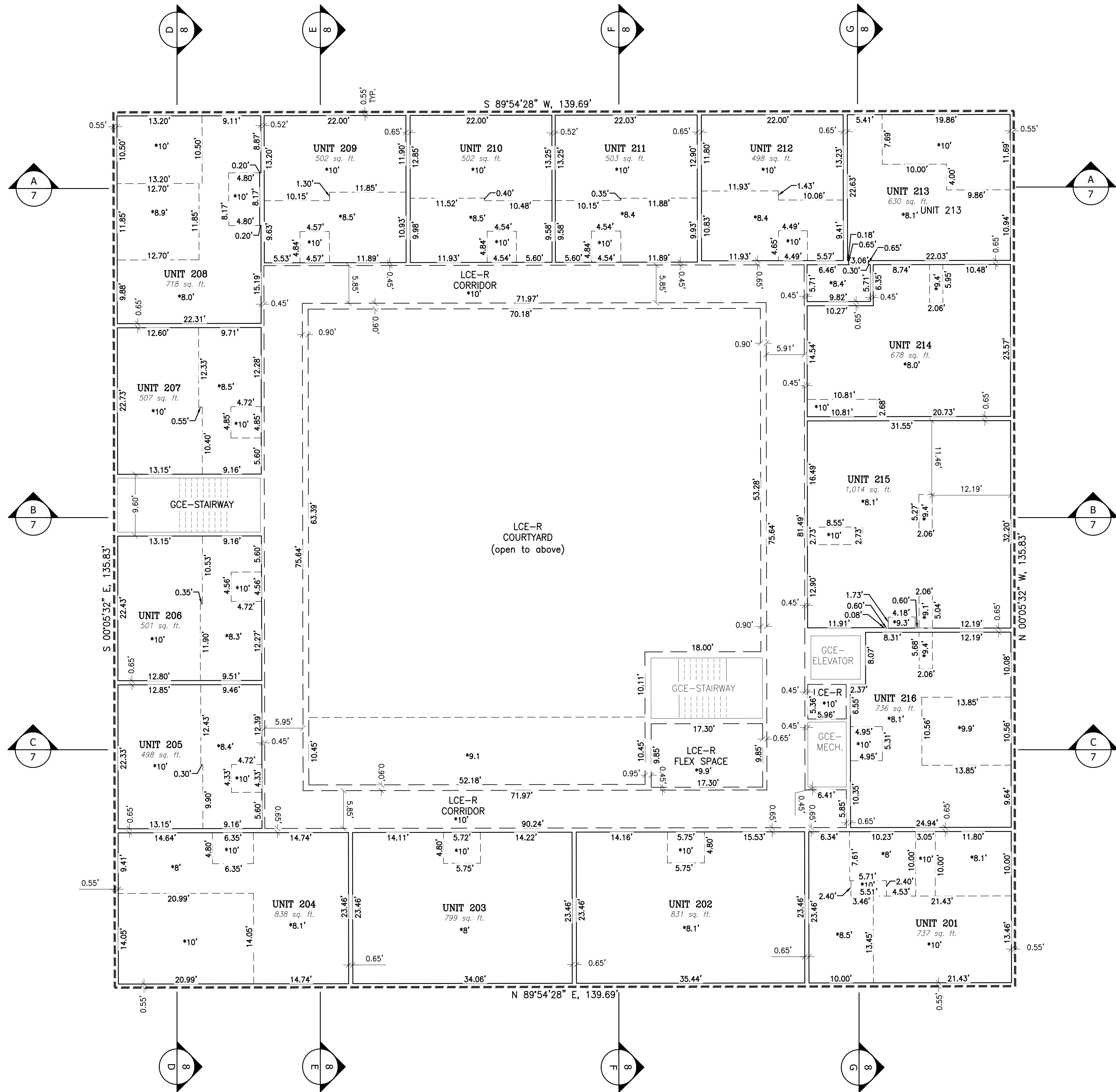
The following terminology is in accordance with the Condominium
 ship Act, Wyoming Statutes, Section 34-20-101 through
)-104 and the definitions contained within the Declaration of
 minium recorded concurrently with this plat.

—————	= Unit Boundary/Wall Line
—————	= General Common Element
- - - - -	= Limited Common Element to Unit
=====	= Building foundation line as shown on Sheet 2 of this p
.....	= Change in floor elevation
-----	= Change in ceiling height
*10.0'	= Ceiling height above floor elevation
FFE	= Finish Floor elevation (varies)
GCE	= General Common Element
LCE	= Limited Common Element
LCE-D	= Limited Common Element Deck
LCE-R	= Limited Common Element Residential
LCE-P	= Limited Common Element Parking
LCE-S	= Limited Common Element Storage

:
 plan views and sections were prepared from architectural plans and from
 measurements.

asurement tolerances are for the purpose of correlation and are not
 arily the building tolerances. In the event of discrepancies between
 rements and the constructed building, the physical location of the walls,
 s, and floors comprise the unit boundaries.

DRAWING NO 4 OF 8		JOB TITLE MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION	DRAWING TITLE FIRST FLOOR PLAN	 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087 <table><tr><th>DATE</th><th>REV.</th></tr><tr><td>SURVEYED</td><td>2/23/23</td></tr><tr><td>ENGINEERED</td><td>per reviews</td></tr><tr><td>DRAWN</td><td>SK</td></tr><tr><td>CHECKED</td><td>LR</td></tr><tr><td>APPROVED</td><td>LR</td></tr></table>		DATE	REV.	SURVEYED	2/23/23	ENGINEERED	per reviews	DRAWN	SK	CHECKED	LR	APPROVED	LR
DATE	REV.																
SURVEYED	2/23/23																
ENGINEERED	per reviews																
DRAWN	SK																
CHECKED	LR																
APPROVED	LR																
JOB NO 22-336																	



LEGEND

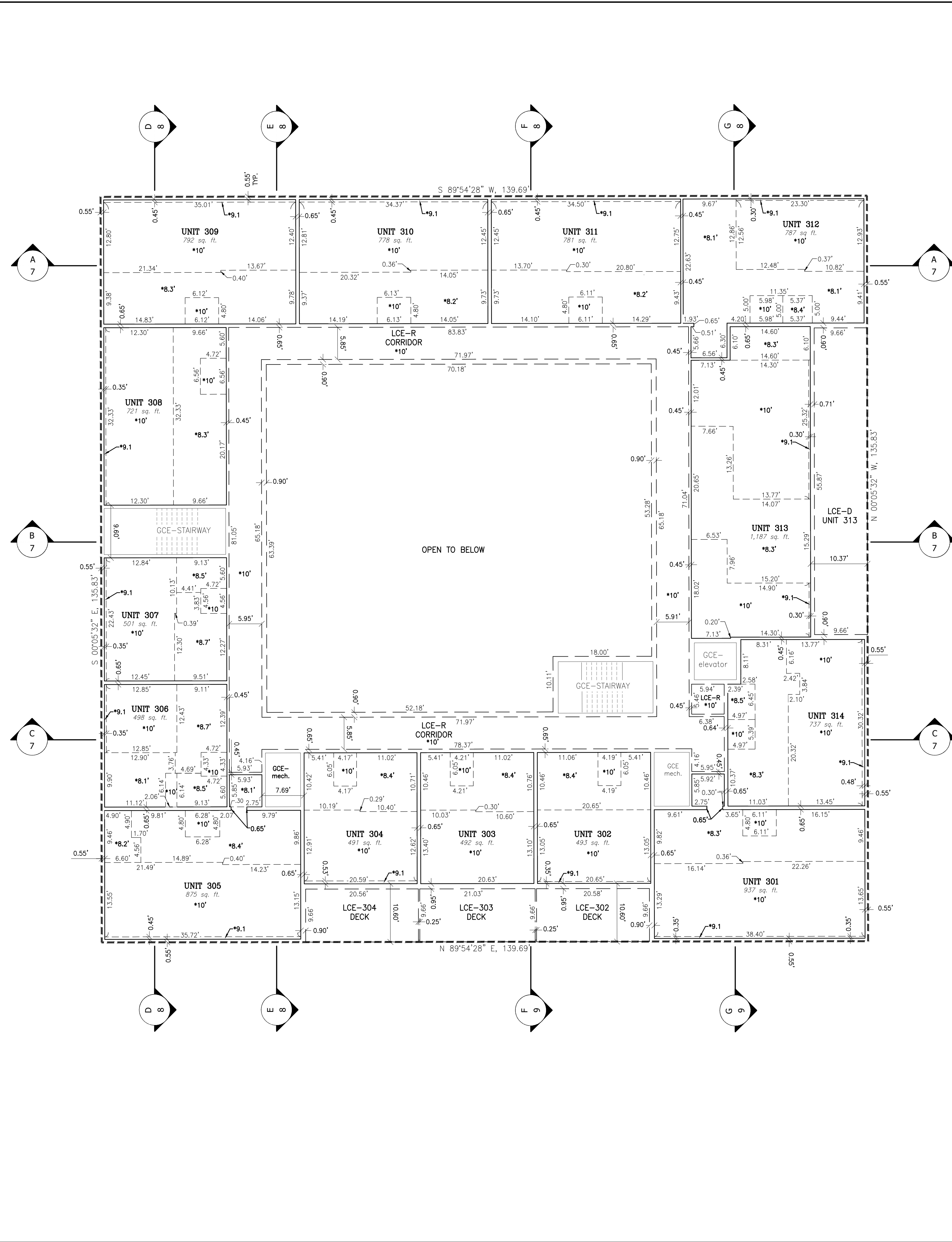
- NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104 and the definitions contained within the Declaration of Condominium recorded concurrently with this plat.
- = Unit Boundary/Wall Line
 - = General Common Element
 - - - - - = Limited Common Element to Unit
 - - - - - = Building foundation line as shown on Sheet 2 of this plat
 - - - - - = Change in floor elevation
 - - - - - = Change in ceiling height
 - *10.0' = Ceiling height above floor elevation
 - FFE 6234.54 = Second Floor elevation
 - GCE = General Common Element
 - LCE = Limited Common Element
 - LCE-D = Limited Common Element Deck
 - LCE-R = Limited Common Element Residential
 - LCE-P = Limited Common Element Parking
 - LCE-S = Limited Common Element Storage

Mercill Avenue Condominiums
Addition to the Town of Jackson

Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. ____

located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE	DRAWING TITLE	DATE	REV
			SURVEYED	2/23/23
5 OF 8	MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION	SECOND FLOOR PLAN	ENGINEERED	-
			DRAWN	SK
			CHECKED	LR
22-336			APPROVED	LR



located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

LEGEND

_____ = Unit Boundary/Wall Line
 _____ = General Common Element
 - - - - - = Limited Common Element to Unit
 - - - - - = Building foundation line as shown on Sheet 2 of this plot
 - - - - - = Change in floor elevation
 - - - - - = Change in ceiling height
 *10.0' = Ceiling height above floor elevation
 FFE 6244.92 = Third Floor elevation
 GCE = General Common Element
 LCE = Limited Common Element
 LCE-D = Limited Common Element Deck
 LCE-R = Limited Common Element Residential
 LCE-P = Limited Common Element Parking
 LCE-S = Limited Common Element Storage

NOTES:

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DRAWING NO 6 OF 8		JOB TITLE MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION	DRAWING TITLE THIRD FLOOR PLAN	 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087 <table><tr><th>DATE</th><th>12/02/2022</th><th>REV.</th></tr><tr><td>SURVEYED</td><td>NE</td><td>2/23/23 per reviews</td></tr><tr><td>ENGINEERED</td><td>-</td><td></td></tr><tr><td>DRAWN</td><td>SK</td><td></td></tr><tr><td>CHECKED</td><td>LR</td><td></td></tr><tr><td>APPROVED</td><td>LR</td><td></td></tr></table>	DATE	12/02/2022	REV.	SURVEYED	NE	2/23/23 per reviews	ENGINEERED	-		DRAWN	SK		CHECKED	LR		APPROVED	LR	
DATE	12/02/2022	REV.																				
SURVEYED	NE	2/23/23 per reviews																				
ENGINEERED	-																					
DRAWN	SK																					
CHECKED	LR																					
APPROVED	LR																					
JOB NO 22-336																						



NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104 and the definitions contained within the Declaration of Condominium recorded concurrently with this plat.

- | | |
|---|---|
|  | = Unit Boundary/Wall Line |
|  | = General Common Element |
|  | = Limited Common Element to Unit |
|  | = Building foundation line as shown on Sheet 2 of this plot |
|  | = Change in floor elevation |
|  | = Change in ceiling height |
|  | *10.0' = Ceiling height above floor elevation |
|  | FFE = Finish floor elevation |
|  | GCE = General Common Element |
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NOTES:

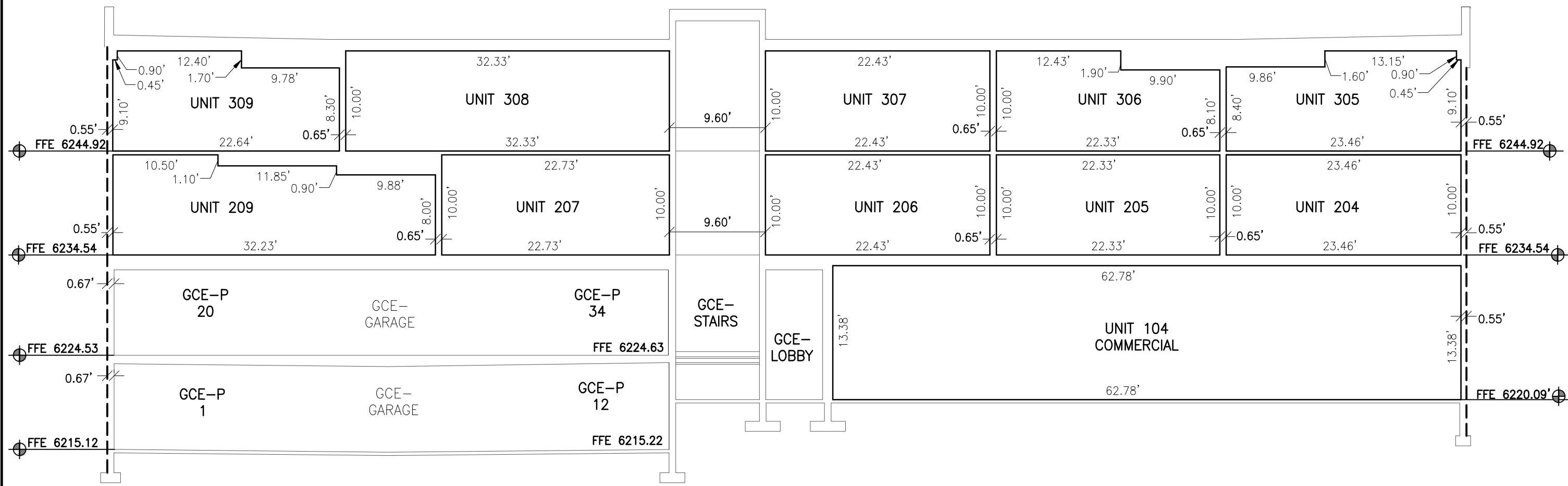
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Being identical with
Lot 19
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Town of Jackson, Plat No. ____

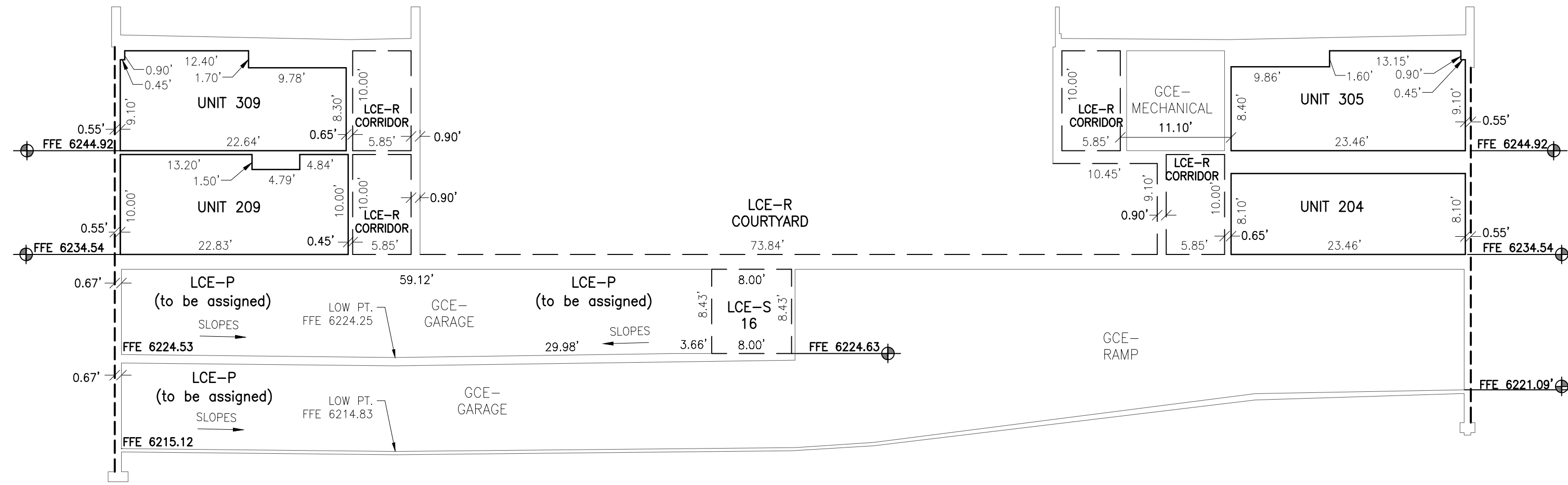
located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE	DRAWING TITLE	DATE	REV.
7 OF 8	MERCILL PARTNERS, LLC	SECTION VIEWS A-C	2/23/23	per reviews
JOB NO	105 MERCILL AVENUE		SURVEYED	NE
	LOT 19, JOSEPH R. JONES THIRD ADDITION		ENGINEERED	-
			DRAWN	SK
			CHECKED	LR
			APPROVED	LR

S:\Proj\2023\206 - 105 Mercill - Corralle Plat - Tyler Davis\Corralle Plat\4 Drawings\SECTIONS D-F.dwg SECTION D THRU G - Feb 23 2023 10:28:24 am PLOTTED BY: kschneider DWG FORMAT: 241



D
8
SECTION D
Scale: 1" = 10'



E
8
SECTION E
Scale: 1" = 10'

LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104 and the definitions contained within the Declaration of Condominium recorded concurrently with this plat.

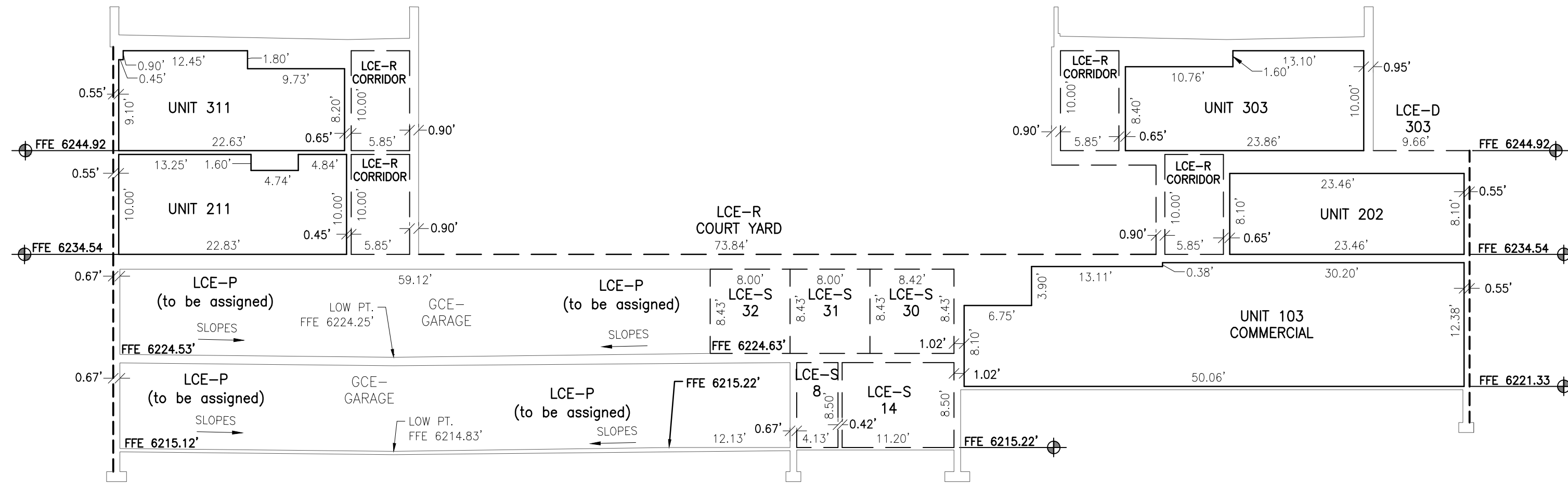
- = Unit Boundary/Wall Line
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- NOTES:
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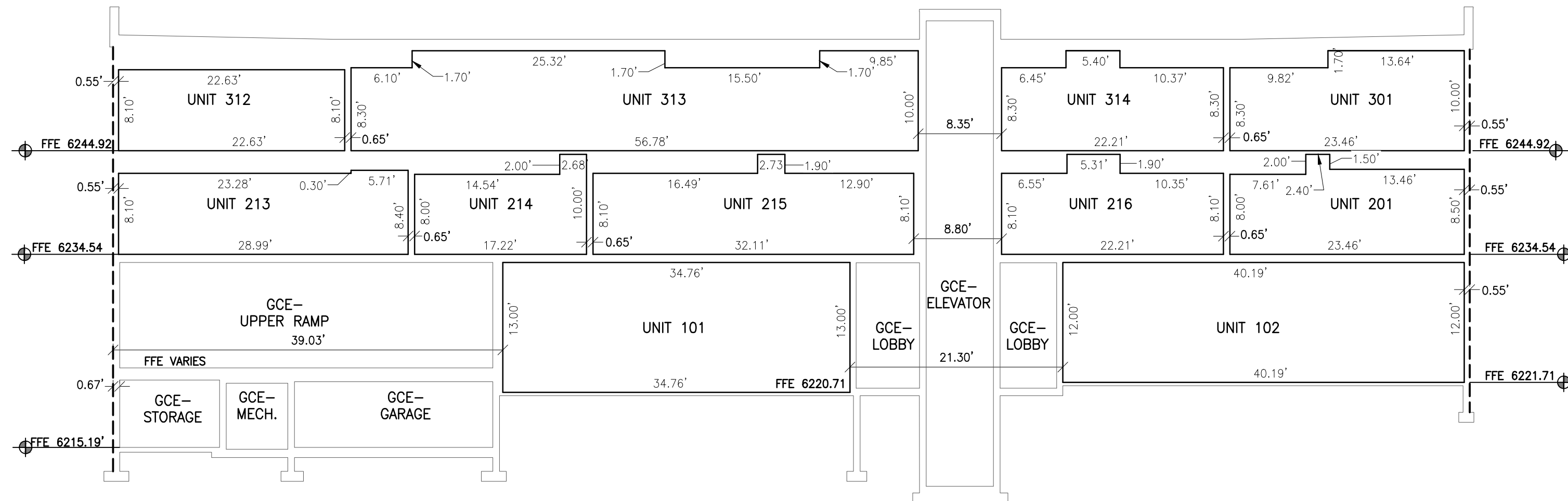
**Mercill Avenue Condominiums
Addition to the Town of Jackson**

Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. ____

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NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming



F
8
SECTION F
Scale: 1" = 10'



G
8
SECTION G
Scale: 1" = 10'

DRAWING NO	JOB TITLE	DRAWING TITLE				
		SECTION VIEWS D-G				
JOB NO	JOB TITLE	SECTION VIEWS D-G				
		MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION				
DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED	
12/02/2022	NE	-	SK	LR	LR	
REV	2/23/23	per reviews				

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

AFFIDAVIT

State of Wyoming)
) SS
County of Teton)

COMES NOW, _____, an officer of Bank of Jackson Hole, a Wyoming banking corporation, and with the authority to sign for said Bank and who, being duly sworn, on oath according to law, does hereby make the following statement of facts and affirms:

1. **THAT**, Bank of Jackson Hole is the holder of a mortgage upon that certain real property described in that Ground Lease (Mercill Avenue Condominiums), recorded in Document 1002142, and Amended in Document 1002143 and Document Number 1052481, records of the Office of the Teton County Clerk. Said Lease being located within Lot 15, Lot 16 and Lot 17, Block No. 2 of Joseph R. Jones Lots to the Town of Jackson, Plat No. 113, as recorded in Said Office, being identical with Lot 19 of the Joseph R. Jones Third Addition to the Town of Jackson, recorded in the Office of the Teton County Clerk as Plat Number _____ on _____, 2023, and which mortgage is recorded in Document No. 1002144, as amended in Document Number 1048181, and that Assignment of Rents, recorded in Document No. 1002145, records of Said Office, and which mortgage encumbers that certain real property shown on that plat titled ***Mercill Avenue Condominiums Addition to the Town of Jackson*** and described in the Certificate of Surveyor thereon;
2. **THAT**, said plat ***Mercill Avenue Condominiums Addition to the Town of Jackson*** has been reviewed by the undersigned officer of Bank of Jackson Hole;
3. **THAT**, said officer has read and understands the statements and dedications in the Certificate of Owners on said plat, and agrees to the subdivision of land and dedications and easements as shown on said plat;
4. **THAT**, this affidavit is signed in the stead of, and with the same effect, as if the original plat was itself manually signed.

Bank of Jackson Hole, a Wyoming banking corporation

BY: _____
ITS:

State of Wyoming)
) ss
County of Teton)

On the ____ day of _____, 2023, before me personally appeared, _____ and _____ known to me, and who executed the foregoing instrument as _____ and _____ of Bank of Jackson Hole, a Wyoming banking corporation, and being by me duly sworn, did depose and say they executed the foregoing instrument on behalf of said corporation and that said instrument is the free act and deed of said corporation

WITNESS my hand and official seal.

Notary Public

**Declaration of Condominium
for
Mercill Avenue Condominiums**

This DECLARATION OF CONDOMINIUM for Mercill Avenue Condominiums is made this _____ day of _____, 2023, by Mercill Partners LLC, a Wyoming limited liability company (the “Declarant”).

PART ONE: INTRODUCTION TO THE COMMUNITY

Mercill Partners LLC is the developer of The Mercill Avenue Condominiums Addition to the Town of Jackson and has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of the community as a master planned residential and commercial condominium community.

ARTICLE I – CREATION OF THE COMMUNITY

- 1.1 **Purpose and Intent.** The Declarant, as the owner of the real property known as The Mercill Avenue Condominiums Addition to the Town of Jackson, Wyoming, according to Plat # _____ recorded in the Office of the Teton County Clerk on _____, 2023 (the “Property”) intends by the recording of this Declaration to create a condominium project and provide for ownership of real property under the Act. This Declaration provides for the overall development, administration, maintenance and preservation of the Property now or hereafter comprising The Mercill Avenue Condominiums Addition to the Town of Jackson as a condominium community (the “Project”).
- 1.2 **Binding Effect.** The Property shall be owned, conveyed, and used subject to all provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.
- 1.3 **Governing Documents.** The Governing Documents create a general plan of development for the Property and may be amended and supplemented as set forth herein. In the event of a conflict between or among the Governing Documents, this Declaration shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Declarant may, but shall not be required to, enforce any such covenants, restrictions, or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests, and invitees.

ARTICLE II—DEFINITIONS

- 2.1 **Association.** The Mercill Condominium Owners Association, a Wyoming nonprofit corporation, its successors or assigns.

2.2 **Base Assessment.** Assessments levied on all Units subject to assessment under Article VI to fund Common Expenses.

2.3 **Board of Directors or Board.** The body responsible to the membership of the Association for operations of the Association. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Board until the Declarant Termination defined below.

2.4 **Building.** The structures constructed or located on the Property and consisting of the Units and Common Elements.

2.5 **Commercial Unit.** Those Units designated as Units 101, 102, 103, and 104, each of which will be occupied and used by Unit Owners and Occupants for office, commercial, institutional and retail purposes only or such other uses permitted by applicable zoning ordinances and not otherwise prohibited by this Declaration.

2.6 **Common Elements.** The "Common Elements" shall include "General Common Elements" and the "Limited Common Elements", or a portion thereof, as the context requires. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners in the proportions provided in **Exhibit "A"** attached hereto and incorporated herein, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements in accordance with this Declaration for all purposes incident to the use and occupancy of his or her Unit, which right shall be appurtenant to the Unit.

2.7 **Common Expenses.** The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Units including any reasonable reserve, as the Board may find necessary and appropriate.

2.8 **Declarant.** Mercill Partners LLC, or any successor or assign who takes title to any portion of the Property for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights set forth in this Declaration until Declarant Termination.

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

2.10 **Deed Restricted Units.** "Deed Restricted Unit" means any Residential Unit that has been made available for residential purposes only to qualified buyers as determined by the Jackson/Teton County Housing Affordable Housing Department ("Housing Department") as a condition of the approval of the final development plan for the Mercill Avenue Condominiums. Each of the Residential Units are Deed Restricted Units.

2.11 **General Common Elements.** The entire Property excepting all Units and the Limited Common Elements, as designated on the Plat or provided herein. Without limiting the generality of the foregoing, the General Common Elements shall include (i) all drives, the land, and the lobbies; and (ii) all pipes, ducts, flues, chutes, conduits, wires, and other utility installations, including water, sewer, and stormwater services within the Property to (but not at) the outlets of a Unit, excluding therefrom any public infrastructure located within the Property, Limited Common Elements-Residential and Limited Common Elements-Commercial. For the avoidance of doubt, any equipment, pipes, ducts, flues, chutes, conduits, wires and other utility installations within the boundaries of Unit that serve other Unit(s) shall also be considered General Common Elements or Limited Common Elements, as the case may be. General Common Elements may be referred to herein and, on the Plat, as “General Common Element” or “GCE”.

2.12 **Governing Documents.** A collective term referring to this Declaration, and any amendments or supplements thereto, the Bylaws, the Articles of Incorporation for the Association, the Design Guidelines, Community-Wide Standards, and the Rules and Regulations, as they may be amended.

2.13 **Limited Common Elements.** Those portions of the Common Elements as defined herein and described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Units. Further, Limited Common Elements includes any items specifically shown as such on the Plat. Limited Common Elements may be referred to herein and/or on the Plat as “Limited Common Elements” or “LCE”.

2.14 **Limited Common Elements—Commercial.** “Limited Common Elements – Commercial” means those Limited Common Elements for the exclusive use of Commercial Units, including all equipment, pipes, ducts, flues, chutes, conduits, wires and other utility installations or outlets, including HVAC systems, to the extent they serve only Commercial Units. Limited Common Elements – Commercial may also be referred to herein and/or on the Plat as “Limited Common Element – Commercial,” “LCE-Commercial,” or “LCE-C.”

2.15 **Limited Common Elements—Residential.** “Limited Common Elements—Residential” means those Limited Common Elements for the exclusive use of all Residential Units including, but not limited to: (i) all internal corridors on the second and third floors of the Building, the Courtyard on the second floor of the Building, and Flex Space on the second floor of the Building; and (ii) all equipment, pipes, ducts, flues, chutes, conduits, wires and other utility installations or outlets, to the extent they serve only Residential Units. Limited Common Elements – Residential may also be referred to herein and on the Plat as “Limited Common Element – Residential,” “LCE-Residential,” or “LCE-R.”

2.16 **Limited Common Elements—Parking.** Those Limited Common Elements for the exclusive use of a Unit for parking as designated herein and/or on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Parking may also be referred to herein and on the Plat as “Limited Common Element—Parking,” “LCE-Parking,” or “LCE-P”.

2.17 **Limited Common Elements—Deck.** Those Limited Common Elements for the exclusive use of a Residential Unit for a deck as designated herein and/or as designated on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Deck may also be referred to herein and on the Plat as “Limited Common Elements-Deck,” “LCE-Deck,” or “LCE-D”.

2.18 **Limited Common Elements—Storage.** Those Limited Common Elements for the exclusive use of a Unit for storage as designated herein and/or on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Storage may also be referred to herein and on the Plat as “Limited Common Element—Storage”, “LCE-Storage”, or “LCE-S”. The following items are prohibited from being stored within a Limited Common Elements-Storage: paint, highly flammable materials, food products, and any item that attracts vermin or produces an odor.

2.19 **Limited Common Expense.** A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.20 **Member.** A Person subject to membership in the Association.

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

2.22 **Occupant.** Any person or entity in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or entity.

2.23 **Owner.** One or more Persons or an entity who owns a Unit. The definition of “Owner” specifically excludes any party holding an interest merely as security for the performance of an obligation.

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

2.25 **Plat or Condominium Plat.** Plat # _____ recorded on _____, 2023 in the Office of the Teton County, Wyoming Clerk, consisting of a plat of the Property, showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units and the General Common Elements and Limited Common Elements, together with such information as may be included therein in the discretion of the Declarant.

2.26 **Rules and Regulations.** The rules and regulations adopted by the Board pursuant to this Declaration.

2.27 **Residential Unit.** Residential Unit means Units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313 and 314, each of which shall be occupied and used by Owners for residential and residential rental purposes only, or such other uses permitted by applicable zoning ordinances and not otherwise prohibited herein.

2.28 **Special Assessment.** Assessments levied in accordance with Paragraph 6.5.

2.29 **Unit or Condominium Unit.** Those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of a Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plat. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate

Units) shall be a part of the Common Elements. In addition, each Unit shall include the following: (a) all spaces, nonbearing interior partitions, windows, exterior doors, door frames and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit which exclusively serve the Unit; and (c) all heating, hot water and air conditioning apparatus exclusively serving the Unit. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical perimeter windows and doors themselves are part of the Common Elements as herein defined. For the avoidance of doubt, any equipment, pipes, ducts, flues, chutes, conduits, wires and other utility installations within the boundaries of Unit that serve other Unit(s) is not part of a "Unit" and shall be considered General Common Elements or Limited Common Elements, as the case may be.

Article III– Use and Conduct; Property Rights

3.1 **Framework for Regulation.** The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions that govern the Property. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology that inevitably will affect the Project, its Owners and Occupants.

3.2 **Owners' Acknowledgment and Notice to Purchaser.** All Owners are given notice that use of their Unit may be limited by Rules and Regulations as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit, acknowledges that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and the other Governing Documents and that the Governing Documents may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

Furthermore, each Deed Restricted Unit is subject to Special Restrictions recorded against the Deed Restricted Unit, which, among other things, restricts the occupancy and use of each Deed Restricted Unit.

3.3 **Estate of Owner.** The Property is hereby divided into Units, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Elements appurtenant to each Unit. Each such Unit shall have a percentage of ownership interest in the Common Elements for purposes of taxes, assessments and other charges under Wyoming Statute § 34-20-104(a) as set forth in **Exhibit A**. Such undivided interests in the Common Elements are appurtenant to the respective Units.

3.4 **Property and Units.** Each Owner shall be entitled to use, access and enjoy the Common Elements appurtenant to its Unit, and shall have the right to use any Limited Common Elements appurtenant to its specific Unit, as designated on the Plat and/or herein, or elsewhere in the Governing Documents.

3.5 **Use of Property and Units; General Common Elements Maintenance.**

(a) Each Owner shall have the right to paint, tile, carpet, or otherwise maintain, repair, replace and decorate the interior of their Unit. All modifications to the structure of a Unit, LCE-Decks and any other modification that would change or alter the physical structure of a Unit or the Building shall require the prior approval of the Board (or Declarant prior to Declarant Termination) as provided in Section 7.1. All structural modifications to a Unit shall be prepared and approved by an architect or

engineer licensed in the State of Wyoming. Any exterior displays or decorations on a Building or a Unit, with the exception of signs which are addressed separately herein, must be approved in writing by the Declarant. This Section shall not apply to the Declarant.

(b) Each Owner shall have a right to ingress and egress over, upon and across the General Common Elements necessary for access to its Unit and to the Limited Common Elements designated for use in connection with its Unit and shall have the right to the horizontal and lateral support of its Unit, and such rights shall be appurtenant to and pass with the title to each Unit. The rights granted in this section to the Owner shall also extend to an Owner's tenants, licensees, guests and invitees.

3.6 Declarant's Power over the General Common Elements. The Declarant shall have the following rights with regard to the General Common Elements:

- (a) the right to promulgate rules and regulations regarding use of the General Common Elements, including the right to impose penalties for the violation of such rules and regulations but no rule shall contravene this Declaration;
- (b) the right to grant easements within the General Common Elements;
- (c) the right to ingress and egress over, upon and across the General Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project; and
- (d) the right to maintain, repair, replace and make changes to the General Common Elements for the benefit of the Owners.

3.7 Unsigntliness; Refuse. Owners must keep their Units and those Limited Common Elements which are designated for their use in a good, clean, safe and sanitary condition. Owners shall promptly notify the Declarant or Association of any need for maintenance, repair or replacement of the Common Elements, or any portion thereof. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view.

3.8 Parking; Guest Parking; Storage.

(a) Each Residential Unit is hereby assigned a parking space and storage unit as provided in **Exhibit B**, each of which shall be a Limited Common Element (LCE-Parking and LCE-Storage) appurtenant to the Unit indicated. Each Commercial Unit is hereby assigned a storage unit as provided in **Exhibit B**, which storage unit shall be a Limited Common Element (LCE-Storage) appurtenant to the Unit indicated. Exhibit B may be modified by a majority vote of the Board (or by Declarant prior to Declarant Termination) so long as such modifications do not materially adversely affect the rights of other Owners, and any such modifications shall be recorded in the Teton County Clerk records. The 14 parking spaces labeled "GCE" on the Plat may be utilized by all Units, including for guest parking, subject to any rules adopted by the Board or conditions of use included on Exhibit B. All vehicles utilizing parking spaces on the Property must fit within the designated parking space and not extend beyond its boundaries. The Board may establish rules for the use of the parking spaces.

(b) No boats, trailers, buses, campers, snowmobiles, ATVs, or inoperable or abandoned vehicles ("Prohibited Vehicles") shall be parked or stored in or upon the LCE-Parking or parking spaces designated as "GCE" for more than 72 hours. If the Board determines that an Owner or Occupant has violated this section, the Board shall deliver notice to the vehicle owner (if such owner can reasonably be ascertained) or place notice in a conspicuous place on the vehicle (if the owner cannot be ascertained),

and if the offending vehicle or piece of equipment is not removed within 48 hours, the Board shall have the right to cause the vehicle to be removed or stored, at the sole expense of the Owner of the vehicle or the Owner of the Unit if it is determined the Owner allowed such vehicle to remain in the parking space, all without liability on the part of the Board. An "abandoned or inoperable vehicle" shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle.

3.9 **Signs.** No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Building (including LCE-Decks), except: (1) Standardized unit number signs may be installed by Declarant outside the entrance of each Unit; (2) one "For Sale" sign of reasonable proportions; and (3) one commercial sign for each Commercial Unit that meets the standards of the Town of Jackson Land Development Regulations, as amended, and that are permitted pursuant to a valid permit from the Town of Jackson.

The Board or its designee shall have the right to enter a Unit and remove any sign in violation of this Section and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building, or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit owner. This Section shall not apply to Declarant.

3.10 **Nuisance.** No noxious or offensive activity shall be carried on upon the Property or in or upon any Unit, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or Occupants in their enjoyment of their Unit, or in their enjoyment of the General Common Elements. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Property and Units, shall be placed or used upon any Unit.

3.11 **Firearms; Fireworks.** No discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.12 **Storage of Firewood; Exterior Fires.** The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, including charcoal grills, outdoor chimneys (or chimeneas), wood or similar cooking smokers, or fire pits. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property. Propane-powered grills are allowed but must be kept under a grill cover when not in use.

3.13 **Restrictions Regarding Exteriors.** No changes, modifications or improvements may be made to the exterior of any Unit without the approval of the Board. The following items are prohibited from being attached, stored or erected in any manner by an Owner on the Common Elements: trash containers, decorative flags, banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, or any similar items. Bicycles or any other recreational devices (including kayaks, ski equipment or playground equipment) must be stored within a Unit or LCE-Storage. For each violation of this Section, the Association may assess a penalty of \$100.00 per violation in addition to the other remedies set forth in this Declaration after notice and a reasonable opportunity to cure.

3.14 **Satellite Dishes.** Unless approved in writing by the Declarant or Association, no exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit, on the exterior of the Building and/or within the LCE-Deck. Declarant or the

Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Building.

3.15 **Outdoor Lighting.** No additional outdoor lighting fixtures shall be allowed without Board approval and even then, shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door, or other opening in the Building.

3.16 **Taxes.** All taxes, assessments, and other charges of the State of Wyoming, any political subdivision, special improvement district, or any other taxing or assessing authority, shall be assessed against, and collected on each Unit separately, not on the Property as a whole, and each Unit shall be carried on the tax records as a separate and distinct parcel.

3.17 **Mortgage.** Each Owner shall have the right to mortgage or otherwise encumber his Unit, however, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof except the undivided interest appurtenant to its Unit. Any mortgage or other encumbrance of a Unit shall be subordinate to this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether it be by private power of sale, judicial foreclosure or otherwise.

3.18 **Subdivision and Inseparability.** No Unit may be subdivided or partitioned into two or more Units. All rights appurtenant to Unit ownership are inseparable and pass with title to each Unit.

3.19 **No Partition.** The Common Elements are owned in common by all the Owners and no Owner may bring any action for partition thereof.

3.20 **Easement for Repair, Maintenance and Emergencies.** Some portions of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. Declarant and the Association shall have the irrevocable right to access each Unit from time to time during reasonable hours and with prior notice to the Owner or Occupant, as may be necessary for the maintenance, repair, or replacement of any portion of the Common Elements located therein or accessible therefrom. The Declarant and Association also has the irrevocable right to access each Unit to make emergency repairs necessary to prevent damage to the Common Elements or to any Unit. The Association shall have a master key to all Units for access in accordance with the rights granted in this Section.

3.21 **Domestic Animals.** No more than 2 cats, dogs or other domestic animals which are normally kept and maintained indoors may be kept in a Unit without the approval of the Declarant. If any pets are caught or identified chasing or harassing wildlife or people, or causing a nuisance, the Declarant shall have the authority to penalize the owner of such animal not more than \$100.00 for a first offense, and \$200.00 for a second offense. The Declarant has the authority to impound the animal after a third offense and ban that animal from the Property, and the owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against Declarant.

3.22 **Mineral Rights.** The Association shall hold all mineral rights, if any, for the Property.

Article IV - Membership and Voting Rights

4.1 **Function of the Association.** The Association shall be the entity responsible for management, maintenance, operation and control of the homeowner's association created herein. The Association also

shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

4.2 **Membership.** Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed, therefore, shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, Unit ownership. The respective voting percentages allocated to each Unit are set forth in **Exhibit A**. When more than one person or entity holds an interest in a Unit, all such persons or entities shall be Members; however, the vote for such a Unit shall be exercised collectively as those Members determine among themselves. In no event shall more than one vote be cast with respect to any Unit. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Rules and Regulations.

4.3 **Voting.** The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association equals the total number of Units and each Owner shall be entitled to vote according to the percentages shown on **Exhibit A** attached hereto. All votes of the Members shall take place at an annual or special meeting of the Members or via written ballot. A Member may vote by proxy so long as notice of such proxy designation has been received by the Association. Voting rights as to each Unit shall vest upon transfer of a deed of conveyance of a Unit to an Owner.

4.4. **Notice of Meetings.** All Members shall be sent notice of meetings (except emergency meetings) at least 10 days in advance of the meeting.

4.5 **Quorum; Member Action.** Unless otherwise set forth herein, all Member action taken under this Declaration shall be taken in the following manner: a quorum of the Members shall be present at a meeting of the Members and/or in the case of a ballot vote, a quorum of the Members shall have timely submitted a completed ballot. A quorum of the Members means the presence of (or submission of ballots by) Members holding at least 60% of the voting rights in the Association. If the required quorum is not present at a meeting, another meeting may be called and the required quorum at the subsequent meeting shall be reduced to Members holding at least 30% of the voting rights in the Association (there shall be no reduced quorum requirement for ballot initiatives). If a quorum is obtained, the Members may take action by a vote of the Members holding a majority of the voting percentages in the quorum.

4.6 **Suspension of the Right to Vote.** If any Owner or Occupant violates any of the provisions of this Declaration, the Bylaws or the Rules and Regulations of the Association, the rights and privileges of such Owner, including but not limited to the right to vote, may be suspended by the Board after notice and opportunity to be heard at a meeting of the Board.

Article V-Association Management

5.1 **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. The Board shall be comprised of 3 Owners. Prior to Declarant Termination, Declarant shall control 2 of the 3 Director seats on the Board including the power of appointment. After the Declarant Termination, the Board Members shall serve for staggered 3-year terms.

(a) The Members shall have the right to elect the Directors at any annual meeting of the Association subject to the Declarant's powers of appointment.

(b) A Director who sells his Unit shall be automatically removed from the Board. In such a case, the Members shall have the right to elect a replacement Director at a special meeting of the Association.

(c) Board Members may be removed by the affirmative vote of 60% of the Members. A Board Member may not participate in such vote and the voting percentages shall be adjusted to account for the suspension of such vote.

5.2 **Power of the Board.** The Board shall have the powers enumerated in this Declaration, the Bylaws, and those otherwise provided to boards of directors for nonprofit corporations by the laws of the State of Wyoming.

5.3 **Responsibilities of the Board.** The Board shall maintain and operate the Common Elements for the benefit of the Owners and administer all aspects of the business of the Association. The Board may hire or otherwise engage a management company to manage its affairs or any part thereof, as it deems advisable for the operation of the Property.

Article VI--Assessments

6.1 **Budget.** At least 30 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses and reserves for the coming year, including any contributions to be made to a reserve fund. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Individual Assessments. Assessments may include expenses related to costs of management; taxes until the Units are separately assessed; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges, repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

6.2 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed party to this Declaration and agrees to pay to the Association: (1) Base Assessments, (2) Special Assessments for capital improvements, and (3) Individual Assessments for damages caused by an Owner or Occupant (collectively "Assessments"). All Assessments together with interest, costs, and reasonable attorneys' fees as set forth below ("Costs"), shall be a charge and a continuing lien upon the Unit assessed to the extent permitted by law. Assessments and Costs shall also be the personal obligation of the Owner. The personal obligation for

delinquent Assessments and Costs shall not pass to successors in title unless expressly assumed in writing by the successor; however, the Assessment and Costs amounts shall attach to the Unit regardless of whether or not a lien is filed with the County Clerk.

6.3 **Purpose of Assessments.** The Assessments shall be used exclusively to promote the health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Elements.

6.4 **Base Assessment.** The Base Assessment shall be based upon advanced estimates of the costs and expenses arising out of or in connection with the Association's (i) administration and management of the Property, (ii) repair, maintenance and operation of the Common Elements, (iii) premiums for insurance policies required or permitted to be maintained under this Declaration, (iv) legal and accounting fees, (v) creation and maintenance of a reserve fund for periodic maintenance, repair and replacement of the Common Elements, and (vi) activities authorized by the Board. Base Assessments shall be allocated amongst the Owners in accordance with the Assessment Percentage as set forth in **Exhibit A**.

Notwithstanding the foregoing, the expenses of the General Common Elements and the Project shall be charged to the Owners as follows:

- (a) **Commercial Units.** All construction, maintenance, repair, replacement and furnishing of the Limited Common Elements-Commercial and all common utilities and services rendered to the Commercial Units and to Limited Common Elements pertaining to such Commercial Units to the extent the same can be reasonably allocated to the Commercial Units, shall be apportioned to each Commercial Unit in proportion to the interest of the particular Commercial Unit in the LCE-C as set forth in **Exhibit A**.
- (b) **Residential Units.** All construction, maintenance, repair, replacement and furnishing of the Limited Common Elements-Residential and all common utilities and services rendered to the Residential Units and to Limited Common Elements pertaining to such Residential Units to the extent the same can be reasonably allocated to the Residential Units, shall be apportioned to each Residential Unit in proportion to the interest of the particular Residential Unit in the LCE-R as set forth in **Exhibit A**.
- (c) **All Units.** All general/administrative expenses, including management fees, supplies and office services and legal and accounting expenses and all common expenses other than those referred to in paragraphs (a) and (b) above or not otherwise provided for, including the costs of maintaining the General Common Elements and all common utilities and services which cannot be reasonably allocated to either Residential Units or Commercial Units, shall be apportioned to the Owner of each Unit in proportion to the interest of the particular Unit in the General Common Elements as set forth in **Exhibit A**.

If any Owner or Owners require the Association to incur any expense in excess of the average cost of such expense for Commercial Units, Residential Units or all Units, as applicable, then any such expense in excess of the average cost shall be allocated to such Owner or Owners and the average cost shall be apportioned as provided herein. For example, if the Owner of a Commercial Unit utilizes it for a purpose requiring higher uses of water and sewer, then that Owner would be required to pay any cost in excess of the average cost of water and sewer for all Commercial Units.

The Board may revise the budget and adjust the Base Assessment from time to time during the year. However, any increase in the amount of the Base Assessment shall be limited to a 20% increase from the previous year.

6.5 **Special Assessments.** The Board may levy Special Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Elements, provided that such Special Assessment shall be approved by Owners holding at least 30% of the voting power in the Association. If the Special Assessments concern only Residential Units, the 30% threshold applies only to Owners of Residential Units. If Special Assessments concern only Commercial Units, the 30% threshold applies only to Commercial Units. Special Assessments may be amortized for up to a twelve-year period, provided that the capital improvement work commences within one year of the initial vote approving the Special Assessments. Upon the sale or transfer of any Unit, that Unit's pro-rata share of the outstanding balance of a Special Assessment shall be paid in full at closing or transfer.

6.6 **Individual Assessments.** The Board may levy Individual Assessments against one or more specific Owners for expenses related to that Owner or those Owners' Units. Individual Assessments may also be levied to remedy any violation of this Declaration, subject to prior notice and at least a 30-day opportunity to cure.

6.7 **Other Assessments.** The Board may levy Assessments against one or more Unit Owners for costs associated with the repair, maintenance, and replacement of the Limited Common Elements attributable to those Owners.

6.8. **Capital Reserve Account.** The Board shall prepare and review at least once every 5 years a reserve budget for the Common Elements and other assets of the Association. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the Common Expense budget, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

6.9 **Rate of Assessment.** Base and Special Assessments will be allocated among the Owners in accordance with their Unit's Assessment percentage as set forth in **Exhibit A**. Assessments may be collected on a monthly, quarterly, or annual basis.

6.10 **Establishment of Assessment Due Dates; Estoppel Certificate.** No Assessment shall be due until at least 30 days after approval. Notice of the Assessments shall be sent to every Owner. The due dates shall be established by the Board. The Association shall, upon demand, and for a nominal charge, furnish an estoppel certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid.

6.11 **Effect of Nonpayment of Assessments; Remedies of the Association.** Any Assessment or fine not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. Additionally, if an Owner fails to pay an Assessment within 60 days after it is due, the Board shall send timely written notice of such delinquency to the delinquent Owner and the Owner's mortgagee and guarantor of the Owner's mortgage, if any, at the address provided in available public records, and, in its sole discretion, may choose to sue an Owner to recover the amount owed or may foreclose a lien against

the Unit to recover the amount owed. The Board's failure or delay in sending the delinquency notice described in this section shall in no way act as a waiver to the Board's available remedies, nor shall it waive, extend or modify an Owner's obligation to pay required Assessments. Moreover, in sending this delinquency notice, the Board is entitled to rely on public information in the Teton County, Wyoming Clerk's records to determine the appropriate mortgagee and guarantor, and contact information for the same. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Elements or abandonment of his/her Unit.

6.12 Subordination of the Lien to Mortgages. Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. The sale or transfer of any Unit shall not affect the assessment lien unless it is extinguished in foreclosure.

6.13 Foreclosure. In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Association held lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the foreclosure sale.

Article VII—Improvements; Maintenance Responsibilities

7.1 General Restrictions on Improvements to Units; Enforcement. In no event may the Owner of a Unit alter, change, modify, improve, or add to any structural element of the Unit, the Project, the Building or any Common Element, or make any modifications to the portions of the Unit visible from outside, without the express written approval of the Declarant (prior to Declarant Termination) or Board. The Declarant or Board, as the case may be, may deny Owner's request, approve the request, or approve the request with conditions. Any structural modifications requested by an Owner shall be prepared by an architect or engineer licensed in the State of Wyoming. The Declarant or Board, as the case may be, shall have 30 days from the date all materials are submitted, including those materials requested by the Board or Declarant for its review, to approve, deny or approve an Owner's request with conditions. If the Board or Declarant fails to act within 30 days, the Owner's request is deemed denied and the Owner will be required to resubmit its request to the Declarant or Board. The Declarant or Board may adopt rules, regulations and/or applications for the review process described herein, which rules, regulations and applications shall be made available to all Owners by the Board upon request. The Board or Declarant may also adopt reasonable fees for its review of any applications submitted by Owners, and may contract with outside professionals, including without limitation engineers or architects, to assist in reviewing Owner requests. Any expenses incurred by the Board in contracting with an outside professional to review an Owner's request shall be paid for by the Owner making the request.

Any structure, improvement, or landscaping placed or made in violation of this Section shall be deemed to be nonconforming. Upon written request from the Declarant (prior to Declarant Termination) or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant, the Association, or either of their designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the Owner of the Unit at which the violation was present, and collected as an Individual Assessment. The Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section.

7.2 Association's Maintenance Responsibility.

(a) The Association shall provide maintenance of the Common Elements, including but not limited to exterior maintenance, interior maintenance, repair and replacement for the Building and maintenance of all landscaping, walks, and other exterior or interior improvements on the Property which are not part of a Unit. The Association shall also be responsible for the repair, maintenance and replacement of all Common Elements, except as otherwise specifically provided herein. The Association shall undertake snow removal from the parking and travel surfaces. However, if it is determined by the Board that an Owner, through its act or omission damaged an element for which the Association would normally be responsible, that Owner shall be assessed for the cost of repair, maintenance and replacement arising from their act or omission through an Individual Assessment. The Declarant and the Association shall have all easements and rights, including rights of ingress and egress, necessary to carry out its responsibilities hereunder.

(b) The Association shall maintain, repair and replace all utility services or other types of elements and easements that are utilized in common, such as, but not limited to, sewer, stormwater or water lines, up to the connection point at the boundary of each Unit, unless otherwise explicitly provided herein, excluding therefrom any public infrastructure or utilities. The Association shall be responsible for maintaining the sand/oil separator within the Property.

(c) The Association, acting through its Board, shall be obligated to maintain landscaping on the Property.

(d) The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the Common Elements shall be a Common Expense or a Limited Common Expense, as the case may be; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or replacement is necessitated by the act, negligence or willful misconduct of one or more Owners or their guests or Occupants, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Units as a Specific Assessment or Individual Assessment.

(e) No Owner may repair or maintain the Common Elements without the express written permission of the Board.

7.2 Owner Responsibility. Each Owner shall maintain, repair, and replace, at such Owner's expense, all portions of the Owner's Unit, including internal installations such as appliances, heating, plumbing, electrical and air conditions fixture, and any other utility service facilities located within the boundaries of their Unit, so long as that utility serves only their Unit. The forgoing obligations include, without limitation, the responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appliances and fixtures. In the event a utility is within a Unit but serves more than one Unit, the Association shall be responsible for its repair and maintenance and such costs shall be assessed against the Units benefiting from such utility, unless the damage was caused by the negligence or willful misconduct of an Owner or Owners and in such case, those Owners shall be responsible for the costs of repair or replacement. Each Owner shall be responsible for the removal of all snow, leaves and debris from the LCE-Deck appurtenant to such Owner's Unit. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing fifteen (15) days' notice to the Owner, to enter upon the Unit or the Limited

Common Element to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as an Individual Assessment.

Article VIII—Insurance

8.1 **Required Coverages.** The Association shall obtain and at all times maintain in full force and effect the following insurance policies provided by companies authorized to do business in Wyoming. Such insurance shall be covered in a form or forms naming the Association as the insured as trustee for the Owners and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first mortgages with such proceeds to be used in accordance with this Declaration. Any Owner may request a copy of such policy.

- (a) Property Casualty Insurance. A policy covering damage or destruction of the Property and Building. Such insurance shall be in accordance with the coverage customarily maintained by other condominium properties similar in construction, design and use, shall include fire and extended coverage, and shall be in an amount equal to 100% of the replacement cost of the Property and Buildings, exclusive of land, foundation and other items normally excluded from coverage.
- (b) General Liability Insurance. A policy of broad form comprehensive general liability insurance in such amounts deemed appropriate by the Board.
- (c) Additional Coverage. Such other policies of insurance that the Board deems appropriate from time to time.

All policies shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees and agents and against each Owner then their employees, agents and guests and shall provide that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or mortgagee. The Association shall timely notify Owners of any lapse, cancellation or material modification of any insurance policy maintained by the Association for the Property. Each Owner whose Unit is encumbered by a mortgage shall timely provide a copy of this notice to its mortgagee and any guarantor of the mortgage encumbering its Unit.

The Association shall receive the proceeds of any casualty insurance maintained under this article. The Association shall apportion the proceeds to the portion of the Building which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Elements. The Association shall timely provide notice of any casualty loss against the Property to each Owner. Each Owner whose Unit is encumbered by a mortgage shall timely provide a copy of this notice to its mortgagee and any guarantor of the mortgage encumbering its Unit.

In the event of a condemnation by any governmental entity, the condemnation award shall be apportioned in the same manner as an insurance award. The Association shall timely provide notice of any condemnation proceeding against any part of the Property to each Owner. If an Owner's Unit is encumbered by a mortgage and the condemnation proceeding will materially affect the Property or its Unit, the Owner shall timely provide a copy of the condemnation proceeding notice to its mortgagee and any guarantor of the mortgage encumbering its Unit.

If reconstruction is required hereunder, the proceeds will be used for such purpose. To the extent reconstruction is not required and there is a determination by 80% of the Members that the Building shall not be rebuilt, the proceeds shall be distributed in the proportions set forth in **Exhibit A**. Each Owner and each Mortgagee shall be bound by the apportionment of damage and of the insurance proceeds made by the Association under this article.

8.2 **Owner's Individual Insurance.** Each Owner shall obtain and maintain at all time during their ownership of a Unit, casualty insurance coverage for such Owner's Unit in an amount not less than 100% of the cost to replace the Unit, to the extent not covered by the Association's insurance. The premium and deductible costs associated with such Owner's individual insurance shall be paid by the Owner. All insurance policies on an Owner's Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the Occupants. Each Owner shall provide the Board with a declarations page of such insurance policy upon demand.

8.3 **Actions Affecting Cost and Coverage.** No Owner or Occupant shall permit anything to be done or kept in such Owner or Occupant's Unit or in the Common Elements that would result in an increase of the cost or the cancellation of insurance on any Unit or any part of the Property or Building.

8.4 **Restoring Damaged Improvements.** In the event of damage to or destruction of property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the Property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes applicable to the building codes.

Damaged improvements on the Property shall be repaired or reconstructed unless the Board, using reasonable judgment and in reliance upon professional estimates and advice, determines either that i) such full repair and/or restoration is physically impossible, ii) more than 60% of the Property has been damaged or destroyed, or iii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least 80% of the Owners of damaged or destroyed Units and at least 51% of said Owners' mortgagees decide, within 60 days after the determinations set forth in i), ii) or iii) above have been made, not to repair or reconstruct. Mortgagee approval shall be deemed granted if a mortgagee fails to respond to any written proposal for an amendment within 60 days of receipt if notice of the amendment proposal is provided to mortgagee as described in Section 9.12 (Notice to Mortgagees).

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are outlined in **Exhibit A** and the insurance proceeds available. All mortgages, liens and other charges against the Units shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s).

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Units, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 8.1.

Article IX - General Provisions

9.1 **Bylaws.** The Board shall have the right to adopt Bylaws to govern affairs of the Association as a corporation. Nothing in the Bylaws may contravene the terms of this Declaration.

9.2 **Rules and Regulations.** The Board may adopt Rules and Regulations governing the use of the Property. The Rules and Regulations may also provide for the imposition of fines for violations of the Governing Instruments but may not contravene the terms of this Declaration.

9.3 **Violations, Enforcement and Costs.** The Board or any Owner may take judicial action against any Owner to enforce compliance with this Declaration, the Bylaws and any promulgated Rules and Regulations or to obtain damages for noncompliance therewith. The prevailing party in such action shall be entitled to recover its incurred costs, including reasonable attorneys' fees.

9.4 **Indemnification.** Members of the Board of Directors shall have no individual liability. The Association shall indemnify the officers and Board of Directors of the Association, their agents, successors and assigns, from all claims, suits, action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property or arising out of the enforcement of this Declaration. The indemnification is valid only if the officer or director in question acted in good faith and did not violate their mandated duties.

9.5 **Notification of Transfer of Ownership.** Within five business days of the transfer of title of any Unit, the transferring Owner shall notify the Board in writing. The Notice shall provide (i) the name of the transferee and transferor, (ii) the Unit transferred, (iii) the transferee's contact information, and (iv) the date of the transfer.

9.6 **Joint and Several Liability.** In the case of joint ownership of a Unit, each of the Owners shall be jointly and severally liable for the obligations imposed by this Declaration.

9.7 **Approvals and Variances.** The Board is authorized to grant variances from the terms of this Declaration in cases of special circumstances or practical difficulties not the fault of an Owner, or unnecessary hardship not caused by an Owner; provided, however, that no such variance shall have a material adverse effect on any other Units and any such variance shall be in accordance with the purposes and intent of this Declaration and all such variances shall be the smallest deviation from the provisions of this Declaration to achieve the desired effect sought by the variance. The granting of one variance does not obligate the Board to grant a subsequent variance.

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

9.9 **Headings.** Article and Section headings contained herein are for informational purposes only and shall not control or affect the meaning or construction of any of the provisions hereof.

9.10 **Amendment.** This Declaration may be amended unilaterally and at any time by Declarant prior to Declarant Termination. After Declarant Termination, this Declaration may be amended by an instrument signed and acknowledged by Owners representing not less than 75% of the voting percentage in the Association, unless a lower threshold is explicitly provided herein. If any amendment will have a material adverse impact on the interests of mortgagees who hold mortgages on any Unit(s) within the

Property, such amendment must also be approved by at least 51% of the mortgagees who hold mortgages on impacted Unit(s) within the Property. Mortgagee approval shall be deemed granted if a mortgagee fails to respond to any written proposal for an amendment within 60 days of receipt if notice of the amendment proposal is provided to mortgagee as described in Section 9.12 (Notice to Mortgagees). Any amendment to this Declaration must be recorded with the Teton County, Wyoming Clerk.

9.11 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any lawsuit brought under this Declaration shall lie exclusively in the 9th Judicial District, Teton County, Wyoming.

9.12. **Notice to Mortgagees.** For any notice required to be provided to a mortgagee or guarantor of a mortgage on any Unit, notice shall be deemed sufficient if timely sent by certified or registered mail, with a return receipt requested at the address provided in a recorded mortgage instrument, or at any other address provided to the Association or an Owner in writing by mortgagee or guarantor for notice purposes.

Article X-Declarant Reserved Rights

10.1 The following rights are hereby reserved for the benefit of Declarant until Declarant Termination: (i) to complete the improvements indicated on the Plat and the design and construction documents for the Property; (ii) to have an easement for access over, under and through the Common Elements, and to use and grant easements through the Common Elements to Declarant, any Owner, neighboring properties, utility companies, or others persons; (iii) to delay the filing of the Articles for the Association, creation of Bylaws and Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as may be required herein or in the Bylaws; (iv) to alter, amend, expand, retract, eliminate, vacate or otherwise change the Common Elements, or any portion thereof, as necessary to enhance the value or purpose of the Property or to exercise Declarant's reserved rights hereunder, including without limitation the right to eliminate walls, roofs, overhangs, conduit, pipes and the like deemed to be Common Elements; (v) to vacate and replat the Plat, or portions thereof, from time to time, to conform the same to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access easements, and on-site parking areas, and as necessary to exercise Declarant's reserved rights to change the Common Elements or to annex additional property; (vi) to renovate, redesign, reassign, combine or make any changes to the Common Elements of the Property so long as any such changes do not diminish the overall square footage of all of the Common Elements by more than fifteen percent (15%); (vii) to annex additional property and Units to the Condominium Plat, whether such property is owned by the Declarant or not, and to impose additional easements and covenants on such additional property; (viii) to amend the percentage of ownership in the common elements and voting percentages of the Owners consistent with such annexation of additional property and Units to the Condominium, so long as such percentage of ownership is equitable; (ix) to grant in connection with such annexation temporary construction easements as necessary to accommodate construction of or on any annexed or neighboring property and to grant in connection with such annexation permanent easements as necessary for the orderly annexation of the property, including without limitation easements for utility lines and data transmission; and (x) to submit the Condominium to a master association and to merge or consolidate like-kind associations.

For purposes of annexing additional property into the condominium regime established by this Declaration and for purposes of making changes to the Common Elements for the benefit of some or all of the Owners, all of the Owners hereby, and by acceptance of deed for a Unit hereafter, irrevocably

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

Notary Public

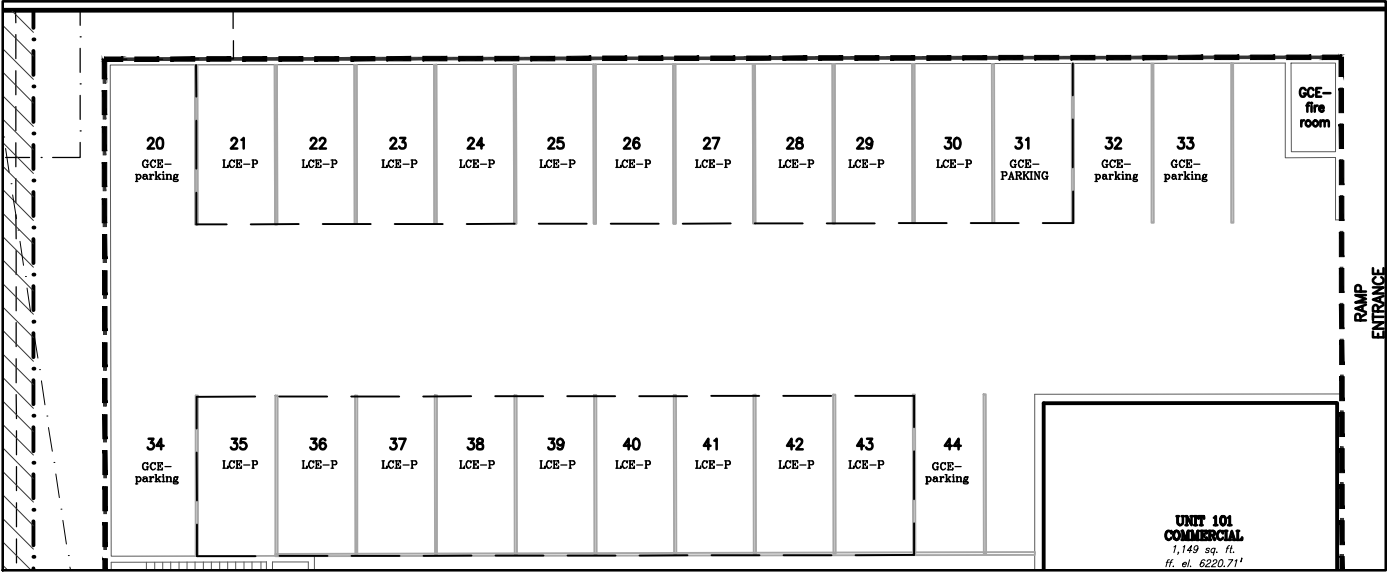
Exhibit A

Unit Number	Ownership % of Common Elements	sq ft	Unit Number	Ownership % of Limited Common Element-Residential	sq ft	Unit Number	Ownership % of Limited Common Element-Commercial	sq ft
Residential			Residential			Commercial		
209	1.83%	502	209	2.44%	502	101	16.80%	1149
210	1.83%	502	210	2.44%	502	102	32.99%	2257
211	1.84%	503	211	2.45%	503	103	25.61%	1752
212	1.82%	498	212	2.42%	498	104	24.60%	1683
207	1.85%	507	207	2.47%	507			
206	1.83%	501	206	2.44%	501	Total	100.00%	6841
303	1.80%	492	303	2.39%	492			
307	1.83%	501	307	2.44%	501			
205	1.82%	498	205	2.42%	498			
306	1.82%	498	306	2.42%	498			
302	1.80%	493	302	2.40%	493			
304	1.79%	491	304	2.39%	491			
213	2.30%	630	213	3.06%	630			
214	2.47%	678	214	3.30%	678			
308	2.63%	721	308	3.51%	721			
208	2.62%	718	208	3.49%	718			
201	2.69%	737	201	3.58%	737			
314	2.69%	737	314	3.58%	737			
216	2.69%	736	216	3.58%	736			
312	2.87%	787	312	3.83%	787			
310	2.84%	778	310	3.78%	778			
311	2.85%	781	311	3.80%	781			
309	2.89%	792	309	3.85%	792			
203	2.92%	799	203	3.89%	799			
202	3.03%	831	202	4.04%	831			
204	3.06%	838	204	4.08%	838			
305	3.19%	875	305	4.26%	875			
301	3.42%	937	301	4.56%	937			
215	3.70%	1014	215	4.93%	1014			
313	4.33%	1187	313	5.77%	1187			
Commercial								
101	4.19%	1149						
102	8.24%	2257						
103	6.39%	1752						
104	6.14%	1683						
Total	100.00%	27403	Total	100.00%	20562			

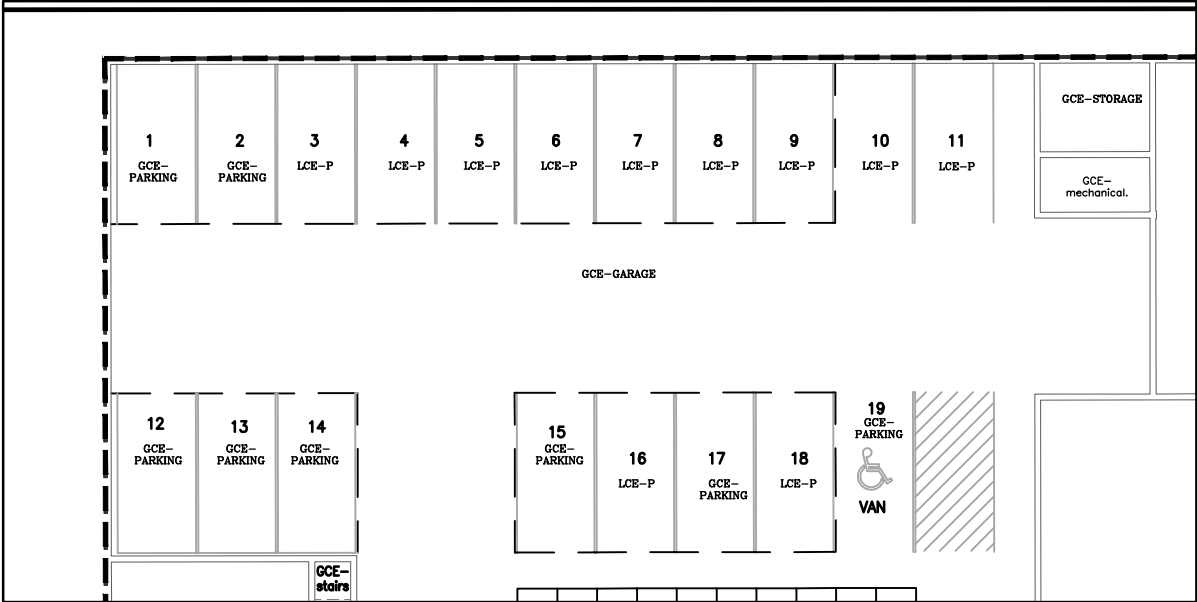
Exhibit B
Parking and Storage Space Assignments
[attached]

DRAFT

Parking Exhibit



FIRST FLOOR



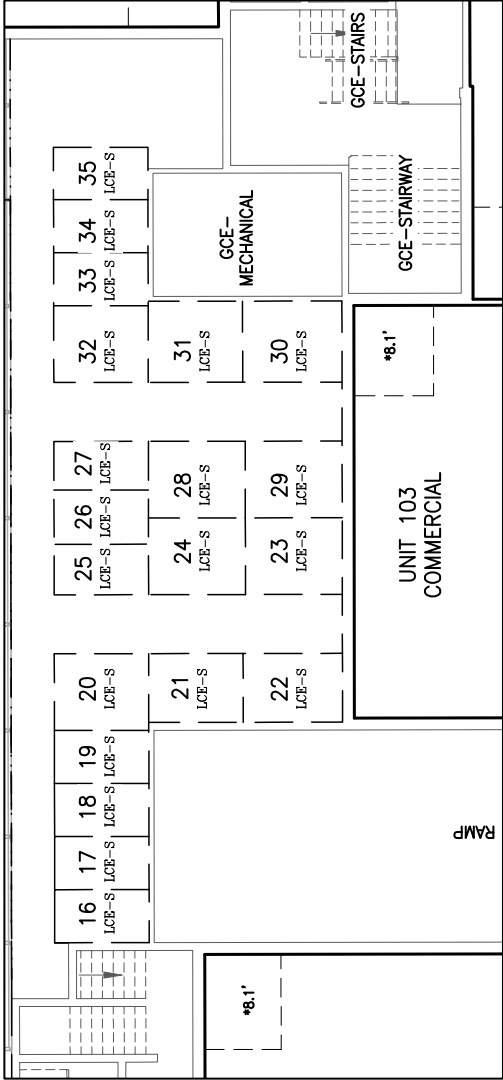
BASEMENT FLOOR

NOTE:
Parking spaces marked with * shall not be used for residential parking between 8:00am–6:00pm Monday through Friday.

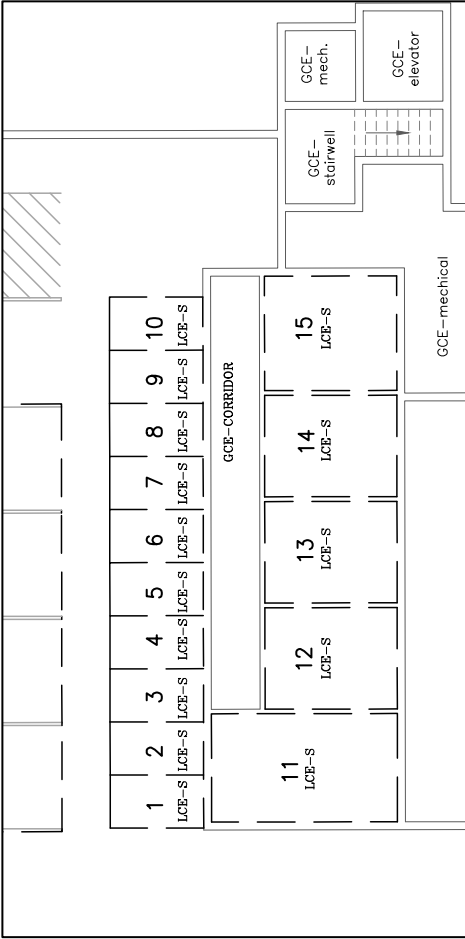
DRAWING NO	DRAWING TITLE	DATE	2/24/2023
EXHIBIT A	MERCILL AVE. CONDOMINIUMS	ENGINEERED	
JOB NO	PARKING EXHIBIT	DRAWN	SK
22-336		CHECKED	
		APPROVED	LR

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

Storage Spaces



FIRST FLOOR



BASEMENT FLOOR

DRAFT

DRAWING NO EXHIBIT A	DRAWING TITLE MERCILL AVE. CONDOMINIUMS STORAGE EXHIBIT EXHIBIT	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087			
		DATE 12/28/2022	ENGINEERED	DRAWN SK	CHECKED
JOB NO 22-336			APPROVED	LR	

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 11/22/2022

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Mercill Avenue Condominiums Addition to the Town of Jackson
2. LOCATION: 105 Mercill Avenue, Jackson, WY
3. PROJECT NUMBER: _____

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO			1.25	
1 BEDROOM	<u>20</u>		1.75	<u>35</u>
2 BEDROOM	<u>10</u>		2.25	<u>22.5</u>
3 BEDROOM	_____		3.00	_____
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				<u>57.5</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{57.5} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.5175} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.5175} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{54,750} \text{ CASH-IN-LIEU}$$

Addressed in Dept. Reviews. Corrected amt is \$51,750

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 11/22/2022

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Mercill Avenue Condominiums Addition to the Town of Jackson
2. LOCATION: 105 Mercill Avenue, Jackson, WY
3. PROJECT NUMBER: _____
4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	<u># OF UNITS</u>	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>30</u>		<u>0.45</u>
.015 ACRES PER UNIT MULTI-FAMILY				
5. CALCULATE CASH IN-LIEU:

<u>0.45</u>	LAND DEDICATION STANDARD	X	\$100,000 (VALUE OF LAND)	= \$	<u>45,000</u>	CASH- IN-LIEU
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6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

Katelyn Page

From: noreply@civicplus.com
Sent: Thursday, March 2, 2023 8:31 AM
To: Town Council
Subject: Online Form Submittal: Peter Boogaard Email the Town Council



Email the Town Council

Email Content: 3/1/2023

Re: Mercill Ave Workforce Housing Project

To Whom It May Concern:

I am writing out of a concern for clients I have been working with to help obtain financing to purchase condos in the Mercill Avenue Project. I have multiple buyers I have been working with for months now in an effort to help them obtain the most affordable loan solutions possible to help ease the burden of homeownership as well as the rampant housing issue we have in our region. We have recently learned that the platting process has been pushed back yet again and does still not have a concrete date to be completed. My concern at this point is due to multiple issues that I would love to help alleviate if it is within my power at all. Primarily, the concern is the timing of the project and how to move things forward, and the insecurity and issues it is causing for all parties involved but most importantly the homebuyers. I have multiple clients that are in a position where they have been trying to determine how and when they will be able to move into their respective units for months. This is complicated in so many ways. Some of them have current leases that the landlord wants them out of, others have gone month to month and are paying even higher rents, and others still have mortgage rate locks that are expiring and will potentially cost thousands of dollars to extend.

Clients that are lucky enough to have secured a contract in the project are now in limbo as to what they can do with their housing. They have been expecting to be able to move in since January and are now in some instances frantically trying to make arrangements as the dates keep getting pushed back again and again. This is exasperating an already urgent

housing issue in the region.

These same clients, in many instances are now at risk of losing their rate locks in a time when rates are steadily increasing. The driver of mortgage rates is the 10 year treasury and that has been steadily climbing which pushes affordability out of reach even further for them. For most lenders, there are options to extend rate locks, but it is at a cost of .25% of the loan amount for each 15 day extension. That means that on a \$400,000.00 loan it costs them \$1k every 15 days to extend, and an \$800,000.00 loan would cost \$2k every 15 days. \$2k - \$4k per month effectively. These costs are paid at closing and require the client to bring in the funds at closing. If they are already having to extend rents at unreasonable month to month rates that will only put them further behind. In most instances, banking institutions cannot extend locks more than twice or 15 days total.

The alternative to these lock extensions is to let their lock expire and then they would have to re-lock at higher rates. If rates go up .5% on a \$400k loan that is an increase of about \$125 per month for the life of the loan. \$800k would be a cost of \$250 per month. Over 10 years that is \$15-30k in additional expense to the buyer.

Essentially, The point of this is that the longer this extends out, the more it pushes affordability out the window, and the more people are struggling in this already very tough housing market. I would hope that we can find a way to move this forward as soon as possible and get these purchases closed to alleviate the pain and anxiety of those waiting in the wings on the political process to resolve things. I would be happy to help in any way that I can but want to emphasize the real life effects of these delays on the very people that we should be trying to help as citizens of this community. I can say that in other communities I have worked in the platting process is done prior to issuance of the building permits, specifically to alleviate these issues. I was shocked to find out that these delays seem to right now feel like they are out of anyone's control.

Please let me know if there is anything that I can do to help alleviate and resolve any issues delaying this process. I am sincerely committed to helping people find homes and achieve the American dream.

Your Name:

Peter Boogaard

Your Company Name:	Zions Bank
Your Phone Number:	801-244-0587
Your Email Address:	peter.boogaard@zionsbancorporation.com
Your City:	Driggs
Your State:	Idaho
Your Zip Code:	83422

Email not displaying correctly? [View it in your browser.](#)

Katelyn Page

From: noreply@civicplus.com
Sent: Thursday, March 2, 2023 8:22 AM
To: Town Council
Subject: Online Form Submittal: Mary Kaufmann Email the Town Council



Email the Town Council

Email Content:

To the TOJ Mayor Morton-Levinson and TOJ Council Members, Planning Director Paul Anthony and Planning Commission Members, Tyler Valentine Senior Planner & April Norton Housing Director,

I am writing to you today to ask that the approval of the HOA & Platting for the 105 Mercill project, currently scheduled for approval by the Town Council on March 20th be expedited if at all possible. I am a realtor, and my clients Fraser Tear & Erin Visconti have been patiently waiting for this last step to be completed so that they can close on their new home. They are employed as a school teacher and a small business owner and are purchasing one of the deed restricted units in this project. They have had to extend the lock on their loan rate once already and will need to do so again to accommodate the delay in this approval process – a cost of another \$2,000 for a second 30 day extension. If they can't close by April 7th these extensions and the money spent will all be for naught and they will have to get a new loan at a higher rate which will likely make this purchase out of their financial reach.

Erin & Frazer are the exact type of prospects that these housing projects are intended for and I would hate to see them without housing. Frazer grew up in Jackson and has hoped to make this his permanent home. They have to vacate their current rental by April 1st as we had expected the plat and HOA documents to be approved by March 6th so they could have closed by the end of March. Any further delays could mean giving up their dream of owning their own home if these documents are not completed in sufficient time to get everything recorded and the bank have time to review them before the closing process can begin and ensure closing is completed by April 7th.

As it is, they will have to rent a storage unit for their belongings and find a place to sleep for a week once they are out of their current apartment. I am sure you can understand the frustration and lack of security this situation is causing them as first time homebuyers.

I ask that the Town Council and Planning Commission and Housing Authority expedite this approval process giving it the highest priority for completion possible – even to go so far as to schedule a special meeting to approve the documents once the two-week period holding period for review of the documents prior to approval has been met. (I believe that date will be March 10th - so a special Town Council meeting the week of March 13th if possible?) By expediting this process you will be ensuring that Erin & Frazer and the dozen other deed restricted purchasers are not left hanging in limbo with less housing security than ever due to timing issues with the Town. If a special meeting to approve these documents is simply out of the question I hope that the approval on March 20th and subsequent steps to record everything will be handled as expeditiously as possible to ensure closings can begin immediately after approval.

Thank you for your time and your service –

Mary Kaufmann

Your Name:	Mary Kaufmann
Your Company Name:	Keller Williams
Your Phone Number:	5038196955
Your Email Address:	mary.kaufmann@icloud.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? [View it in your browser.](#)

STAFF REPORT



Meeting Date:	March 06, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Katelyn Page
Agenda Item:	Item P22-299: Request for a Fee Reduction for project P22-298 Subdivision Plat at the property addressed 105 Mercill Avenue.	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a request for a fee reduction associated with the review of a Subdivision Plat at the property addressed 105 Mercill Avenue.

Requested Action.

The applicant, Mercill Partners, LLC., has requested a fee reduction for planning review fees associated with a proposed Subdivision Plat (P22-298). The proposed Subdivision Plat would create a 34-unit mixed use condominium building at 105 Mercill Avenue. The applicant has submitted this request pursuant to Ordinance 939 of the Town of Jackson and Municipal Code section 15.04.090.

Background.

Pursuant to Ordinance 939 the Town Council may reduce, defer, or waive application fees upon the request of an applicant if the proposed project advances significant community goals, which include, but are not limited to the following:

- A project that is sponsored by a governmental entity or a project that receives public funding.
- A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.

Per the applicant, this project provides a benefit to the community for increasing the affordable housing stock in the community. The Teton County Board of County Commissioners (BCC) directed the Jackson/Teton County Housing Department staff to release a Request for Proposals to develop workforce housing at 105 Mercill Avenue, thus the project is sponsored by a government entity. The project incorporates a ground lease with Teton County for under market value effectively subsidizing the project by reducing of the cost of the land to develop the property.

Should Town Council make the determination that this proposal advances significant community goals as described above, a motion has been provided below for the reduction of the fees.

Recommendations.

No recommendation has been provided by the Planning Director given the nature of this request. Please note that the Council has the option to reduce, defer or waive such application fees if desired.

Alternatives.

Council has the option to approve, modify, or deny the proposed request.

Fiscal Impact.

Approval of the applicant's request would result in a loss of \$1,202.00 to the Town.

Staff Impact.

None identified.

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** a request to waive the \$1,202.00 fee for Mercill Partners, LLC, associated with the planning review for Subdivision Plat P22-298.

Paul Anthony
Town of Jackson Planning and Building
150 East Pearl Avenue
Jackson, WY 83001

31 January 2023

Dear Paul,

Mercill partners, LLC is submitting for a fee waiver request for 105 Mercill Avenue. 105 Mercill is currently being approved for plat.

In March 2019, the Board of County Commissioners (BBC) directed Housing Department staff to release a Request for Proposals to develop workforce housing at 105 Mercill Avenue. Teton County has owned the property since 1981. 105 Mercill was designed for 30 workforce housing units total including 20 one-bedroom units, and 10 two bedrooms built over a mix of retail, office spaces and covered parking at street and a below-grade parking garage.

On 30 July 2019, the BBC awarded the project to Mercill Partners and directed staff to enter into a Development Agreement and Ground Lease. The land was supplied to Mercill partners. Pursuant to Ordinance 939, the Town Council may reduce, defer, or waive application fee upon the request of an applicant if the proposed project advances significant community goals, which include, but are not limited to the following:

- A project that is sponsored by a government entity or a project that receives public funding.
- A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.

The project was initiated through Jackson/Teton County Affordable Housing by the BBC so therefore the project was sponsored by a government entity. The BBC entered into a Ground Lease for under market value rate so therefore the project received public funds by being subsidized by a reduction of the cost of the land to develop the property. This project provides a benefit to the community for increasing the affordable housing stock in the valley. Per the Teton County website affordable housing is "Housing our workforce locally contributes to maintaining a vital community, and we're lucky to live in a place where our leaders and voters support it"

Mercill Partners is asking to waive the planning review fees associated with the project because the project is a benefit to the community.

Sincerely.

Tyler Davis

SK/22-336

December 29, 2022

Town of Jackson
Planning Dept.
P.O. Box 1687
Jackson, Wyoming 83001

RE: Final Plat Application Submittal, Mercill Avenue Condominiums Addition to the Town of Jackson.

We are submitting for Final Plat Application a subdivision of Lot 19, Block No. 2 of Joseph R. Jones Third Addition to the Town of Jackson; 22-41-16-28-4-02-012. A boundary adjustment is being submitted by Teton County called Joseph R. Jones Third Addition, it will create Lot 19.

Findings:

1. the subdivision is in substantial conformance; this is a condominium subdivision of an existing approved development.
2. This subdivision complies with all the standards of Section 8.5.3. All required documentation has been submitted.
3. This subdivision complies with subdivision standards of Division 7.2; the condominium subdivision is allowed in CR-2 Zone of the Town. This development has an approved building permit that complies with all building codes. This is new construction and there are no existing tenants. The subdivision is in compliance with all the required improvements to serve the units in the building.
4. This subdivision complies with all other relevant standards of the LDRs and other Town Ordinances.

Parking and Storage:

There are 44 total parking spaces and 36 storage spaces. Each residential unit will be assigned one parking space and one storage space prior to recordation of the CCRs, which spaces and storage units will be specifically designated on Exhibit B to the CCRs. Each commercial unit will have 1 assigned storage space. The Association will also have 1 assigned storage space. The 14 remaining parking spaces will be GCE for use by all units, with 4 of the 14 parking spaces being conditioned on the following: "No residential parking between 8:00 am – 6:00 pm Monday through Friday". This condition will be included on Exhibit B, and the purpose is to ensure these are shared between the commercial and residential users. Please note, designation of LCE-P and GCE spaces, and which residential units will be assigned which LCE-P spaces, will be finalized prior to recordation of the CCRs and plat.

Note:

All residential units will be deed restricted with an approved Workforce restriction.

Included in this submittal for Final Plat:

- a signed application form from Owner
- School and Park exaction fee calculations
- Title Report
- Ground Lease document
- Proof of Publication for Notice of Intent to Subdivide
- Declaration of Condominium
- Certificate of Mortgage Affidavit
- Plat Drawings

We would like to request a fee waiver of the application fee.

I believe this address all the requirements for Final Plat Application. Please call me if you have any questions or concerns.

A handwritten signature in cursive script, appearing to read "Sue Karichner".

Sincerely,

Sue Karichner

Encl.

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Brian Lenz
Agenda Item:	E23-0011: 145 and 105 Sewer Easement Agreement	Public Comment:	No

Purpose & Policy Considerations.

To approve, deny, or amend a sanitary sewer easement agreement between the Town of Jackson and Teton County, Wyoming at the properties addressed 145 and 105 Mercill Avenue.

Requested Action.

To approve the proposed 30' wide sanitary sewer easement agreement between the Town of Jackson and Teton County, Wyoming at the properties addressed 145 and 105 Mercill Avenue.

Recommendations.

Staff recommends approval of the 30' wide sanitary sewer easement between the Town of Jackson and Teton County, Wyoming at the properties addressed 145 and 105 Mercill Avenue.

Background.

Subsequent to approval of proposed Boundary Adjustment P22-292, the properties at 145 and 105 Mercill Avenue, legally described as Lots 18 and 19 of Joseph R. Jones Third Addition to the Town of Jackson. An easement agreement is required to establish an easement area for purposes of laying out, constructing, inspecting, operating, maintaining, and repairing new and existing portions of the Town's sanitary sewer line proposed to straddle Lots 18 and 19.

Analysis.

Staff finds the attached draft agreement and exhibits, subject to any minor staff modifications, are adequate to establish the sanitary sewer easement. Please reference applicant submittal for easement and exhibit details.

Alternatives (Optional).

Amend or deny the request.

Fiscal Impact.

None

Staff Impact.

Preparation of this report and review of the proposed easement agreement took approximately 10 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** E23-0011 for a sanitary sewer easement agreement between the Town of Jackson and Teton County, Wyoming, presented in this staff report dated March 06, 2023, and subject to any minor staff modifications.

**TOWN OF JACKSON
SANITARY SEWER EASEMENT AGREEMENT**

This Sanitary Sewer Easement Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 2023 ("**Effective Date**") by and between Teton County, Wyoming, a duly organized county of the State of Wyoming, of P.O. Box 1727, Jackson, Wyoming 83001 ("**Grantor**"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

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

Street Address: 145 & 105 Mercill Avenue, Jackson, Wyoming 83001

Legal Description: **Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County, Wyoming Clerk on _____, 2023 as Plat No. _____**

Temporary PIDNs: _____

("Grantor's Property", which term includes any divisions or subdivisions thereof)

WHEREAS, Grantee is a municipal corporation that constructs, inspects, maintains, repairs and replaces underground pipelines, mains and sewers, and storm sewers, and necessary and pertinent manhole structures and other facilities associated with sewer infrastructure;

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 legally described on **Exhibit A** and as shown on **Exhibit B ("Easement Area")**, attached hereto and made a part hereof by this reference, for a sanitary sewer line according to the terms and conditions set forth herein;

WHEREAS, Grantee desires to use the Easement Area for purposes of laying out, constructing, inspecting, operating, maintaining, and repairing new and existing portions of the Town's sanitary sewer line;

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

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and 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; Reservation.** Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing the Town's sanitary sewer line ("**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. Grantor reserves the right unto itself, its heirs, successors and assigns, to utilize the Easement Area, and to grant additional easements in all or a portion of the Easement Area, so long as said use and additional easements granted are consistent with the rights granted herein and do not unreasonably interfere with the easement granted herein.

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, including, without limitation, other utilities located in the Easement Area or vehicular or pedestrian access within the Easement Area. Grantee shall have no right to place, construct or maintain any above-ground buildings, structures, or improvements of any kind within the Easement Area. "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 after the date of this Agreement (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, that may interfere with the Grantee's rights granted hereunder, without the prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed, though Grantor may place moveable objects, a trash receptacle and enclosure for said trash receptacle within the Easement Area without prior consent from Grantee; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee without the prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed. Grantee acknowledges that landscaping, concrete sidewalk, asphalt pavement and other improvements and utilities existing in the Easement Area as of the Effective Date, if any, do not interfere with the Grantee's rights hereunder and do not require the written consent of Grantee. For the avoidance of doubt, (i) vehicular parking within designated parking or loading spaces, (ii) snow plowing/removal, grading, paving, and the repair and replacement of asphalt, (iii) restriping, and (iv) the installation and maintenance of signage shall be permitted within the Easement Area without the prior written consent of Grantee, though Grantor shall cause all vehicles parked within the Easement Area to be removed from the Easement Area while Grantee is actively working within the Easement Area.
4. Notice of Maintenance; Use of Easement. Grantee shall give Grantor at least thirty (30) days' advance written notice of its intent to exercise its rights under this Agreement 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. In exercising its rights hereunder, Grantee shall use its best efforts to minimize disturbance to the owners, tenants, occupants, guests and other users of Grantor's Property and the Easement Area.
5. Restoration. Grantee agrees that the surface of the Easement Area and adjacent lands 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. In exercising its rights hereunder, Grantee will provide subjacent support to any buildings on Grantor's Property. Grantee agrees that any other subsurface improvements (such as cable providers' vault boxes) disturbed or impaired by Grantee's work shall be restored as promptly as possible from the date of such disturbance or impairment by Grantee.
6. Interruption of Services. In the event that Grantee's exercise of its rights granted herein shall result in the interruption or loss of services from any utilities (including cable and Internet) located in the Easement Area to owners, tenants, occupants, guests and other users of Grantor's Property ("Interruption of Services"), Grantee agrees to use its best efforts to restore such services to an

equivalent or better standard or condition as soon as possible, but at least within ten days of receiving notice of Interruption of Services. Grantee shall bear all costs related to such restoration. If Grantee refuses or fails to restore utility services within ten days of receipt of notice of an Interruption of Services, Grantor may make such repairs or perform such maintenance without liability to Grantee. All sums reasonably incurred by Grantor in connection with such repairs or maintenance shall be due and payable by Grantee to Grantor, on demand by Grantor. In the event of an emergency, Grantor may make any repairs or perform maintenance without liability to Grantee, and Grantee shall reimburse Grantor as provided for in this section.

7. Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor, its heirs, successors and assigns, from and against, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of claim, loss or damage (including attorney fees and all damage to property) to the extent arising from Grantee's exercise of its rights under this Agreement. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to Grantee's exercise of its rights under this Agreement from which Grantor is or will be seeking indemnification from Grantee. 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.
8. Successors and Assigns; No Public Dedication. This Agreement shall constitute a covenant running with the land and shall inure to the benefit of the parties and their heirs, assigns and successors in interest. Nothing contained herein shall be deemed a dedication of the Easement Area for public use.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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 granted herein.

15. Abandonment. In the event Grantee ceases or abandons use or operation of the Town's sanitary sewer line 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, at its expense, shall remove all visual improvements that Grantee placed, installed or constructed on Grantor's Property. In such event, Grantor and Grantee shall execute and record a vacation of easement in the Office of the Clerk of Teton County, Wyoming for purposes of vacating this Agreement. 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, or if the continued existence of such subsurface improvements interferes with other subsurface improvements. 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 granted herein.
16. 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.

(signatures follow on next page)

GRANTOR:

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

Luther Propst, Chairman
Teton County Board of County Commissioners

Attest:

Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Luther Propst, as Chairman of the Teton County Board of County Commissioners, and Maureen E. Murphy, as Teton County Clerk, of Teton County, Wyoming, 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 me by reasonable proof.

Witness my hand and official seal.

Notary Public

GRANTEE:
TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING

)

)ss

COUNTY OF TETON

)

This instrument was acknowledged before me _____ the ____ day of, 2023 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires:

Exhibit A
[Legal Description of Easement Area—attached]

DRAFT

**EXHIBIT A
LEGAL DESCRIPTION
SEWER EASEMENT**

A 30-foot-wide easement, located within the NE 1/4 SE 1/4, Section 28, Township 41 North, Range 116 West, 6th Principal Meridian, Town of Jackson, Teton County, Wyoming, and being located in Lot 18 and Lot 19 of Joseph R. Jones Third Addition to the Town of Jackson, Plat No. _____, records of the Office of the Clerk of Teton County, the centerline of said 30-foot-wide easement being 15 feet each side of the following described line:

Beginning at a point on the southerly line of Lot 19, said point being S90°00'00"W, a distance of 162.06 feet from the southeast corner of Said Lot 19;
Thence N00°13'51"W, a distance of 63.08 feet to an existing manhole within Said Lot 19;
Thence N08°45'36"W, a distance of 30.77 feet to the dividing line of Said Lot 18 and Lot 19;
Thence N08°45'36"W within Said Lot 18, a distance of 13.82 feet to Said dividing line;
Thence N08°45'36"W within Said Lot 19, a distance of 35.43 feet to Said dividing line;
Thence N08°45'36"W within Said Lot 18, a distance of 8.03 feet to a point on the northerly line of Said Lot 18, Said point being S89°56'43"W, a distance of 174.91 feet from the Northeast corner of Said Lot 19.

Containing 0.104 acres more or less and is subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

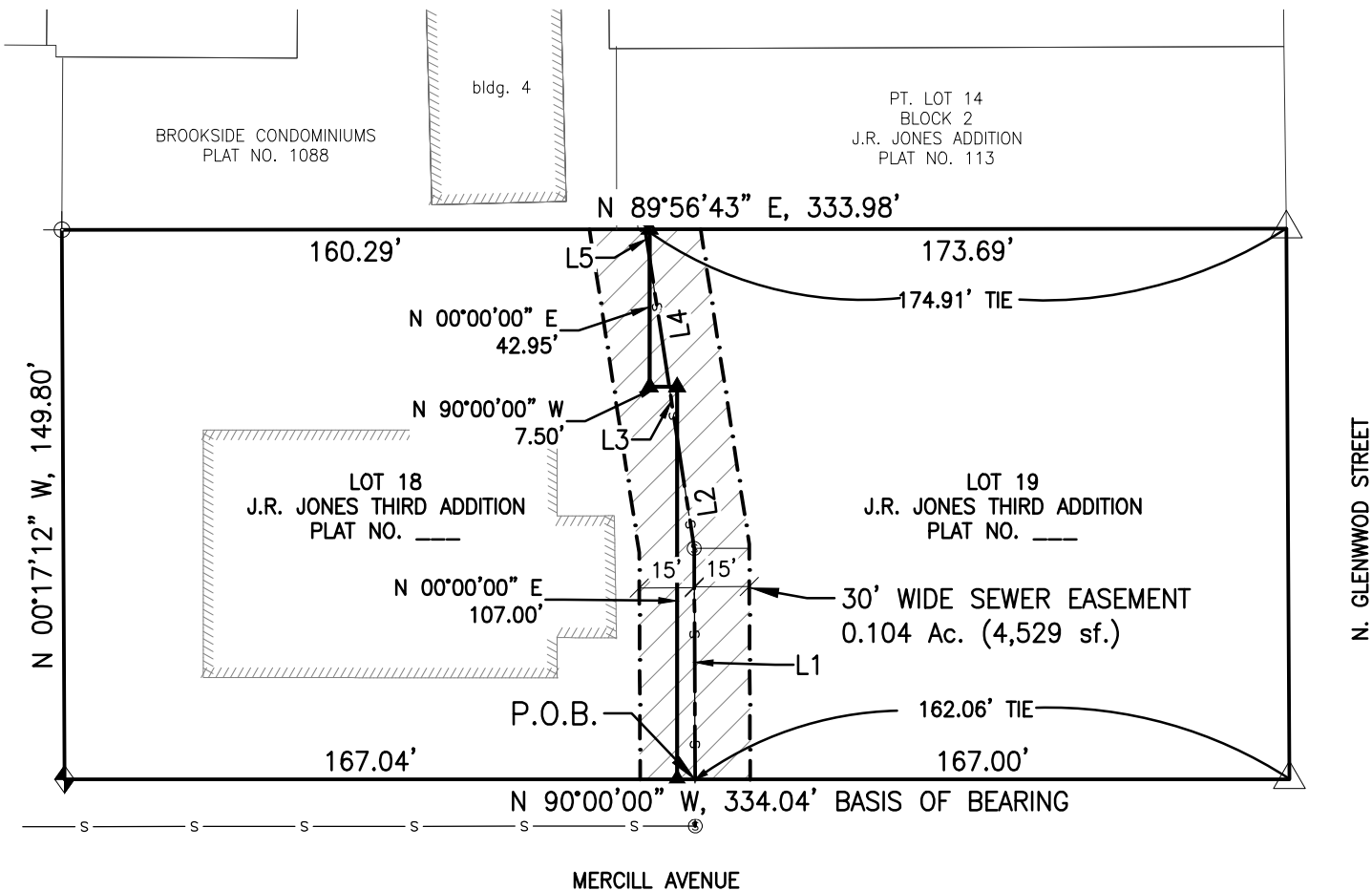
Basis of bearing is N90°00'00"W along the south line of Said Lot 18 and Lot 19 of Joseph R. Jones Third Addition.

Lucas D. Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 22-336
February 21, 2023

Exhibit B
[Graphical Depiction of Easement Area—attached]

DRAFT

EXHIBIT B



SEWER EASEMENT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°13'51"W	63.08
L2	N08°45'36"W	30.77
L3	N08°45'36"W	13.82
L4	N08°45'36"W	35.43
L5	N08°45'36"W	8.03



SCALE 1" = 50'

Lot 18 and Lot 19, Joseph R. Jones Third Addition located within NE 1/4 SE1/4 Section 28, T41N, R116W, Town of Jackson Teton County, WY

DRAWING NO 1	DRAWING TITLE TOWN OF JACKSON SEWER EASEMENT	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	2/21/2023
JOB NO 22-336			ENGINEERED	
			DRAWN	SK
			CHECKED	LR
			APPROVED	LR

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Regular
Submitting Department:	Community Development	Presenter:	Susan Scarlata & Tanya Anderson
Agenda Item:	Sustainable Strategies Grant Consultants: Progress and Future	Public Comment:	Yes

Purpose & Policy Considerations.

To provide staff direction on whether to include funding to retain Sustainable Strategies (S2) Grant Consultants for Fiscal Year 2024.

Requested Action.

Determine if the Town wishes to retain the services of S2 for another year.

Recommendations.

Staff recommends retaining the services of S2 for Fiscal Year 2024.

Background.

Sustainable Strategies (S2) began working with the Town of Jackson in July 2022. They have applied for six grants thus far, securing \$780,000 in funding that advances community priorities. They have also applied for a \$2.5 million US EPA grant that would amplify a SPET funded project at the Recycling Center and are currently working with staff to apply for funds to support expansion of the START bus barn, and with the Police Department on a Department of Justice grant for Law Enforcement Mental Health and wellness Implementation Grant for up to \$200,000). Several additional large federal funding opportunities are expected to become available this spring or summer.

S2 provides support from start to finish, identifying potential funding opportunities, drafting briefing sheets for staff and partners, writing the narrative and budget for grant applications, and drafting letters of support for partners to edit and return. This work greatly eases the burden of applying for grants, makes it easy for partner organizations to boost our applications through their demonstrated support, and provides a national perspective and network.

Analysis.

The \$780,000 in funding secured by S2 in the first six months of their contract is significant. It is unlikely that staff would have had the capacity to apply for grant funding to support these high priority projects without their support. It has also taken some time for both staff and S2 to get up to speed –for S2 to fully hone-in on our priorities and for Town staff to understand and utilize the support they provide. As we approach the end of S2's first year under contract with the Town of Jackson, we expect several large one-time federal funding opportunities to become available. Retaining S2's services will help the Town continue to navigate and, ideally, access these funding opportunities.

One success of our contract with S2 is our partnership with Teton County and other community partners. By applying for grants through our partners, we have been able to secure funding that advances community priorities without adding to Town of Jackson staff workloads. S2 has also identified several annual funding opportunities that will be good fits for projects the Town plans to pursue in the next few years. While we were not prepared to apply for those funding opportunities this year, working with S2 has helped us identify future opportunities.

Sustainable Strategies anticipates that there will likely be several additional large grant opportunities that are a good fit for Town of Jackson priorities in Fiscal Year 2024 (FY24). Some federal funding opportunities through the Inflation Reduction Act may not be available until FY24, and some grants we passed on this year will be available again when we are more aware of what an application entails and closer to being "shovel ready" on certain projects. This funding will

enhance the Town's ability to stay on target with infrastructure projects, sustainability goals, and community priorities. Staff recommends retaining the services of S2 for FY24 to continue to garner funding for priorities in our community.

Sustainable Strategies also suggests that a delegation from the Town of Jackson travel to Washington D.C. to connect with Wyoming's Legislators: Senator John Barrasso, Senator Cynthia Lummis, and Representative Harriet Hageman. S2 advises that a trip for a few days this June could be scheduled when both the House of Representatives and Senate are in-session. S2's further recommendation is to utilize such a trip to connect with other federal government offices where the Town may have grants pending including the Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA), and the Department of Justice (DOJ).

Possible Alternatives.

Town Council could end the Town's contract with S2 at the end of the fiscal year.

Comprehensive Plan & Priority Alignment.

Policy 8.1.c: Innovate past barriers to service delivery goals

Policy 9.3.a: Analyze new ideas.

Policy 10.3.c: Elected officials will set and fund the plan.

Fiscal Impact.

S2 has secured \$780,000 in grant funding for our community thus far, with millions more in grant funding pending. It is unlikely that staff would have the capacity to apply for these grants without the support of S2. The Town's current contract with Sustainable Strategies is for \$90,000 (\$7,500 monthly) for one year of consulting and work through June of 2023. There would be further fiscal impact for potential trip to our Nation's Capitol to connect with legislators and other branches of the federal government.

Staff Impact.

A small number of staff members attend monthly meetings with S2, amounting to approximately 2-5 hours a month in staff time. Some additional staff time is required when S2 is preparing grant applications and staff is providing content, editing, and affirming the application is correct. Staff estimates that Town staff spent less than 2 hours supporting the USDA Composting Grant that yielded \$300,000, and approximately 3 hours supporting the \$2.5 million USEPA SWIFR grant. Grants for which the Town of Jackson is the primary applicant will likely require more staff time.

Attachments or Links.

S2 Jackson Progress Report

Suggested Motion.

I move to direct staff to include funding for the retention of Sustainable Strategies in the Fiscal Year 2024 budget request.

TOWN OF JACKSON, WY

July 2022 - February 2023
Progress Report

JACKSON

HOLE, WY

February 2023

SUSTAINABLE STRATEGIES DC



Progress Update

Beginning in July 2022, Sustainable Strategies DC (S²) has worked with the Town of Jackson and its local partners to advance community priorities, including transportation safety, sustainability, and water infrastructure. During this time, S² developed a resource roadmap strategy to organize and advance priority projects, provided strategic guidance on new funding opportunities, prepared and submitted six grant applications on behalf of the Town or its partners, created briefing materials and letters of support to advance these projects, and conducted advocacy to build political support for pending applications. Since starting work with the Town in July, S² has already helped bring in a total of **\$780,000** to implement Jackson’s priority projects.

Over the past several months, S² engaged with the Jackson team to accomplish the following:

- In July 2022, S² traveled to Jackson for a **series of meetings** with Town staff and community leaders to understand community funding needs and tour key project sites.
- In August 2022, S² completed a **Resource Roadmap** outlining potential grant opportunities and incentives available to advance housing, transportation, public works, public safety, sustainability, recreation, arts and cultures, economic development, and health & human services projects. Top priority projects identified in the Roadmap include the Well 9 Stormwater Project, composting equipment, a public shower facility for the recreation center, developing a transportation safety action plan, funding for affordable housing, rehabilitating the Center for the Arts, aiding wildfire mitigation and response efforts, and promoting green infrastructure development. S² presented these findings virtually at a Town Council meeting on August 15th.
- Since then, we have worked with staff and partner organizations to implement the resource roadmap by convening on monthly calls to discuss available grant resources, establishing project teams to advance applications for funding opportunities that align with priorities, and developing and submitting a total of six grant applications. In our first several months working with the Town, we have also assisted staff and community partner organizations with

Secured

- \$480,000 in USDOT Safe Streets and Roads for All (SS4A) funding to develop a comprehensive safety action plan to support the final phase of the Teton Mobility Project.
- \$300,000 in USDA Composting and Food Waste Reduction Pilot Program (CFWR) funding to purchase new equipment to boost composting capacity and reduce GHG emissions.

Pending

- \$2.5 million in USEPA Solid Waste Infrastructure for Recycling (SWIFR) funding for ISWR Recycling Center Expansion.

In Progress

- Potential application for \$4+ million in FTA Bus & Bus Facilities grant funds to support the START bus barn expansion.

Not Obtained

- \$2,410,415 in Wyoming Water and Sewer ARPA Grant for the Well 9 project and for the stormwater treatment unit on Highway 89.
- \$750,000 in Wyoming Outdoor Recreation Grant Program funding for public shower facilities at the Recreation Center.

evaluating the viability of several project ideas for available grant resources and decided that the projects are not yet ripe to apply due to the need for additional planning and/or project design. We anticipate that many of these projects will be ripe for the next cycle of funding, and the Town and/or partners will now have an awareness of what needs to be advanced to be ready for an application.

- In August 2022, S² helped Jackson submit two applications for Wyoming State Water and Sewer ARPA grant funding: \$1,730,415 for the Well 9 Project and \$680,000 for a stormwater treatment unit on Highway 89. A debrief following notice that Jackson did not receive funding for either grant indicated that Jackson's high-income levels, full compliance with water regulations, and project readiness impacted competitiveness for this opportunity. S² will continue to help Jackson pursue other opportunities to get these projects funded.
- Also in August 2022, S² helped Jackson submit a pre-application for \$750,000 in Wyoming Outdoor Recreation Grant Program funding for public shower facilities at the Recreation Center. Jackson was not invited to submit a full application for this project. Feedback on the pre-application indicated new recreational opportunities were viewed more favorably than facility upgrades to support recreation.
- During this time, S² also provided strategic guidance to three Jackson community organizations (Jackson Children's Museum, One22, and Teton County Health Department) with respect to the Wyoming Health & Human Services ARPA grants.
- In September 2022, S² developed the application that helped Jackson secure **\$300,000** in USDA Composting and Food Waste Reduction Pilot Program (CFWR) funding to purchase an air knife density separator for Teton County Integrated Solid Waste and Recycling (ISWR). This new equipment will significantly expand composting participation among restaurants, grocery stores, and other large food waste generators, and is projected to boost food waste diversion by over 2,000% by 2030.
- Also in September 2022, S² developed the application to help Jackson secure **\$480,000** in USDOT Safe Streets and Roads for All (SS4A) funding to develop a comprehensive safety action plan. This funding will support the final phase of the Teton Mobility Project. S² organized political advocacy for this application from Jackson's US Congressional Delegation. Participation in this planning grant program will also facilitate future applications for larger Safe Streets and Roads for All implementation grant funding for infrastructure projects that reduce accidents and promote bike/pedestrian safety.
- In November and December, S² worked with a coalition of regional stakeholders to develop a project for the new **US Department of Building Energy Code grant program**. While it was ultimately determined that the project was not ready to submit in this round, several good ideas emerged for energy efficiency and workforce development initiatives that can be pursued in the next round with more time to organize.

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- In early 2024, S² worked with staff to evaluate projects for the **Funders Network for Smart Growth Partners for Places** grant, the **US EPA Columbia River Basin Toxic Reduction Lead** grant, and the **BLM WaterSMART Environmental Water Resources** grant, determining not to advance projects in this round but identifying projects and partnerships that may be ripe for future application cycles.
 - In February 2023, S² helped Jackson to apply for **\$2.5 million in USEPA Solid Waste Infrastructure for Recycling (SWIFR) funding** to significantly expand the ISWR recycling center, provide covered 24-hour-a-day public recycling, and increase the recycling rate by 15% in partnership with the US Forest Service and National Park Service. **This application is currently pending.**
 - As of February 2023, S² is working with START to develop a potential application for upwards of **\$4 million in FTA Bus and Bus Facilities and or Low/No Emission Bus funding** to support the START bus barn expansion. Should the Town choose to commit match to the project, the application will be submitted in April, with funding decisions released around July 2023.
 - As we continue our work with the Town, we are learning from our unsuccessful grant submissions by seeking debriefs to understand how to improve applications for future rounds and determine whether various resources are a good fit for Town projects.



Looking Ahead

In just over half a year, the S²-Jackson partnership has already proven to be highly successful, with two major grant wins totaling **\$780,000** and one recently submitted application pursuing another **\$2.5 million**. We are pleased with the high level of success within a short time frame, as the true return on investment in S² usually takes several months to manifest due to the timing of federal grant cycles. S² looks forward to continuing to work with the Jackson team to take advantage of the unprecedented levels of federal funding that will be available for the foreseeable future. The Bipartisan Infrastructure Law (BIL) is bringing billions of dollars in grant funding across several major programs to local governments to address major infrastructure needs. The Inflation Reduction Act (IRA) is the largest investment into combating climate change in U.S. history, making available billions of dollars in grant funding to support green infrastructure. S² is ready and excited to help Jackson maximize its share of these federal funds by tracking opportunities as they open, crafting competitive grant applications, and advocating for applications post-submission. Major upcoming opportunities include:

- April 2023: DOJ Law Enforcement Mental Health and Wellness Act Implementation Grant program – Grants to improve the delivery of and access to mental health and wellness services for law enforcement officers through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.
- April 2023: DOE Energy Efficiency and Conservation Block (EECBG) Grant Program – Formula funding for energy infrastructure upgrades to cut carbon emissions, improve energy efficiency, and reduce energy use. Jackson has multiple energy efficiency and renewable energy projects that would be a strong fit for this program. Jackson and Teton County have each been appropriated approximately \$75,000 in EECBG funds, and S² is ready to assist the Town and County with completing the requirements to obtain the formula funds.
- May 2023: Three USDA local food grants are available to support farmers markets, local food systems, and regional food system partnerships. At Jackson's direction, S² can provide grant support to local food partners such as the Jackson Hole Farmer's market to offer subsidies and SNAP benefits, One22, or Vertical Harvest
- Summer 2023: EPA Zero Emissions Technology Grant Program - Funding for residential and community solar projects, storage technologies, and upgrades related to those projects. Jackson has pressing needs related to energy efficiency upgrades in connection to transit-oriented housing development which could benefit from these funds.
- Summer 2023: DOT Charging and Fueling Infrastructure Discretionary Grant Program – Funding to strategically deploy publicly accessible electric vehicle charging infrastructure and other alternative fueling infrastructure along designated alternative fuel corridors. Jackson has expressed a strong interest in expanding public charging infrastructure to support electric vehicle adoption.

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Personnel/Town Clerk	Presenter:	Roxanne Robinson
Agenda Item:	Resolution 23-03, Pay Philosophy Resolution	Public Comment:	Yes

Purpose & Policy Considerations.

At the December 19, 2022 Town Council meeting, Council directed staff to bring forward a resolution adopting the Pay Philosophy as approved at that meeting.

Requested Action.

Staff requests Council approve Resolution 23-03 adopting a Pay Philosophy for the organization that mirrors the approval provided on December 19, 2022.

Recommendations.

Staff recommends Council adopt Resolution 23-03 as presented adopting the pay philosophy that was approved on December 19, 2022.

Background.

The Town Council adopted the pay philosophy on December 19, 2022 as set forth in the attached resolution. Included in the motion from that meeting was direction to staff to present the adopted pay philosophy in resolution format for adoption. Adoption of the pay philosophy in resolution format provides a clear policy statement of the Council's intent for staff support related to classification and wages. The Council's approval for implementation of the Classification and Compensation Study followed the pay philosophy that was approved.

Analysis.

All key points related to this pay philosophy were considered at the December 19, 2022 meeting where the philosophy was adopted. The staff report from that meeting is attached for reference.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

The ability of the Town of Jackson to implement and take actions in alignment with the Comprehensive Plan depends on the ability to recruit and retain an effective workforce. Adopting the approved Pay Philosophy in resolution form allows for easy reference by staff and provides the information in a format easily disseminated to incoming employees as part of recruitment and retention efforts. This adoption is in alignment with Common Value #3, Quality of Life and directly relates to Section 8, Quality Community Service Provision.

Fiscal Impact.

The fiscal impact of the adopted pay philosophy has already been absorbed by the Council's approval of the implementation of the Classification and Compensation Study.

Staff Impact.

Staff spent approximately 2 hours preparing this staff report as the pay philosophy content had already been approved in December 2022. The staff impact of approval of the pay philosophy is approximately 1 additional hour and includes execution of the Resolution and placement in the permanent record books of the Town. The resolution will also be used

to inform incoming staff of the Town's position on classification and wages. The staff impact of support of the pay philosophy is positive in that it clarifies the Council's intent towards classification and compensation.

Attachments or Links.

Resolution 23-03, A Resolution Setting forth the adopted Pay Philosophy.
The Classification and Compensation Study Report from December 19, 2022.

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

I move to adopt Resolution 23-03 as presented, adopting the pay philosophy that was approved on December 19, 2022.

RESOLUTION 23-03

A RESOLUTION ESTABLISHING A PAY PHILOSOPHY

WHEREAS, the Jackson Town Council recognizes the critical importance of recruiting and retaining staff members in order to provide the core services required and desired by the Town of Jackson residents, the greater Jackson Hole community and guests to our beautiful and well maintained community; and

WHEREAS, providing for the health, safety and welfare of the community we serve is core to the purpose and mission of the Town of Jackson organization; and

WHEREAS, recruiting and retaining quality employees is essential for fulfilling the vision and common values of community character set forth in the Comprehensive Plan; and

WHEREAS, in order to provide additional clarity for current and future staff and elected officials regarding the Town Council's approach towards classification and compensation and to guide all future compensation decisions, adoption of a Pay Philosophy is warranted; and

WHEREAS, establishing a Pay Philosophy by resolution reinforces the Council's support for staff that was expressed by Council's adoption of the Pay Philosophy as part of the actions taken to implement the Classification and Compensation Study adopted at the December 19, 2022 Town Council workshop.

NOW THEREFORE, BE IT RESOLVED that the Jackson Town Council hereby establishes the following Pay Philosophy and Key Components as outlined:

Town of Jackson Pay Philosophy

The Town of Jackson recognizes that its employees are its greatest asset in providing quality municipal services and strives to maintain a positive organizational culture. To maintain that positive culture, the Town is committed to showing how much it values its employees through comprehensive compensation and benefits packages. The Town of Jackson's philosophy is to retain the incredible staff we have, recruit new staff fitting into our organizational culture and philosophy through providing clear and transparent pay bands, grade assignments, and an overall pay plan competitive with the market. The Town also prioritizes retention of current employees through an advancement program that fosters career progression across the organization. In addition, the Town encourages work/life balance by providing a significant paid time off program and regularly recognizes staff through appreciation awards. Going forward, the Town is committing to complete annual cost of labor check-ins to guide annual market and merit adjustments and a comprehensive compensation study every 5-7 years.

Town Pay Philosophy Key Components

The Town of Jackson:

- Strives to maintain a values based, positive organizational culture by:
 - Prioritizing culture-building training,
 - Emphasizing equity and inclusion in the workforce, and
 - Supporting a comprehensive classification and total compensation package that allows the Town to successfully attract and retain qualified employees who stay with the Town for the long-term.
- Prioritizes retention of current staff by:
 - Anchoring our pay plan utilizing a lead/lag approach to market wages,
 - Supporting an annual review and update of pay plans and wages using comparative data, and
 - Completing a comprehensive classification and compensation study every 5-7 years.
- Recognizes the need for and provides high-quality benefit packages that incentivize retention that leads to work/life balance for employees by prioritizing:
 - Health care security,
 - Long term employee retirement investment,
 - Disability insurance coverage, and
 - Significant paid time off program.
- Defines the market for employees by comparing with peer rocky mountain resort communities for all positions, and other regional peer and private sector organizations for non-exempt and public safety positions.
- Defines 3 separate open range Title and Grade Structures for Exempt, Non-Exempt, and Public Safety with supplemental income options that allows the Town to:

- Set a narrower range spread for non-exempt employees in order to adequately recruit at a competitive starting wage while recognizing the potential for a shorter time frame to achieve proficiency,
 - Identify sworn law enforcement as a separate critical class of non-exempt professionals,
 - Provide flexibility in determining merit increases as one of the initial steps in the annual budgeting process, and
 - Augment hourly wages for priority targeted activities and positions.
- Supports recognition and retention of employees through formalization of an advancement program to foster career progression for multiple positions throughout the organization with a corresponding wage increase.

PASSED, APPROVED, AND ADOPTED this 6th day of March, 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	December 19, 2022	Meeting Title:	Town Council Workshop
Submitting Department:	Personnel	Presenter:	Roxanne Robinson & Tyler Sinclair
Agenda Item:	Classification and Compensation Study	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to:

- 1) Consider and adopt a Town pay philosophy,
- 2) Present the results of the Classification and Compensation Study, and
- 3) Discuss and receive approval on staff's recommended:
 - a. Pay plan option that includes incorporation of an employee advancement program and open salary ranges;
 - b. Placement of employees on that pay plan, as well as the fiscal ramifications of the plan, and
 - c. Implementation of the approved pay plan in the FY23 budget.

Requested Action.

Receive approval of the recommended pay philosophy, pay plan, placement of employees on the pay plan, and implementation of that pay plan.

Recommendations.

Staff recommends Town Council:

1. Adopt the pay philosophy as presented;
2. Approve the pay plan as proposed that includes 3 separate Title and Grade structures with open salary ranges that incorporates an employee advancement program as outlined;
3. Approve the placement of employees at the new minimum in their salary range (or their current salary if already over the minimum) plus 1% for each year in their position, and
4. Direct staff to implement the approved pay plan on January 9, 2023.

Background/Analysis

The Town Council supported funding for a Classification and Compensation Study at the November 1, 2021 Town Council meeting and through the FY22 budget to improve our recruitment and retention efforts and to recognize the Town's most valuable asset, its employees. Initially, the goal was to implement the results of the study on July 1, 2022, the start of the FY23 fiscal year. When it became unrealistic to meet that deadline, funds were carried forward into FY23 to complete the work and implement the study. The Town of Jackson had not conducted a comprehensive salary survey since 2006. Salary ranges had been periodically adjusted from 2006 through 2021 on a reactive basis utilizing information from Teton County, WY as they adjusted their salary ranges and also as a reaction to the market when we found it challenging to recruit and retain specific positions such as sworn Police Officers and Department Directors. The Town of Jackson has never officially adopted a pay philosophy. In the past, the Town of Jackson adjusted salary ranges and provided merit wage increases annually during the budget process and in some cases, froze salaries, and made lump sum adjustments during challenging budget years.

There are five main components for conducting a Classification and Compensation Study including the following.

- **Data Collection:** Project planning meetings, data, collection, position analysis questionnaires (PAQs) completed by employees and reviewed by supervisors.
- **Position Review:** PAQs reviewed by Baker Tilly, SAFE job evaluation conducted.
- **Market Assessment:** Collection of base pay and benefits information from peer organizations.

- *Pay Plan Development:* Pay plan development, grade assignments, and implementation calculations.
- *Project Completion:* Final report, Council presentation and adoption, project documentation delivery.

This staff report provides an overview of the 5 main components including the development and adoption of a pay philosophy. There are several attachments to this staff report that provide additional information and our consultant Baker Tilly will be available at the meeting to provide further information and answer questions. In addition, an email will be sent to Council on Friday, December 16 with a link to the employee presentation of the plan that provides further information.

PAY PHILOSOPHY

Based on Council discussion and direction to date, existing Town policies, and the overall approach to total compensation staff is recommending, staff is proposing the following Pay Philosophy be adopted by the Town to guide all future compensation decisions.

The Town of Jackson recognizes that its employees are its greatest asset in providing quality municipal services and strives to maintain a positive organizational culture. To maintain that positive culture, the Town is committed to showing how much it values its employees through comprehensive compensation and benefits packages. The Town of Jackson's philosophy is to retain the incredible staff we have, recruit new staff fitting into our organizational culture and philosophy through providing clear and transparent pay bands, grade assignments, and an overall pay plan competitive with the market. The Town also prioritizes retention of current employees through an advancement program that fosters career progression across the organization. In addition, the Town encourages work/life balance by providing a significant paid time off program and regularly recognizes staff through appreciation awards. Going forward, the Town is committing to complete annual cost of labor check-ins to guide annual market and merit adjustments and a comprehensive compensation study every 5-7 years.

In addition, to assist in implementation and to provide additional clarity for future staff and elected officials, staff has developed the following key components of a Town Pay Philosophy for consideration.

Town Pay Philosophy Key Components

The Town of Jackson recognizes that its employees are its greatest asset in providing quality core municipal services to the community and therefore the Town:

- Strives to maintain a values based, positive organizational culture by:
 - Prioritizing culture-building training,
 - Emphasizing equity and inclusion in the workforce, and
 - Supporting a comprehensive classification and total compensation package that allows the Town to successfully attract and retain qualified employees who stay with the Town for the long-term.
- Prioritizes retention of current staff by:
 - Anchoring our pay plan utilizing a lead/lag approach to market wages,
 - Supporting an annual review and update of pay plans and wages using comparative data, and
 - Completing a comprehensive classification and compensation study every 5-7 years.
- Recognizes the need for and provides high-quality benefit packages that incentivize retention that leads to work/life balance for employees by prioritizing:
 - Health care security,
 - Long term employee retirement investment,
 - Disability insurance coverage, and
 - Significant paid time off program.
- Defines the market for employees by comparing with peer rocky mountain resort communities for all positions, and other regional peer and private sector organizations for non-exempt and public safety positions.

- Defines 3 separate open range Title and Grade Structures for Exempt, Non-Exempt, and Public Safety with supplemental income options that allows the Town to:
 - Set a narrower range spread for non-exempt employees in order to adequately recruit at a competitive starting wage while recognizing the potential for a shorter time frame to achieve proficiency,
 - Identify sworn law enforcement as a separate critical class of non-exempt professionals,
 - Provide flexibility in determining merit increases as one of the initial steps in the annual budgeting process, and
 - Augment hourly wages for priority targeted activities and positions.
- Supports recognition and retention of employees through formalization of an advancement program to foster career progression for multiple positions throughout the organization with a corresponding wage increase.

Once Council has approved and/or provided direction on a Town Pay Philosophy a resolution will be prepared for Council consideration at a future meeting.

Key Policy Question: Does Council support the proposed Pay Philosophy and its key components as written that reflects and incorporates the recommendations of staff for the Classification and Compensation Study?

DATA COLLECTION, POSITION REVIEW, AND MARKET ASSESSMENT

At the June 6, 2022 Town Council meeting, the Council approved the list of peer organizations for market comparison for salaries and benefits. That approved list is below:

Peer Organizations for Market Comparison			
Jackson, WY	10,585		
Organization	Population	Administrative, CDL, Public Works, Law Enforcement	4 Yr Degree Positions
Aspen, CO	7,721	x	x
Breckenridge, CO	5,054	x	x
Casper, WY	58,287	x	
Eagle County, CO	54,960	x	x
Gillette, WY	32,513	x	
Lake Tahoe, CA	21,330	x	x
Laramie, WY	32,515	x	
Mammoth Lakes, CA	8,263	x	x
Park City, UT	8,467	x	x
Pitkin County, CO	17,980	x	x
Sheridan, WY	17,938	x	
Sonoma, CA	11,082	x	x
South Lake Tahoe, CA	22,535	x	x
Sublette County, WY	9,865	x	
Sun Valley, ID	1,581	x	x
Teton County School	23,356	x	x
Teton County, WY	23,356	x	x
Vail, CO	5,614	x	x
Vernal, UT	10,449	x	
Wyoming State	581,348	x	
PRIVATE SECTOR		x	x

This table shows the organizations that were asked to respond for all positions in the organization and organizations that were only asked to respond for positions in the organization with 4-year degree requirements. The Town's 'market' for positions with 4-year degree requirements are the peer Rocky Mountain resort communities and the local and regional employers were added when establishing the 'market' for positions without 4-year degree requirements. In addition to those listed, salary data from the Economic Research Institute and Bureau of Labor Statistics was utilized as well. We ultimately ended up with data from 20 public entities, 2 private sector responses, and data from 3 published surveys.

Staff spent significant time completing the position analysis questionnaires (PAQs) for all positions in the organization and reviewing that information with supervisors and Baker Tilly. Based on the PAQs, Baker Tilly then developed a systematic analysis and factor evaluation (SAFE) score for each position that incorporates 9 factors to evaluate the position. The purpose of completion of the PAQs is twofold, to gather data to update the job descriptions for all positions and also to establish a SAFE score in order to accurately place positions on grades in the pay plan.

Baker Tilly also met with staff to review the Fair Labor Standards Act (FLSA) exempt status of positions. Based on this review, they recommended 4 positions be changed from exempt to non-exempt. The different status results in employees being eligible for overtime if they are classified as non-exempt when in the past they were not eligible.

Benefit information was collected as part of the Market Assessment portion of the project and a highlight of the benefit information is provided below under the final report section and in detail in the attached appendix. Staff notes that of the approximate \$18M in the budget dedicated to personnel expenses, approximately \$13M is wages, \$3M is health insurance, and \$2M is retirement. When determining the recommended pay philosophy and plan, it is important to consider an employee's total compensation, not just wages.

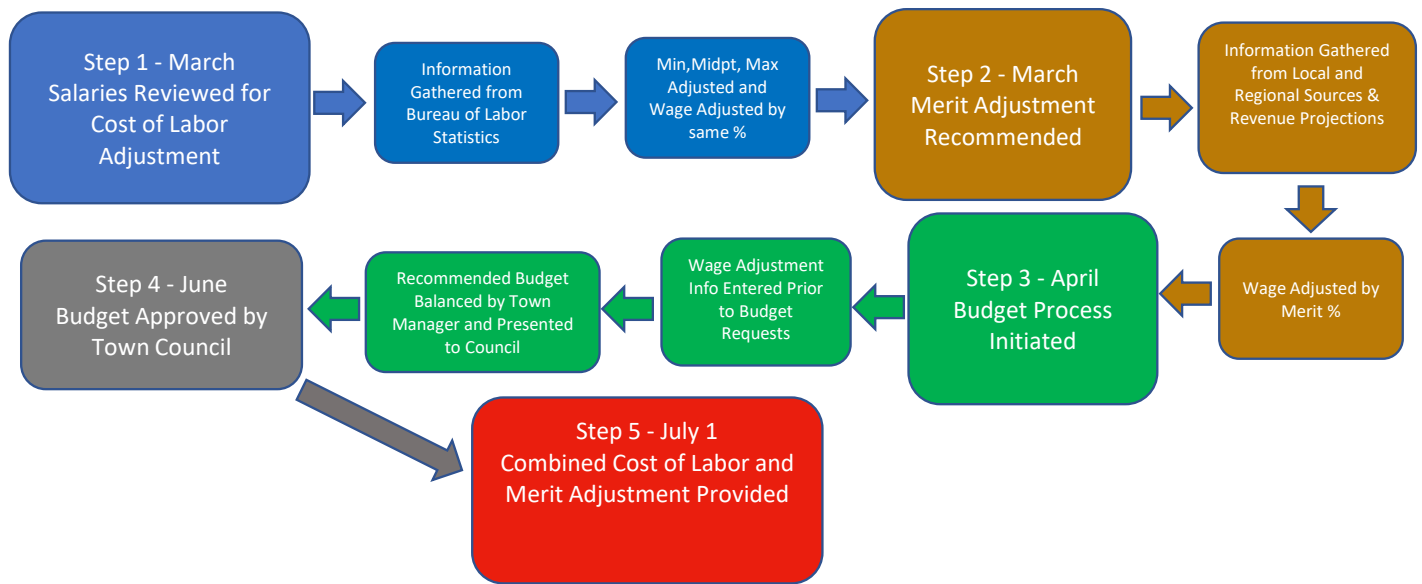
PAY PLAN DEVELOPMENT

In order for Baker Tilly to develop a pay plan for the Town of Jackson with grade assignments and implementation calculations, they needed the Town of Jackson to provide one component of the pay philosophy, where to anchor our pay plan. At its October 17, 2022 Town Council meeting, the Council approved a lead/lag approach, whereby the salary ranges provided are 5% above the market midpoint at the start of the fiscal year and would be expected to be slightly below the market midpoint at the end of the fiscal year.

Separate Title and Grade Structures: Using the lead/lag approach, Baker Tilly proposed 3 separate open range Title and Grade Structures that would comprise the 'pay plan' that establishes a grade and salary range for each position title. An open range allows flexibility in determining merit increases rather than containing fixed steps within the range. The 3 separate open range Title and Grade Structures are for Exempt positions (positions that are salaried and do not receive overtime), Non-Exempt positions (positions that are hourly and are eligible for overtime), and Public Safety (sworn law enforcement) positions. Baker Tilly's advice on this point was that providing 3 separate structures is a common approach for governmental entities. They indicated that there are natural divisions in study results, and it is common to group exempt, non-exempt and public safety separately. Generally, range spreads should increase with the increase in the level of job complexity. Non-exempt positions typically have narrower ranges to support a higher starting wage and a more reasonable salary progression to the midpoint because it may take less time to become proficient in the position. Wider range spreads in managerial and exempt positions reflects a longer time to become proficient as the positions require advanced preparation to obtain and also require greater individual discretion, judgement, and responsibility.

Open Range Approach: Another important factor in recommending a pay plan is to determine how an employee moves from the minimum to the maximum in their salary range. Baker Tilly is recommending an open range approach that does not contain fixed steps within the ranges and staff's recommendation is the same. Baker Tilly indicated that many organizations are moving away from step plans because they provide less flexibility in applying merit or annual increases. Step plans are typically 2.5% between steps, with all employees artificially 'placed' on one of those steps upon hiring and receiving a 'step' increase on their hiring anniversary date. The Town of Jackson has not used a step plan since the late 1990s and has instead used open ranges with all adjustments typically provided on July 1. The practice of providing all wage increases with the start of the fiscal year as opposed to on each employee's anniversary date makes it much easier to track and implement in Finance and Personnel. Market adjustments and merit increases can be calculated and implemented all at once rather than multiple times throughout the year and different wage calculations do not need to be made mid-pay period.

Budget Process for Compensation Adjustments



An additional document is attached to this staff report that defines concepts and terms used throughout the Classification and Compensation Study information for review.

Key Policy Question: Does Council support the use of the proposed 3 separate open range Title and Grade Structures that would comprise the ‘pay plan’ and the Open Range approach to annual adjustments as recommended by staff as the basis for the Town Pay Plan?

Grade Assignments: Baker Tilly analyzed the data and provided their recommendation of grade placement for all positions in the organization and any recommendations for title changes. Based on this information, meetings were conducted with each Department Director to review the grade placement of positions in their departments along with the tentative placement of advancement positions.

Development of an Advancement Program: Staff has proposed an advancement program that incorporates a career ladder for many positions in the organization to retain employees and recognize expertise in their field of work. The Town already has advancement programs in place for Police Officers and Corporals as approved by the Council in November of 2019 and established an advancement program for Street Operators to Equipment Operators, but we do not have advancement opportunities for other appropriate positions in the organization. The proposed advancement program would provide a promotion with a corresponding wage increase. Internal equity concerns were addressed for positions and positions were then further reviewed with Baker Tilly to address any corrections from PAQs that resulted in potential misplacement of a position based on others in the Department or organization.

Key Policy Question: Does Council support the incorporation of an Advancement Program as recommended by staff as a key component for the Town Pay Plan and Philosophy?

Employee Placement Methodology: With the Pay Plan established and positions appropriately placed pursuant to market data and internal equity, the next step is to determine a preferred methodology for placement of current employees on their corresponding Title and Grade Structure within the range for their position. Factors to consider in selecting a methodology for placement of current employees include:

1. Placement that doesn't compress employee salaries together at the bottom of the range without recognition for years in position or mastery of skills,
2. Placement that provides recognition for years of service/skill level increase in their current position, and
3. Placement that doesn't reduce an employee's wage.

Leadership staff held numerous discussions with Baker Tilly representatives to review possible options for a placement methodology and staff is presenting three options to show the Council a sampling of the range of options to consider.

Methodology Options for Placement of Employees on each of the 3 Title and Grade Structures

- **Option A – Bring to Minimum:** This option would place all current employees on their corresponding grade at either the minimum in the salary range, or if their wage already falls within that range, maintain their current salary with no increase. The impact of selecting this option would be:
 - ***Compression:*** Wage compression would occur at the bottom of the salary range for employees. For positions with multiple people in that same position with many currently below the new minimum for the range, those below the minimum would all be at the same rate of pay whether they were a new hire or had 5 years of service in that position. Wage compression would likely result in morale issues and could lead to more seasoned employees leaving the organization with feelings of disrespect for the service they have provided and their mastery of skills and value to the organization. The Town has worked hard to avoid compression and raised the wages of all Commercial Drivers License (CDL) holders in the organization in both Public Works and START last year to avoid compression issues.
 - ***Equal Treatment:*** Some employees would see an increase but not every employee would see an increase in wages as a result of implementing this option. It is challenging for employees to see coworkers getting an increase when they are new to the organization if tenured employees do not.
 - ***Cost:*** The table below shows the cost implications of this option. Even though the total amount listed below is \$242,119, when you factor in the Town's benefit expenses (approximately 25% - 30% of wages), the approximate total cost of this implementation is \$314,000.

Option A	Option A Bring to Minimum			
	Current Salary	Proposed Salary	Increase Amount	Increase %
Exempt	\$3,097,168	\$3,177,690	\$80,522	2.6%
Non-Exempt	\$4,052,079	\$4,162,026	\$109,948	2.7%
Public Safety	\$2,226,377	\$2,278,026	\$51,649	2.3%
Total	\$9,375,624	\$9,617,743	\$242,119	2.6%

- **Option B – Bring to Minimum Plus 1% Per Year in Position (Staff's Recommendation):** This option places all current employees on their corresponding grade at the minimum in their salary range (or their current salary if already above the minimum) plus a percentage increase for each year they have served in their current position. This would not be for total years of service in the organization, but years in their current position. For example, an employee might have been hired 15 years ago, but they were promoted to their current position only 2 years ago. In this example, an employee would be moved up to the minimum and then be placed 2% above that minimum because of their years in their position, or if their salary is already above the minimum, they would receive a 2% increase above their current salary.

Option B is staff's recommendation because it avoids compression, recognizes years of service in a position, achieves equal treatment, and prioritizes skill mastery and retention.

The impact of selecting this option would be:

- ***Compression:*** There would be no wage compression with this approach. Employees would be placed within ranges with a conservative amount of spacing to address years of service in their positions.

- *Equal Treatment*: Some employees would see an increase with this option but not every employee would see an increase in wages as a result of selecting this option. Any increases would be based on a formula that treats everyone the same. In the recent past, when we've brought on a new employee at a slightly higher salary than current employees, we have made small adjustments to the salaries of existing staff to try and recognize years of service. Using a formula for placement treats everyone the same.
- *Cost*: The table below shows the cost implications of implementing this option. Even though the total amount listed below is \$612,607, when you factor in the Town's benefit expenses (approximately 25% - 30% of wages), the approximate total cost of this option is \$792,000.

Option B - Minimum Plus 1% per Year in Position				
Option B	Current Salary	Proposed Salary	Increase Amount	Increase %
Exempt	\$3,097,168	\$3,339,285	\$242,118	7.8%
Non-Exempt	\$4,052,079	\$4,315,045	\$262,966	6.5%
Public Safety	\$2,226,377	\$2,333,900	\$107,523	4.8%
Total	\$9,375,624	\$9,988,230	\$612,607	6.5%

- **Option C – Maintain Current Comp Ratio**: This option places employees in their new range at the same salary distance they are from the midpoint in their existing range. This approach assumes the Town placed current employees and new hires onto the old salary ranges based on education and experience, but that was not always the case. Oftentimes we hired new employees above the midpoint or at the higher end of the salary range in order to 'land' them with the Town of Jackson, with the alternative being they would reject the position with the Town due to a low salary. This higher placement was due to the Town's existing pay plan not accurately reflecting the current market for the position. In some instances, when a new employee was hired in a position with multiple employees in it, we raised the wage of existing employees to match that new salary in an effort to maintain some form of internal equity. The impact of selecting this option would be:
 - *Compression*: Because the Town has worked hard to avoid compression, this would maintain the current separation for wages that currently exists. There would be no wage compression with this approach.
 - *Equal Treatment*: Not all employees in the organization would see an increase in wages with implementation of this approach and some employees would see a significant increase. There are several employees that would not see any increase and a handful of non-exempt employees that would see less than a ½ percent increase with this approach. Exempt employees would see the largest increase and these positions are some of the higher paid positions in the organization already.
 - *Cost*: The table below shows the cost implications of this option. Even though the total amount listed below is \$1,058,621, when you factor in the Town's benefit expenses (approximately 25% - 30% of wages), the approximate total cost of this implementation is \$1,357,000.

Option C - Maintain Current Compa Ratio				
Option C	Current Salary	Proposed Salary	Increase Amount	Increase %
Exempt	\$3,097,168	\$3,623,984	\$526,817	17.0%
Non-Exempt	\$4,052,079	\$4,467,932	\$415,853	10.3%
Public Safety	\$2,226,377	\$2,342,329	\$115,951	5.2%
Total	\$9,375,624	\$10,434,245	\$1,058,621	11.3%

Staff notes, that in each scenario, the least amount of adjustment needs to be made for Public Safety personnel. In 2014, due to a significant turnover in the number of officers and very few applicants for openings for Police Officers, the Town increased the salary range and the wages for sworn law enforcement personnel by \$6,000 for Police Officer, \$4,500 for Corporals, and \$3,000 for Sergeants without a similar increase in the range or wages for other positions in the organization.

In addition, staff notes that Town joint positions in START, the Animal Shelter and Victim Services jointly funded by the Town and County will be affected by the proposed changes. Upon direction from Council on how to proceed the Town will

need to make a request to the County to increase their contribution to these joint departments for the remainder of FY23. Should the County be unable to make this adjustment during FY23 the Town may have to fund 100% of the difference in Town joint employee compensation until the end of the fiscal year.

Key Policy Question: Does Council support the use of Option B as recommended by staff as the employee placement methodology for the Town Pay Plan?

Implementation Calculations: Once a pay plan and placement methodology has been selected, the Town Council will need to approve a plan for implementation of that pay plan working with available funding. Staff is recommending Option 1 below with implementation on January 9, 2023. Options for implementation include:

1. **Option 1: Implement January 9, 2023 (the start date for the first pay period in January 2023) (Staff's Recommendation).** As noted below under fiscal impact, the Town set aside funds to implement the pay plan in this current fiscal year. There is approximately \$747,000 remaining in one-time funds to implement the Class and Comp Study in FY23. The cost to implement on January 9, 2023 would be approximately ½ of the total cost listed for Option B or approximately \$396,000. The issue to consider is the challenge of maintaining increased salaries and benefits in future years without adequate, new recurring revenue to support them. Staff recommends this approach as it makes the necessary one-time adjustments to implement the new plan in FY23 while leaving the remainder of the identified funding for implementation of the plan in FY24 and beyond allowing Council time to make overall budget adjustments to address long term structural issues.
 - a. With selection of this option, there would be \$351,000 remaining to carry over to FY24 to implement and maintain the new plan including consideration of any cost of labor or merit increases.
2. **Option 2: Implement Retroactively to July 11, 2022.** The Town has approximately \$747,000 remaining in one-time funds to implement the Class and Comp Study for the full fiscal year. The cost to implement as of July 11, 2022 is approximately \$805,000. This retroactive application would need approximately \$58,000 in additional funding. This option was mentioned to staff by the previous Town Manager. This retroactive implementation would require approximately 32 hours in additional time spent in the Finance and Personnel Department. This option would provide a lump sum 'catch up' amount to employees to kick start our new pay plan that is founded on market equity and would offset the inflation and labor pressure we are feeling in the community.

Issues to consider with this implementation option include the additional funds necessary beyond those set aside in the FY23 budget as well as maintaining the newly increased salaries and benefits in future years without adequate, new recurring revenue to support to support increased wages. The Town Council could choose to support the wage increase at this time and direct staff to present options to fund new salaries in the FY24 budget.

3. **Option 3: Bring all employees to the minimum in their salary range as of January 9, 2023 and implement option B on July 10, 2023 (start date for first pay period in FY24) with no further cost of labor or merit adjustment on July 10, 2023.** This would cost approximately \$157,000 to implement minimums for the remainder of FY2023. This would leave approximately \$590,000 remaining to carry over to FY24 to fund the implementation of Option B. Selection of this option would place the Town in a 'lag/lag' position as we would be beginning FY24 already behind the cost of labor.

Key Policy Question: Does Council support the selection of Option 1 as recommended by staff as the implementation approach for the new Town Pay Plan?

Benefit Review: Another component of the study is the benefit review (attached to this staff report). The Town of Jackson provides high quality benefits. Municipal government benefit plans are often richer than private sector benefit plans as a tradeoff for less competitive salaries. Staff is not recommending any changes to the benefit plan at this time, other than

to highlight that continued review of our benefits as an important part of our total compensation package. In addition, the Town of Jackson provides housing assistance to newly hired Police Officers and lower-than-market rents to many employees while most governmental entities do not. The study provides comparative information on housing from the market. Staff is not recommending any changes to housing assistance at this time, but this area of benefits will need to be reviewed in the future.

In particular, the Town of Jackson prioritizes high-quality healthcare benefits for employees and families, significant investment in employee retirement through direct contributions (Town contributes an additional \$510,000 to replace increased contribution requirements for employees) and optional retirement matching funds, creative and significant leave policies, and supplemental income through shift differentials, stipends, bonuses and temporary housing support (detailed document attached defining these supplemental income areas).

Key Policy Question: Does Council support staff's recommendation to not make any changes to the benefits at this time?

Possible Alternatives.

The Town Council could provide direction at this meeting for implementation of the results of the Classification and Compensation study as presented or they may choose to delay a decision until the next available meeting or set a special meeting.

Comprehensive Plan & Priority Alignment.

The ability of the Town of Jackson to implement and take actions in alignment with the Comprehensive Plan depends on the ability to recruit and retain an effective workforce. Adopting the recommendations for the Classification and Compensation Study and a pay philosophy is in alignment with Common Value #3, Quality of Life and directly relates to Section 8, Quality Community Service Provision.

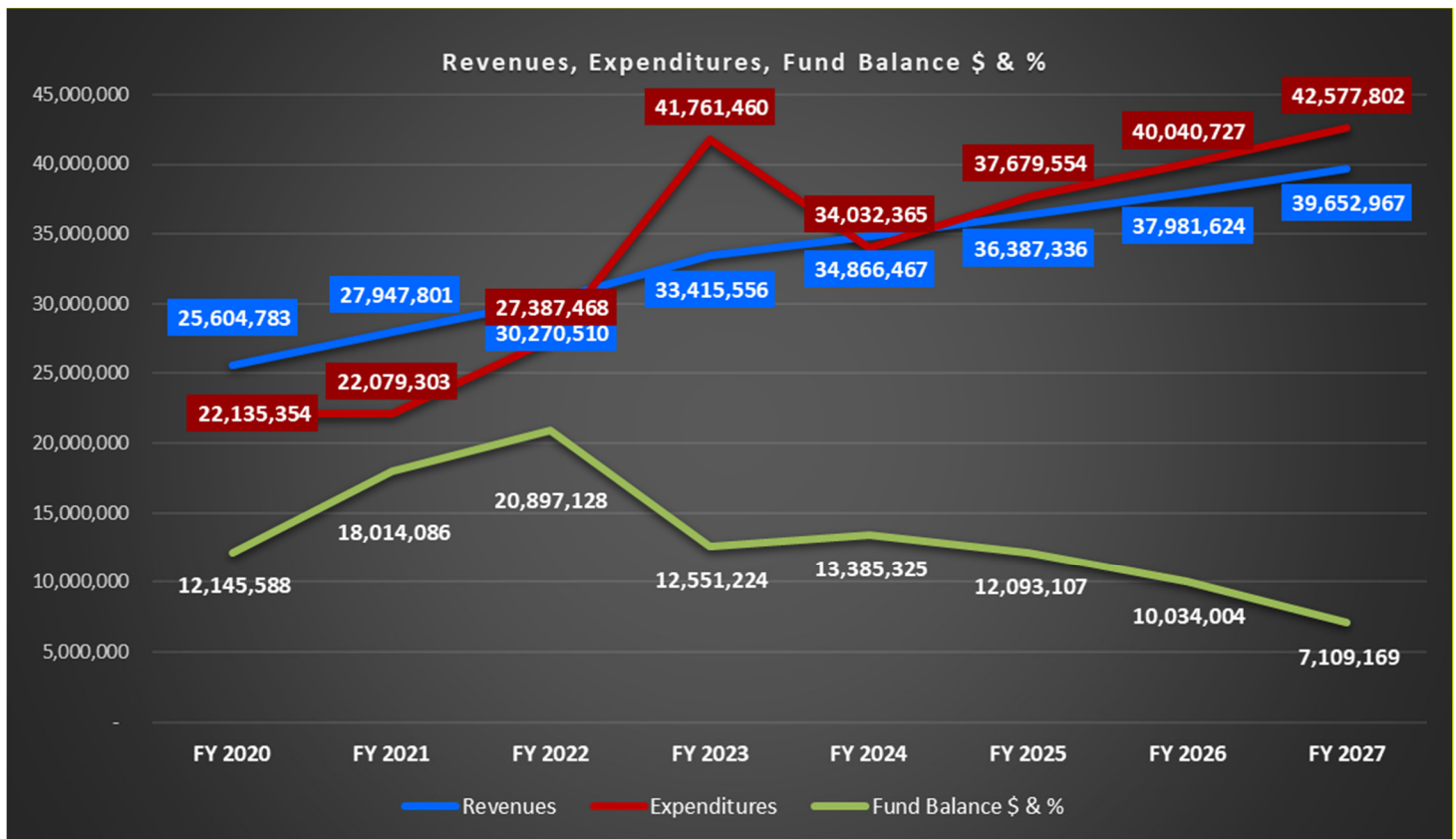
Fiscal Impact.

The fiscal impact of each option is listed above. In terms of implementation, the Town Manager originally recommended setting aside \$1.5M in the FY23 budget to implement the study along with a 3% salary increase for all employees. Council chose to increase the wage adjustment from 3% to 6% and include a \$200 bonus for all employees as part of the FY23 adopted budget and thus reduce the funds set aside to implement the study to \$1,136,000. In addition, Council approved an additional 3% wage adjustment for all employees in August after the adoption of the FY23 budget leaving \$747,000 for implementation of the study at this time. The additional 3% adjustment in August was to begin implementation of the Compensation Study recognizing that the study would not be completed for some time and employees were experiencing the effects of increased inflation, cost of living, and a competitive job market.

Staff finds it important to note that the funds set aside in the FY23 budget to implement the study are one-time funds and not recurring. Said another way, with the approval of staff's recommendation, the Town will be adding approximately \$792,000 in new recurring expenditures without material new/offsetting revenue. As a result, in future budget years the Town will need to prioritize the budget considering the right balance of reductions in expenditures including levels of service, capital projects and/or staffing levels or increases in revenues in order to balance future budgets.

The below chart from the adopted FY23 budget shows that Town expenditures are exceeding revenues, balanced by utilizing the reserve fund. The use of reserve fund balance to offset the deficit of expenditures to revenues is not sustainable over the long term based upon future projected revenue collections and expenditures. Staff notes that by adding \$792,000 in new expenditures the fund balance deficit will further increase in an unsustainable manner. Staff is recommending the increased ongoing expenditures proposed with implementation of this study to reset the Town pay

plan to the market while noting that Council will need to continue to work to address the structural budget challenges to balance the Town budget in the future.



Staff Impact.

The staff impact of providing direction on implementation of the Classification and Compensation Study is positive in that it communicates the Council's support of staff through wage adjustments. At the October 17 Town Council meeting, staff estimated that it had already spent a total combined amount of time of 300 hours on the Classification and Compensation Study. To date, that number has increased to an estimated 460 hours combined. Significant time has been spent by Administration, Personnel, and Finance with additional hours spent by all directors and staff on the education piece. Additional time yet to be spent is estimated at approximately 100 hours.

Attachments or Links.

Concepts and Issues in Classification and Compensation
Benefit Survey Results
Shift Differentials, Stipends, Bonus and Housing

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

I move to:

1. Approve the pay philosophy as presented and direct staff to draft a pay philosophy resolution for consideration by Council;
2. Approve the pay plan as proposed that includes 3 separate open range Title and Grade structures;
3. Approve an employee advancement program;
4. Approve the placement of employees at the new minimum in their salary range (or their current salary if already over the minimum) plus 1% for each year in their position;

5. Direct staff to implement the pay plan as proposed on January 9, 2022;
6. Direct staff to not make any changes to the benefits and housing program at this time; and
7. Direct staff to present a strategy for ongoing funding of the new pay plan with the FY24 budget.

Classification and Compensation Study Concepts and Issues

Additional background information for upcoming presentations

Advancement Program or Career Ladder: A program that provides a progression opportunity for an employee to move up to a higher level position based on time in service, merit, and mastery of skills.

Benchmark Position: A job that is commonly found in the workforce and is likely to match with similar positions in other organizations (examples: Police Officer, Associate Planner, Equipment Operator). The study yielded market values for 89.9% of the Town's positions.

Bonus: Lump sum amounts provided that do not impact an employee's base wage.

Compa Ratio: The position of an employee's wage in relation to the midpoint in the range.

Compression: Occurs when incumbents in the same position are paid the same or close to the same rate of pay regardless of years in position, level of mastery of skills.

Cost of Labor: Cost of labor by location reflects how much wages are by locality, and factors in supply and demand of talent, as well as cost of living in different localities.

Cost of Labor Increase: A wage increase of a fixed percentage that also increases the minimum, midpoint, and maximum in the grade or salary range.

Data Adjustments: Adjustments are made to market data to provide apples to apples comparisons such as work week, and cost of labor differences. The peer organization data is adjusted to align with Jackson's cost of labor.

Data Collection: Project planning meetings, data collection, position analysis questionnaires (PAQs) completed by employees and reviewed by supervisors.

Exempt Employee: An employee that is classified as exempt from overtime requirements pursuant to the Fair Labor Standards Act (FLSA) and is considered a salaried position.

Grade: The numerical assignment of a salary range for either individual or grouped positions.

Lead/Lag Approach: The Town Council approved a lead/lag approach where by the ranges proposed are 5% above the market midpoint at the start of the fiscal year and would be expected to be slightly below the market midpoint at the end of the fiscal year.

Market Assessment: Collection of base pay and benefits information from peer organizations. Data was collected from 20 public peer organizations as well as data from 3 published surveys and 2 private sector organizations.

Merit Increase: A wage increase that moves an employee's wage higher in the grade or salary range without a shift in the minimum, midpoint, or maximum in the salary range.

Minimum, Midpoint and Maximum: The minimum in a salary range, the midpoint between the minimum and maximum in a salary range, and the maximum in a salary range.

Non-Exempt Employee: An employee that is classified as non-exempt from overtime and therefore eligible for time and one half their regular rate of pay for hours worked in excess of 40 hours for a week.

Open Range: A grade or salary range that does not include fixed steps within the range allowing for greater flexibility for merit increases.

Pay Philosophy: A well-articulated pay philosophy establishes the guiding principles that underlie compensation management and where an organization wants to be relative to their market. The philosophy statement communicates a good deal about an organization's values, culture, and views related to how people are valued. It helps inform all parties-at-interest as to the principles that guide an organization's compensation administration. It is an important part of both are employer brand and the value proposition.

Pay Plan Development: Pay plan development, grade assignments, and implementation calculations. The Town chose an approach that contains 3 separate Title and Grade Structures that will comprise the full 'Pay Plan' for the Town of Jackson. These 3 charts may also be referred to as 'pay plans.'

Peer Organizations: Public peer organizations that are similar in size (revenue, population, or number of employees), services provided, geographic proximity, industry, competition for talent.

Position Analysis Questionnaire (PAQ): A questionnaire that is completed that identifies the duties, level of responsibility, complexity, purpose, and function of a position.

Position Review: Employees completed PAQs, Supervisors provided input on PAQs, reviewed by Baker Tilly, SAFE job evaluation conducted.

Private Sector: Non governmental entities with similar positions in their organization performing similar types of work as governmental positions.

Project Completion: Final report, communication meetings, project documentation delivery. Training to HR staff to administer the new classification and compensation system – including the SAFE job evaluation process.

Public Safety Employee: An employee that is a sworn peace officer and is not an executive (Lieutenant or Chief) in the Police Department.

Quality Control: Market data is not weighted, no peer's data is given preference over another. 3 matches were required per benchmark position to be considered. A 75% overlap in duties/responsibilities is considered a "good" match.

Range Spread: The percentage difference between the minimum and maximum in a salary range.

SAFE Job Evaluation: Baker Tilly's point factor job evaluation tool developed specifically for measuring local government jobs to determine internal values. The Systematic Analysis and Factor Evaluation (SAFE) evaluation tool includes (9) compensable factors: Education, Experience, Level of Work, Independence of Actions, Impact on End Results, Human Interaction, Working Conditions, Physical Demands, and Supervision Exercised. A point factor evaluation, such as SAFE allows for a consistent, equitable and defensible means of establishing a hierarchy of jobs (internal equity), is compliant with the Equal Pay Act and provides a tool for placement of newly created positions in the organization. The job evaluation is a measurement of the position, not the person in the position. The factors are totaled to come up with a total score for the position.

Shift Differential: Additional wages added to a base wage for specific purposes. For example, a position may be eligible for a shift differential of an additional \$1.50/hour.

Stipend: Lump sum amounts provided on a monthly basis to address an added skill or requirement related to residency or for carrying a cell phone to communicate during the workday.

Title: The name of a position that reflects the purpose or role of a job.

Title and Grade Structure: A spreadsheet showing all of the titles and grades for a group of employees such as all of the exempt employees.

Participating organizations include:

- Blaine County, ID
- City of Casper, WY
- City of Gillette, WY
- City of Laramie, WY
- City of Sheridan, WY
- City of South Lake Tahoe, CA
- Sublette County, WY
- City of Vail, CO
- City of Vernal, UT
- State of Wyoming, WY

Pay Plan Design

Organizations using an adopted pay plan

<u>Number of Responses</u>	
6	Five (5) responding organizations use an adopted pay plan.
Jackson uses an adopted pay plan.	

Organizations using single or multiple pay plans

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
6	Single (2)	Multiple (4)
Jackson uses a single pay plan.		

Type of system for the pay plan

<u>Number of Responses</u>	<u>Responses</u>
6	Grade and Step (2), Grades, No Steps (min and max only) (3); Other (please explain) (1).
Jackson has grades, no steps.	

Open Plans (Grades, no steps)

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
# Grades	5	12	31	22.20
% Between Grades	4	5.0%	11.0%	7.8%
Jackson has 31 grades, % between grades, 2.5% - 5%.				

Step Plans (Grade + Steps)

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
# Steps / grade	4	3	14	6.75
% Between Steps	4	3.0%	6%	4.75%

Pay Plan and Benefits practices

Peer organizations identified for the market study were also asked to provide information related to their pay plan and fringe benefits.

Peer Pay Plan Design

Five (5) peers have adopted a formal pay plan.

Four (4) have multiple pay plans.

Two (2) use a grade and step plan, three (3) use Grades, No Steps (min and max only) and one (1) Other (please explain) uses steps only system.

For open plans, on average, peers have about 22 grades in their pay plans.

On average, the percent difference between pay grades is 7.8%.

For step plans, on average, peers have about 6.75 steps for each grade. One (1) peer stated that they only have a step only system.

On average, the percent difference between steps is 4.75%.

How pay increases are administered

<u>Number of Responses</u>	<u>Responses</u>
6	Annual wage or step increases (automatic) (2), Budget process or financial ability (3), Other (please explain) (1)
Jackson is budget process or financial ability.	

Pay increases

One (1) reporting peer administers pay increases for Sworn Police and Fire on their anniversary.

Organization-wide average pay increase (%)

One (1) peer reported to provide average pay increase % for all fiscal years FY2020 thru FY2023. One (1) peer reported to offer a 0% average pay increase for all fiscal years FY2020 thru FY2023. Six (6) peers reported to offer a 0% average pay increase for FY2020, three (3) peers reported to offer a 0% average pay increase for FY2021, two (2) peers reported to offer a 0% average pay increase for FY2022 and One (1) peer reported planning to offer a 0% average pay increase for FY2023.

Organization-wide average pay increase (%)

<u>Fiscal Year</u>	<u>Number of Responses</u>	<u>Most Reported</u>	<u>Average Reported</u>
2020	8	3%	0.6%
2021	8	4%	1.5%
2022	8	9%	4.1%
2023	4	5%	2.8%
Jackson 2023 2.5% merit + 6.5% range increase, 2022 2.5% merit + .5% range increase, 2021 2.5% merit, 2020 .5% merit and 2.5% range increase.			

Cost of Living Adjustment (COLA) (%) - Insufficient responses

How organizations provide one-time, lump-sum payments in addition to annual COLA increase?

<u>Number of Responses</u>	<u>Responses</u>
7	Budget process or financial ability (1), Annual internal review / adjustment (2), Collective bargaining agreement (1), Other (please explain) (3)
Jackson is budget process or financial ability.	

Organizations one-time, Lump-sum payments to additional COLA increase

One (1) reporting peer considers a bonus to hold until a salary study is done.

How organizations adjust pay structure

<u>Number of Responses</u>	<u>Responses</u>
10	Budget process or financial ability (3), Annual internal review / adjustment (2), Compensation Study (3), Other (please explain) (2)
Jackson is budget process or financial ability.	

How organizations adjust pay structure

Two (2) peers reported that they consider other considerations they use to adjust their pay structures. One (1) considered having a mix of CBA, budget rehire and pay studies while one (1) peer considers using market studies.

Frequency organizations adjust their pay structure

<u>Number of Responses</u>	<u>Responses</u>
10	Annually (4), Every 2 years (1), Sporadically (5),
Jackson is sporadically.	

Organizations providing longevity pay

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	Yes (2)	No (7)
<i>Jackson is no.</i>		

Pay Practices

Organizations providing either call-back or standby (on-call) pay

<u>Number of Responses</u>	<u>Responses</u>
8	Standby (0), Call-back (3), Both (5), No (0)
<i>Jackson is both.</i>	

How are employees paid when called back to work (Call-back pay)

<u>Number of Responses</u>	<u>Holidays</u>
10	Overtime rate (1.5x straight time) (3), Double time (2x straight time) (2), Other (please explain) (5)
<i>Jackson is 2 hours at double pay, then straight or overtime depending on hours already worked during the week. Work on Holidays EXCEPT for 2 hours at double pay can be cashed in for equivalent number of PTO hours to receive double wages for hours worked on a holiday.</i>	

<u>Number of Responses</u>	<u>Saturdays</u>
10	Straight time (1), Overtime rate (1.5x straight time) (4), Other (please explain) (5)
<i>Jackson is 2 hours at double pay, then straight or overtime depending on hours worked already during the week.</i>	

<u>Number of Responses</u>	<u>Sundays</u>
9	Straight time (1), Overtime rate (1.5x straight time) (4), Other (please explain) (4)
<i>Jackson is 2 hours at double pay, then straight or overtime depending on hours worked already during the week.</i>	

Call-back Pay

Holiday: Five (5) peers responded to provide other options for paying employees when on call-back pay. One (1) peer reported to offer time and a half (1.5x) straight time for holidays, one (1) peer offers on call-back pay if the employee is called out while on call, they would receive 2 hours on-call pay at their regular pay rate and their regular pay for each hour actually worked as a result of the call out, one (1) peer offers 3 hours pay for call-back pay, one (1) peer offers straight time unless hours are over 40 hours and one (1) peer offers a minimum of 2 hours at the regular rate of pay for overtime purposes only and only actual hours worked during call-back period are used.

Saturdays/Sundays/Regularly scheduled day off:

Four (4) peers responded to providing other options for paying employees when on call-back pay. One (1) peer offers on call-back pay if the employee is called out while on call, they would receive 2 hours on-call pay at their regular pay rate and their regular pay for each hour actually worked as a result of the call out, one (1) peer offers 3 hours pay for call-back pay, one (1) peer offers straight time unless hours are over 40 hours, and one (1) peer offers a minimum of 2 hours at the regular rate of pay for overtime purposes only and only actual hours worked during call-back period are used.

Regularly scheduled leave day:

One (1) peer responded to not having an employee on call if they had scheduled time off.

<u>Number of Responses</u>	<u>Regularly scheduled day off</u>
10	Straight time (2), Overtime rate (1.5x straight time) (3), Other (please explain) (5)
<i>Jackson is 2 hours at double pay, then straight or overtime depending on hours worked already during the week.</i>	

<u>Number of Responses</u>	<u>Regularly scheduled leave day</u>
9	Overtime rate (1.5x straight time) (4), Other (please explain) (5)
<i>Jackson is 2 hours at double pay, then straight or overtime depending on hours worked already during the week.</i>	

<u>Number of Responses</u>	<u>If Other, please explain – (6)</u>
6	

How are employees paid when on-call (On-call or standby pay)

<u>Number of Responses</u>	<u>Holidays</u>
7	Other (please explain) (7)
<i>Jackson pays standby at FLSA minimum wage.</i>	

<u>Number of Responses</u>	<u>Saturdays</u>
7	Other (please explain) (7)
<i>Jackson pays standby at FLSA minimum wage.</i>	

<u>Number of Responses</u>	<u>Sundays</u>
7	Other (please explain) (7)
<i>Jackson pays standby at FLSA minimum wage.</i>	

On-call / Standby Pay

Seven (7) peers provide other options for paying employees when on-call (on-call or standby pay).

One (1) peer responded that on-call employees receive 1 hour of standby pay (base rate of pay) if holiday paid 1 additional hour (base rate of pay). One (1) peer stated that Holiday on-call pay is compensated three (3) hours of pay at their regular pay rate for each twenty-four-hour period they are on-call. For regular on-call days, they are compensated two (2) hours of pay at their regular pay rate for each twenty-four-hour period they are on-call. Another peer outlined payout is \$2/hour to carry pager. One (1) peer responded that employees are paid \$2.00 hourly to carry the on-call phone, if they are called out, they are compensated for their time at a regular hourly rate (unless it puts them into overtime).

One (1) peer stated that employees would receive on-call pay in the amount of 23% (less required taxes/withholdings) of the employee's base overtime rate (1.5 x base hourly rate) for each on-call weekend. One (1) peer offers 4 hours on-call/standby pay for Saturday or Sunday and one (1) peer stated to offer \$1.00 per hour whenever the employee is on-call/standby.

<u>Number of Responses</u>	<u>Regularly scheduled day off</u>
7	Other (please explain) (7)
Jackson pays standby at FLSA minimum wage.	

<u>Number of Responses</u>	<u>If Other, please explain:</u>
7	Other (please explain) (7)

Minimum % increase with promotions

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	No (2)	Yes (7)
Jackson is yes, 5% minimum.		

Vacancy requirement prior to promotion

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	No (4)	Yes (5)
Jackson is no for some in advancement program, yes for non-advancement program.		

Minimum % increase with reclass to higher grade

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	No (3)	Yes (6)
Jackson is yes, 5% minimum.		

Employees negotiate salary upon promotion

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	No (2)	Yes (5)
Jackson is yes.		

Two (2) peers responded to "Other (please explain)"

Employees Negotiate salary upon promotion:

Two (2) peers responded "other". One (1) peer stated that employees can negotiate salary depending on the type of promotion and functional area. One (1) peer allows employees negotiate salary upon promotion only if the position requires an employment contract with the City Manager.

Are promotions or pay increases automatic upon achievement of specified milestone?

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	No (2)	Yes (4)
	Three (3) "Other"	
Jackson is no; advancement is based on time in service, merit, and mastery of skills.		

New hires allowed to receive pay rate above the starting minimum for their position

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
10	No (0)	Yes (9)
	Years of related experience (1), Additional experience OR education (2), Additional experience AND education (2) Management Discretion (3), Other please explain (2)	
	Jackson is additional experience and education and management discretion.	

New hires allowed to negotiate paid time off accrual

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
10	Yes (4)	No (6)
<i>Jackson is no.</i>		

New Hires allowed to receive pay rate above starting minimum:

Two (2) peers responded "other". One (1) peer stated that new hires receive pay rate above the starting minimum depending on HR review, internal equity, education, and experience. One (1) peer determines if a new hire receives a pay rate above the starting minimum for their position by Years of related experience, Additional experience OR education, Additional experience AND education and management discretion. Three (3) of the nine (9) peers that stated "yes" to new hires are allowed to receive pay rate above the starting minimum for their position, One (1) peer stated that they have an informal guide of 50% validity of other experience, one (1) peer stated that they also based the pay rate on market, and one (1) peer added that they provide pay rate above the starting minimum based on Experience, Education, Budget and Internal equity.

Employees "Maxed" at their current pay grade

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
10	Yes (5)	No (5)
<i>Jackson provides a lump sum benefit in lieu of base salary increase for those employees "maxed."</i>		

Time off

Vacation / Sick, Paid Time-Off (PTO) or other

<u>Number of Responses</u>	<u>Responses</u>
8	Vacation - Sick (8), Paid Time Off (PTO) (0)
<i>Jackson utilizes a PTO time off model.</i>	

Organizations providing different Vacation/PTO accrual rates for exempt vs. non-exempt employees

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
8	Yes (2)	No (6)
<i>Jackson does not have a different rate but does offer higher base rate for high level executives in the organization. Base PTO increases after 5 years.</i>		

Employee "Maxed" at their current pay grade:

Five (5) peers responded "yes" to providing a "Lump sum benefit" in lieu of a salary increase. One (1) peer reported that the lump sum is a one-time payment of the percentage increase, one (1) peer reported that they offered a stipend percentage, one (1) peer determines what wage would be for the rest of the year, one (1) peer reported providing a lump sum of money in the years it's not capped, and one (1) peer provided a lump sum benefit if the legislature grants base pay increases for those that are at a maximum only if their pay grade is eligible for a one-time bonus.

Vacation days by years of service (6 responses)

PTO for Jackson includes vacation, sick, and holiday hours	City of Jackson, WY	Least Reported	Most Reported	Average of Vacation
Years of Service				
0 to 1 year	14	11	22	14
1 year	14	11	22	14
2 years	14	11	22	14
3 years	14	11	22	14
4 years	14	11	22	15
5 years	21	11	22	15
6 years	22.25	15	22	17
7 years	22.25	15	22	17
8 years	22.25	15	22	17
9 years	22.25	15	22	17
10 years	23.5	15	27	19
11 years	23.5	18	27	21
12 years	23.5	18	27	21
13 years	23.5	18	27	21
14 years	23.5	18	27	21
15 years	26	18	27	23
16 years	26	18	27	23
17 years	26	18	27	23
18 years	26	18	27	23
19 years	26	18	27	23
20 years	26	18	27	24
21 years	26	18	32	25
22 years	26	18	32	25
23 years	26	18	32	25
24 years	26	18	32	25
25 years	26	18	32	25
25+ years	26	18	32	25

City of Jackson, WY

Jackson has a vacation leave / sick leave / holiday leave mode. All other responding peers do not have this PTO model.

The vacation only leave ranges from 14 days to 25 days, based on a years-of-service scale.

Maximum accrual of Vacation or PTO days

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
9	20	32.01	28.50
<i>Jackson has maximum accrual of 26 days.</i>			

Organizations allowing vacation / PTO carryover

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	No (0)	Yes (9)
<i>Jackson does not allow PTO days to be carried over from year to year.</i>		

Number of carryover days allowed

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
8	30	40	32.50
<i>Jackson does not allow PTO days to be carried over from year to year.</i>			

Organizations allowing cash-out of unused vacation / PTO days

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	Yes (9)	No (0)
<i>Jackson allows for a maximum cash-out of 40 hours at the end of the fiscal year.</i>		

Number of cash out days allowed

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Year End	5	0	30
Termination	9	0	30
Retirement	8	20	30
<i>Jackson allows for 40 hours (5 days) to be cashed out at the end of the year. If over 40 hours are remaining, that time is forfeited.</i>			

Vacation/PTO “Frontloaded” annually

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	Yes (0)	No (9)
<i>Jackson utilizes a PTO “frontloading” model vs. an accrual model. Jackson places all PTO hours for the upcoming year in an employee’s bank on July 1 of each year.</i>		

Vacation accrual & carryover

Nine (9) peers allow between 20 and 32.01 maximum accrued vacation days.

Unlike **Jackson**, nine (9) peers allow employees to carryover unused vacation days. Though **Jackson** does not allow PTO days to be carried over, they do allow the option of cash-out at the end of the fiscal year.

Peers who allow unused vacation days to be cashed out have a variety of policies. Five (5) peers allow employees to cash out their balance of vacation/PTO days at the end of the year, nine (9) peers allow employees to cash out their balance of vacation/PTO days upon termination; 8) peers allow employees to cash out their balance of vacation/PTO days upon retirement.

Of the Nine (9) peers that allow employees to carry over unused vacation/PTO days, Two (2) peers stated to have unlimited amount of days that can be carried over, one (1) peer stated that in addition to allowing 30 days to carry over they do allow EEs with 15 years to carryover 40 days and one (1) peer in addition to 30 days allowance, they also allow 42 days after 14-19 years of service and 48 days after 19+ years of service.

Sick days provided per year

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
9	0	12	10.00
<i>Jackson utilizes a PTO model. Therefore, 40 hours of sick time are factored into that PTO model and are not carved out specifically as "sick time."</i>			

Maximum sick day accrual

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
9	12	120	61.67
<i>Three (3) organizations have unlimited sick days accrual</i>			
<i>Jackson utilizes a PTO model. Therefore, 40 hours of sick time are factored into that PTO model and are not carved out specifically as "sick time."</i>			

Organizations allowing carryover of unused sick days

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	No (0)	Yes (9)
<i>Jackson does not allow PTO days to be carried over from year to year.</i>		

In comparison to **Jackson**, nine (9) peers allow employees to annually carryover unused sick days while Jackson does not allow carryover of unused sick days. The peer market average is about 83 days, which is significantly higher than **Jackson's** no annual carryover. Since Jackson uses a PTO model, the PTO policy covers all time off.

Number of unused carryover sick days allowed

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
9	62.5	120	82.5
<i>Five (5) organizations allow unlimited carryover of sick days</i>			
<i>Jackson does not allow PTO days to be carried over from year to year.</i>			

Organizations allowing cash out of unused sick days

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	No (4)	Yes (5)
<i>Jackson allows for up to 40 hours of PTO cash out at the end of the fiscal year.</i>		

Two (2) peers who allow cash out of unused sick days only allow cash out upon retirement based on years of service and up to 50% of up to 960 hours. One (1) peer stated that employees can cash out unused sick days upon termination after all accrued after 10 years.

Two (2) of those nine (9) peers offer unlimited number of days employees can receive from sick leave donations.

Organizations offering sick bank

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	Yes (2)	No (7)

Organizations allowing employees to donate sick leave

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	No (0)	Yes (9)
<i>Organizations allowing sick leave donation have varying policies regarding allowed number of days to be donated/received</i>		
<i>Jackson allows for employees to donate PTO through the "Gifted PTO" program.</i>		

Maximum number of days employees can give to other employees

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
8	1	84	21
<i>Two (2) organizations have an unlimited amount employees can give, and one (1) organization allows donation of vacation time, not sick time</i>			
<i>Jackson allows for donations up to what FMLA time is available to the employee in need. However, time must be donated in one-hour increments.</i>			

Maximum number of days employees can receive from sick leave donations

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
8	48	120	78
<i>The number an employee receives is based on the amount of PTO remaining in personal bank. However, overall, amount is capped at 12 weeks, or 60 days.</i>			

Number of paid holidays per year

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
9	9	13	10.44
<i>Jackson provides eleven holidays each calendar year. However, these holiday hours are built into the employees PTO bank.</i>			

Organizations providing personal or floating holidays

<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
9	Yes (3)	No (6)
<i>Jackson does not provide floating holidays.</i>		

Holidays

Nine (9) peers' average number of paid holidays is 10.44 annually. Nine (9) peers also offer from 9 to 13 paid holidays per year.

Jackson provides Eleven (11) holidays each calendar year. These eleven (11) holidays are built into the PTO bank.

Floating Holidays:

Three (3) peers stated to offer one floating holiday.

Health Benefits

Preferred Provider Organization (PPO)

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Employee-only monthly premium	7	\$695.00	\$1,147.38	\$882.12
% Paid by employer	7	80%	100%	87.3%
Employee + family monthly premium	7	\$2,062.00	\$2,596.00	\$2,325.95
% Paid by employer	7	68%	88%	81%
<i>Jackson does not offer a PPO Health option.</i>				

Health Maintenance Organization (HMO) – no responses

High Deductible Health Plan (HDHP)

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Employee-only monthly premium	7	\$50.00	\$1,147.38	\$640.18
% Paid by employer	6	80%	100%	91.0%
Employee + family monthly premium	7	\$100.00	\$2,596.25	\$1,636.01
% Paid by employer	6	80%	100%	90.8%
<i>Jackson pays for 100% of all premiums, no matter the coverage level. Premium costs paid by Jackson are \$1,042 for single coverage, and \$2,689 for family per month.</i>				

Participation policies

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations requiring 100% participation of all regular full-time employees	8	Yes (2)	No (6)
Organizations providing compensation to employees not participating	8	Yes (2)	No (6)
<i>Jackson does not offer compensation for those employees “opting-out” of health care coverage. Jackson follows Affordable Care Act laws regarding offering of health care coverage.</i>			

Health Benefits

Seven (7) peers responded to having PPO plans. and two (2) peers responded to having HD health plans.

PPO:

The peer average monthly premium cost for employee only is \$882.12, and on average, cover 87.3% of the total monthly premium cost.

The peer average monthly premium cost for family is \$2,325.95, and on average, cover 81% of the total monthly premium cost.

HMO: no responses

HDHP:

The peer average monthly premium cost for employee only is \$640.18, and on average, cover 91.0% of the total monthly premium cost.

The peer average monthly premium cost for family is \$1,636.01, and on average, cover 90.8% of the total monthly premium cost.

Participation policies:

Two (2) peers responded yes to providing compensation to employees not participating. One (1) peer provides \$2,000 to an HRA for an individual policy and \$4,000 to an HRA for an employee+ policy and One (1) peer provides \$15 per month plus dental and life plan.

Deductible Plan Options

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations offer tiers or different plan options	8	Yes (3)	No (5)
<i>Jackson offers both single and family tiers. Jackson offers one plan option – a Health Savings Account.</i>			

Plans have Individual and Family deductions

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Organizations have individual and family deductibles	8	No (1)	Yes (7)	
Individual	5	\$375.00	\$ 2,800.00	\$ 1,595.00
Family	5	\$ 750.00	\$ 5,600.00	\$ 3,210.00
<i>Jackson's HSA plans have varying single and family deductibles. For both in-network and non-network - single (individual) deductible is \$3,000.00 and family deductible is \$6,000. This does not apply to preventative care.</i>				

Plans have Individual and Family out-of-pocket maximums

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Organizations have individual and family out-of-pocket Maximum	6	No (1)	Yes (5)	
Individual	6	\$1,000.00	\$ 5,000.00	\$ 2,715.00
Family	6	\$ 3,000.00	\$ 10,000.00	\$ 6,205.00
<i>Jackson's HSA plan has varying out-of-pocket maximums based on in-network and out-of-network. In-network out-of-pocket expenses for single are \$3,000 and \$6,000 for family. Non-network out-of-pocket expenses for single are \$5,000 for single and \$10,000 for family.</i>				

One (1) peer provides plans with different deductibles for both Family and Individual plans.

Matching Health Savings Account (HSA) Contributions

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Organizations provide matching HSA contributions	8	No (2)	Yes (6)	
How much contribution	3	\$3,000.00	\$ 3,000.00	\$3,000.00
<i>Jackson provides an HSA match for single of \$1,350 per year, and \$2,700 for family.</i>				

Mental and Behavior Health Services Health Insurance Plans

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations provide health insurance for mental & behavior health services	8	No (2)	Yes (6)
Number of allocated visits per year	<i>Insufficient responses</i>		
<i>Jackson offers several ways to access mental and behavioral health offerings. Jackson offers a formal Employee Assistant Program (EAP) as well as a program called “Healthiest You” which offers free mental and behavior health intake. Jackson also offers mental and behavior health through medical plans.</i>			

Formalized Wellness Program

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations have a formalized wellness program	8	No (3)	Yes (5)
<i>Jackson does not offer a formalized wellness program.</i>			

Formalized Wellness Program :

Four (4) peers that offer formalized programs have various programs; One (1) peer provides internal committee and regular monthly programming, one (1) peer provides Sharecare through BlueCross augmented by in-house programs, one (1) peer administers in-house formalized wellness program, and one (1) peer provides discounts on EE's monthly contributions for participation in wellness programs.

Prescription drug coverage

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations providing prescription drug coverage	8	No (0)	Yes (8)
Coverage separates from health insurance	7	Yes (0)	No (7)
<i>Jackson provides a prescription discount card. 100% is paid after deductible is met.</i>			

Insufficient responses on prescription drug premiums

Dental insurance coverage

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Organizations providing dental insurance coverage	8	No (0)	Yes (8)	
Coverage is separate from health insurance	8	No (2)	Yes (6)	
Employee-only monthly premium	7	\$22.15	\$51.58	\$39.60
% Paid by employer (excl 0%)	6	85%	100%	95.5%
Employee + family monthly premium	7	\$48.92	\$141.61	\$110.01
% Paid by employer (excl 0%)	5	33%	100%	81.2%
<i>Jackson pays 100% of dental premiums.</i>				

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Organizations providing vision insurance coverage	8	No (1)	Yes (7)	
Coverage is separate from health insurance	7	No (1)	Yes (6)	
Employee-only monthly premium	6	\$7.58	\$10.94	\$9.87
% Paid by employer (excl 0%)	6	0.0%	100%	25%
Employee + family monthly premium	6	\$24.38	\$28.35	\$26.17
% Paid by employer (excl 0%)	6	0.0%	100%	25%
<i>Jackson pays 100% of vision premiums.</i>				

Dental

Six (6) peers provide dental insurance that is separate from the health insurance plans.

The peer average monthly premium cost for employee only dental insurance is \$39.60. Four (4) peers pay 100% of the monthly premium; two (2) peers pay 85 – 88% of the premium.

The peer average monthly premium cost for a family dental insurance is \$110.01. Two (2) peers do not pay a portion of the monthly premium; five (5) pay 33 – 88% of the premium, and two (2) peers pay 100% of the monthly premium.

Vision

Six (6) peers provide vision insurance that is separate from the health insurance plans.

The peer average monthly premium cost for employee only vision insurance is \$9.87. Six (6) of the peers contribute to the premium costs, one (1) peer pays 100% of the monthly premium.

The peer average monthly premium cost for family vision insurance is \$26.17 and Six (6) of the peers contribute to the premium costs, one (1) peer pays 100% of the monthly premium.

Other Health Benefits

Life Insurance

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations providing life insurance	8	No (0)	Yes (8)
Life insurance benefit respective to employee annual salary	6	1x salary (1), 2x salary (1) Other (please explain) (4)	
Jackson provides life insurance to all qualifying employees.			

Eight (8) peers provide their employees with life insurance.

Six (6) of the reporting peers base the life insurance benefit off the employee's annual salary, which ranges from 1x – 2x the employee annual salary, while three (3) peers base the benefit off various reasons. One (1) peer provides benefits based on the employee's age and coverage option, one (1) peer sets amount for employee, spouse, and children and one (1) peer offers \$50,000 for life insurance.

Maximum payout for life insurance

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Organizations maximums pay out for life insurance	8	\$20,000.00	\$150,000.00	\$63,571.43
Total monthly cost for basic life insurance	3	\$0.0652	\$ 8.98	\$ 5.02
% Premium employer paid	6	100%	100%	\$ 6,205.00
<i>Jackson pays 100% of life insurance premiums for a \$35,000 policy to age 65 for qualifying employees. 100% of premiums for a \$60,000 policy are paid by Jackson for sworn law enforcement employees</i>				

Accidental Death and Dismemberment (AD&D)

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Organizations provide accidental death and dismemberment (AD&D) insurance	8	No (2)	Yes (6)	
% Employer Paid	7	0.0%	100%	71.43%
<i>As part of the life insurance policy paid for by Jackson (100% of premium) AD&D pays an additional \$25,000</i>				

Accidental Death and Dismemberment (AD&D):

Five (5) peers provide 100% employer paid accidental death and dismemberment (AD&D) insurance. One (1) peer includes the AD&D insurance as part of life insurance.

Short-Term & Long-Term Disability Insurance

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Organizations providing short-term disability insurance	8	No (3)	Yes (5)	
% Employee base pay	4	60%	67%	64.7%
% Paid by employer	3	0%	100%	33.3%
Organizations providing Long-term disability insurance	8	No (2)	Yes (6)	
% Employee base pay	5	40%	67%	60%
% Paid by employer (excl 0%)	6	40%	100%	90%
100% of both Short-Term and Long-Term Disability Insurance premiums are paid by Jackson for qualifying employees.				

Short-Term & Long-Term Disability Insurance:

One (1) peer pays 100% of the short-term disability and one (1) peer pays up to \$600 per week depending on the employee base pay. Five (5) peers pay 100% of the long-term disability.

Parental leave

Parental Leave :

Insufficient responses on separate FMLA & STD, Maternity leave, Paternity leave and Adoption or foster Leave.

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Do you provide paid parental leave?	8	Yes (2)	No (6)
<i>Jackson provides 80 hours of dependent care each fiscal year that can be used to care for a newborn. All paid leave runs concurrently with unpaid FMLA including short-term disability insurance, PTO and dependent care leave.</i>			

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Do you provide paid parental leave?	8	Yes (2)	No (6)	
Separate from FMLA and short-term disability	3	Yes (1)	No (2)	
% Salary provided during maternity leave	3	0%	100%	66.7%
% Salary provided during Paternity leave	3	100%	100%	100%
% Salary provided during Paternity leave	3	100%	100%	100%

FMLA

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Offer Family Medical Leave Act (FMLA) benefits	8	No (1)	Yes (7)
Using paid vacation or sick leave concurrent to FMLA benefits	7	Required (5), Voluntary (2)	
Using short term disability concurrent to FMLA	5	Voluntary (1), Not Applicable (4)	
<i>Jackson requires the use of paid PTO concurrently with FMLA benefits to a certain level. A calculation of remaining PTO at the time of an unpaid leave is utilized to create a “floor of hours” that will not be required to be used for supplementation of unpaid leave.</i>			

Retirement

Number of Responses	Least Reported	Most Reported
9	No (1)	Yes (8)
<i>Jackson contributes to social security for all positions.</i>		

Defined Benefit Plans

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Plan Name	9	Wyoming Retirement Systems (6), Public Employees Retirement System of Idaho (1), CalPERS (1), Utah Retirement System (1)		
Employee contribution required amount (% of base salary)	9	No (2)	Yes (7)	
% Of base pay or Flat amount	8	7%	9%	9%
Maximum employer match of employee contributions	5	9%	12%	10%
Formula used to calculate Benefit	8	Flat-Benefit (3), Career-Average (5)		
Years of service eligibility	6	4	5	4.17
Employee % pay guaranteed	6	2%	100%	21.6%
Employee groups plan availability	9	All Employees (6), Other (please explain) (3)		
Jackson contributes various percentages to the Wyoming Retirement system – Public Employee Pension Plan. Employees contribute 2.55%. Per state statute Jackson is required as an employer to contribute 9.12%. However, Jackson contributes 16.07% (for 2022)				
Jackson contributes various percentages to the Wyoming Retirement system – Law Enforcement Pension Plan. Employees contribute 5.95%. Per state statute Jackson is required as an employer to contribute 8.6%. However, Jackson contributes 11.25% (for 2022)				

- Two (2) peers have various percentages of base pay for sworn police and fire.
- One (1) peer matched sworn police contribution at 8.6% and 17.23% respectively for fire.
- One (1) peer guaranteed employee pay in Tiers. Tier 1 entitled employee to 2.125% of the highest average salary of the first 15 years of service, plus 2.25% of the highest salary average salary for each year over 15 years while Tier 2 entitled 2% of the highest average salary for each year of service.

Defined Contribution Plans – 401(k) No responses

Deferred Compensation Plans – 457

Plan Name	<u>Number of Responses</u>	1) Wyoming Retirement Systems 457 or Mission Square (3) 2) Wyoming Retirement Systems (1) 3) Valic and Mission square (1) 4) Mission Square (1) 5) City of South Lake Tahoe (1) 6) State of Idaho Deferred Compensation Plan (1) <i>Three (3) peers offer more than one deferred compensation plan to employees</i>
Maximum employee contribution	6	<i>Four (4) peers allow the annual IRS maximum</i>
Maximum employer match of employee contributions	6	<i>Four (4) peers contribute to deferred compensation plans</i>
Employee groups eligible	8	All full-time employees (1); All employees (5); Other (please explain) (2)

- Two (2) peers reported offering Other (please explain) group for employee eligibility for the deferred compensation plan. One (1) peer reported to offer the deferred compensation plan to all employees except for Fire and one (1) peer reported to offer the deferred compensation to all benefitted employees.

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Maximum employee contribution	6	\$ 800.00	\$ 20,500.00	\$ 17,216.67
Maximum employer match of employee contributions	6	\$0.00	\$ 3,500.00	\$1,166.67

Organization allows Employer contributions or match

Organizations allow employer contributions or match to more than one plan	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Other (Please explain)</u>
	7	Yes (1)	No (4)	(2)
<i>Jackson provides up to \$1,000 annual match for either Wyoming Deferred Comp or Mission Square Deferred comp (formally ICMA-RC) for all employees.</i>				

- One (1) peer offered 457 matches for 2021-2022 and 2022-2023 match for only fire. One (1) peer allowed matching for part-time employees only.

Retiree group health

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
Number of Responses	9	Yes (4)	No (5)	
% Of cost paid by employer	3	0%	0%	0%
<i>Jackson provides continuation of benefits for retirees through COBRA</i>				

Terminated participation in a pension plan last 30 years

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations terminated participation in a pension plan last 30 years	8	Yes (0)	No (8)

Other

Housing Assistance

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations offer housing assistance amount to employees	10	Yes (2)	No (8)
<i>Jackson has provided housing assistance for high level executives and Department Directors as a recruitment tool. Housing assistance for these roles varies based on negotiation.</i>			

Childcare Benefits

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations offer childcare benefits to employees	10	Yes (1)	No (9)

- One (1) peer that offers childcare has a priority waitlist and gives small discounts for programs offered at their facilities.

CDL Stipend Pay

Organizations offer CDL stipends pay to employees	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
	9	Yes (1)	No (9)
Jackson provides a signing bonus of \$2,000 paid out after one year of full time (for full time employees only). CDL stipend also provided to winter seasonal Transit Operators of \$1,000 for winter season completion.			

- One (1) peer offers one hour of CDL pay per employee.

Parking or Commuter Benefits

Organizations offer parking or commuter benefits to employees	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
	9	Yes (1)	No (9)
Jackson covers 50% of any bus pass.			

- One (1) peer offers Free regional bus pass.

Seasonal (Winter) Premium Pay

Organizations offer employees seasonal (winter) premium pay	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
	10	Yes (0)	No (10)
Variable hour transit operators receive a winter bonus of \$3,250 (maximum) based on average hours completed for the season.			

- All peers reported not to offer employees seasonal (winter) premium pay

Recruitment Bonus for Law Enforcement

Organizations offer recruitment bonus for law enforcement	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
	10	Yes (2)	No (8)
Jackson provides Sworn Police Officers with a \$15,000 signing bonus paid over 5 years.			

- One (1) peer that offers recruitment bonus for new law enforcement, provides Lateral Police Officer program pay depending on police experience, Wyoming Lateral Police Officers who meet certain criteria are offered \$ 12,500 sign-on bonus, Out of State Lateral Police officers who meet certain criteria are offered \$ 7,500 sign-on bonus, previous Wyoming Police Officers that are decertified through absence \$ 5,000 sign-on bonus and Entry-level Police Officers one-time sign-on bonus of \$ 3,000

Housing Assistance for Law Enforcement

Organizations offer Housing assistance for law enforcement	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
	9	Yes (0)	No (9)
Jackson provides Police Officers two years of housing assistance through a variety of methods including stipends for housing, or decreased rent payments in Town owned property.			

Special Skills Pay

Organizations offer employees special skills pay	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
	10	Yes (3)	No (7)
Jackson provides up to \$400/mo. for Spanish fluency.			

- One (1) peer that offers special skills pay, negotiates with the employees at the time of hire.

Standby or Call Pay

Organizations offer employees standby or call pay	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
	8	No (2)	Yes (6)
Jackson pays minimum wage is paid to winter plow drivers from 2:30 a.m. – 7:30 a.m. on Saturday and Sunday to “stand-by” in case they are called out to plow snow.			

- Two (2) peers that offer standby or call pay; One (1) peer pays base plus 1 hour and one (1) peer pays water system employees for 4 hours for working on the weekend.

Weekend Duty Work Premium Pay

Organizations offer employees weekend duty work premium pay	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
	8	Yes (1)	No (7)

- One (1) peer that offers weekend duty work premium pay, pays a 5% shift differential of base pay.

Holiday Premium Pay

Organizations offer employees holiday premium pay	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
	8	Yes (3)	No (5)

Jackson allows for the cash in of PTO hours for day of holiday or day it is observed. Should an employee work on the holiday in addition to cashing in PTO hours, this allows for a "double wage."

- Three (3) peers that offer holiday premium pay, pay 1.5x of the base salary.

College Tuition Reimbursement

Organizations offer employees College Tuition Reimbursement	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>	<u>Average Reported</u>
	9	No (2)	Yes (7)	
Amount allowed per employee	6	\$ 2,500.00	\$ 3,000.00	\$ 2,833.33

Jackson provides 75% reimbursement for tuition and books with Grade C or higher for general courses related to field of work. Jackson provides 50% reimbursement for tuition and books with Grade C or higher for courses not related to field of work.

- The average amount allowed per employee is \$ 2,833.33. Three (3) of the seven (7) peers that offer employees college tuition reimbursement, one (1) peer offers the benefit depending on the budget and supervisor approval, one (1) peer offers reimbursement for three (3) semester hours per year if the course study benefits the city and one (1) peer offers reimbursement depending on the funding agency.

Certification Stipend Pay

Organizations offer employees Certification Stipend Pay	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
	9	Yes (2)	No (7)

Jackson does not provide certification stipend pay.

- One (1) peer stated to offer certification stipend pay \$250.00-\$500.00 per certification.

4/10 Work Week

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations offer 4/10 Work Week	9	No (3)	Yes (6)
4day,10 hr. a day, work week option available for office staff	8	No (2)	Yes (6)
<i>Jackson offers a 4/10 workweek for shift workers in Police, Public Works and Transit. Jackson does not offer a 4/10 workweek for office staff.</i>			

Untraditional Municipal Office Schedule

	<u>Number of Responses</u>	<u>Least Reported</u>	<u>Most Reported</u>
Organizations offer untraditional municipal office schedule	9	Yes (2)	No (7)
Municipal offices closed to the public for one day per week	7	Yes (2)	No (5)
<i>Jackson does not offer an untraditional office schedule. Jackson does not close the offices to the public for one day per week.</i>			

Town of Jackson Shift Differentials, Stipends, Bonus, and Housing Provisions

Currently in place as of 12/19/22

Shift Differentials: Shift differentials are additional wages over someone's regular hourly wage for specific purposes. A shift differential is paid regardless of whether the employee is eligible for overtime.

- Automatic time and a half for sworn officers working the DUI enforcement grant.
 - Pursuant to the Traffic Safety Grant through WYDOT, the Town agreed that any officer working under the DUI/HVE grant would be compensated at their time and a half rate. WASCOP (the administrator of the grant) and NHTSA made it very clear that officers had to be compensated at their overtime rate.
- Airport Shift Differential of \$3.00/hour for sworn officers.
 - In 2014 Airport duty was and likely still is not as challenging as regular patrol shifts. Shift differential was agreed to in the overall expense agreement with the Jackson Hole Airport. The Airport reimburses the Town for the cost of providing the service through a contract.
 - The Airport pays a \$5/hour shift differential in addition to the regular rate to the Town of Jackson and the officer is paid a \$3/hour shift differential. The additional \$2/hr is used to cover the benefits associated with wages.
 - The Town has been providing this service to the Airport since 2009 and the shifts at the Airport are assigned as part of a regular schedule.
- Snake River Canyon/Teton Pass Shift Differential of \$1.50/hour for Transit Operators.
 - In 2017, \$1.50/hour was added for driving the canyon or pass for commuter routes to recognize the added technical competency needed to successfully and consistently navigate these roads, often in hazardous driving conditions. The shift differential was added to address morale issues raised in the Transit Department at the time.
 - When commuter routes are increased, there could be Operators that simply drive back and forth throughout the day for the entirety of their shift. Currently Operators drive to Jackson carrying commuters, drive fill in routes in valley, and then drive back to the commuter location.

Stipends: Stipends are lump sum amounts provided on a monthly basis to address an added skill or requirement related to residency or for carrying a cell phone to communicate during the workday.

- Spanish Fluency, \$12.50 up to \$400/mo stipend for Spanish speakers.
 - In 2003 the Town of Jackson began providing Spanish fluency stipends to employees at 2 separate levels based on fluency, \$200 for general fluency and a lesser amount for initial fluency. Those rates increased to \$350/mo for full fluency and \$150/mo for initial fluency in approximately 2007. In 2021, the Town switched to a testing method that allowed for varying levels of stipend based on varying levels of oral, written, or reading

fluency and utilized a professional testing service for this. The level of stipend is weighted with oral proficiency receiving ½ the total stipend and written and read receiving ¼ each. Non-Office and Non-Police employees are only eligible for the oral proficiency amount because those personnel would not have the opportunity to utilize the reading and writing skills. Examples of those positions only eligible for the oral proficiency amount are Transit Operators and Street Operators. Variable hour personnel are eligible for ½ the stipend and this has worked well for summer interns in Community Development and winter Transit Operators. Employees must recertify every two years to maintain their stipend.

The chart for Spanish Fluency is below:

Spanish Fluency Monthly Stipend Amounts								
	Full Time Personnel				Variable Hour Personnel			
	Max Available	Oral Proficiency	Written Proficiency	Reading Proficiency	Max Available	Oral Proficiency	Written Proficiency	Reading Proficiency
Advanced High	\$ 400.00	\$ 200.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 50.00	\$ 50.00
Advanced Mid	\$ 350.00	\$ 175.00	\$ 87.50	\$ 87.50	\$ 175.00	\$ 87.50	\$ 43.75	\$ 43.75
Advanced Low	\$ 300.00	\$ 150.00	\$ 75.00	\$ 75.00	\$ 150.00	\$ 75.00	\$ 37.50	\$ 37.50
Intermediate High	\$ 250.00	\$ 125.00	\$ 62.50	\$ 62.50	\$ 125.00	\$ 62.50	\$ 31.25	\$ 31.25
Intermediate Mid	\$ 200.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 25.00	\$ 25.00
Intermediate Low	\$ 150.00	\$ 75.00	\$ 37.50	\$ 37.50	\$ 75.00	\$ 37.50	\$ 18.75	\$ 18.75
Novice High	\$ 50.00	\$ 25.00	\$ 12.50	\$ 12.50	\$ 25.00	\$ 12.50	\$ 6.25	\$ 6.25
This breakdown provides recognition and value for employees that excel and not only speak, but write and read in Spanish as well.								
Non-Office or Non-Police employees are only eligible for the Oral Proficiency amount as those personnel would not have the opportunity to use reading and writing skills. Examples of these positions include but are not limited to Transit Operators, Equipment Operators, Street Operators.								
For Example: Full time employee scoring IM for Oral, AL for Written, and NH for Reading would receive \$187.50/mo.								
Spanish Fluency Stipend amounts are subject to change.								
Employees receiving stipends are required to recertify every two years in July. Newly hired employees qualifying for a stipend will be required to recertify every two years on their hire date anniversary.								

- This stipend is valuable to the Town organization in many positions including Police Officer, front desk staff, parking and animal control, business licensing, Transit, and many other positions.
- Report Stipend for Commuter Transit Operators of \$50.40/day for Star Valley and \$37.74/day for Teton Valley.
 - In 2021, the Town instituted a report stipend for Commuter Operators that are required to come to Jackson to report to work *WITHOUT* driving a commuter route. Commuter Operators are required to reside in the community from which their commuter route originates, it is a job requirement. There are instances where the Town needs a commuter operator to report to Jackson to drive in-valley routes on a day where they are not scheduled to drive a commuter route. Because they are driving their own vehicle to Jackson to work when normally they drive their commuter bus, the report stipend is meant to offset the expenses associated with reporting to the Jackson community for work when residency is REQUIRED where the route originates. The stipend is only provided when they are *scheduled* to report to Jackson for work and does not apply when an Operator voluntarily picks up an additional shift in Jackson. The

stipend is based on the federal mileage reimbursement rate and may change periodically.

- Cell Phone Stipend of \$75/month.
 - Many positions in the organization receive a cell phone stipend including variable hour positions. The purpose of the cell phone stipend is so that employees are able to utilize a cell phone to conduct Town business during the workday while away from their desk or landline or if they do not have a desk location. This is helpful for the streets crew while out plowing snow for the crew leader to send out instructions, for employees attending meetings outside their office to be able to communicate with staff in the office on information needs, for employees to be able to check work emails while away from their desk at meetings, and similar situations.
 - The Police Department moved away from cell phone stipends and instead the Town provides Town owned phones to officers for work purposes. Officers are not to use their personal cell phones for work purposes and to keep the use separate. Police Officers utilize their phones for photos related to calls for service (evidence) and to communicate while on shift. Because the phone can be 'seized' as evidence in situations, the Town owned phone works best because if the phone is locked up in evidence for any particular reason, the Town can issue a replacement phone until it is returned.
 - For Information Technology positions, the Town purchases the cell phone for the IT personnel and provides the stipend to offset the monthly expenses.
 - The cell phone is not used to create any type of on-call or standby situation while outside of working hours and that is made clear in the offer of employment to employees authorized for cell phone stipends.

Bonuses: Bonuses are provided to certain positions for recruitment and retention purposes. The amounts vary based on the position and not all positions are eligible for bonuses.

Sworn Police Officer Bonuses

- Signing Bonus of \$15,000 paid out over 5 years.
 - Since January of 2018, during a very challenging period of recruitment and retention, the Town instituted a \$3000 signing bonus to sworn Police Officers that was distributed \$1000 each year on their hiring anniversary date. On November 4, 2019 the signing bonus of \$15,000 over 5 years was instituted and approved by Council to address recruitment and retention due to a significant number of sworn officers leaving the organization and potentially transferring to nearby departments.
 - Sworn positions must average 20% of their time performing sworn officer duties. The bonus does not apply to sworn Evidence Tech, sworn Police Technology Manager and sworn Police Systems Administrator. The bonus does not apply to internal sworn promotions to another sworn position (Sergeant, Lieutenant and Chief are not eligible).
 - We chose the high value of \$15,000 and 5 years because we were having employees leave after their 2-year work commitment. The Town of Jackson's well-trained crew and values-based department was ending up as the training ground for officers to then leave us for other departments.

- Experienced Police Officers have a high value to the organization as these are positions that have the ability to pose greater liability concerns related to value judgements, greater potential for litigation and are critical in protecting the rights of others.
- Officers must sign a training reimbursement agreement with a work commitment of 2 years or bonus plus a portion of wages must be paid back.

Public Works CDL Bonus

- Signing bonus of \$2000 paid out after 1 year for full-time, year-round positions. Variable hour winter plow drivers not eligible.
 - Implemented in 2022 to address significant shortage of applicants for Public Works full time positions.
 - Employee receives \$500 after completion of 3 months of employment and \$1500 at completion of 1 year of employment.
 - Must sign a training reimbursement agreement with a work commitment of 2 years or bonus must be paid back.
 - It takes less time to master the skills for the position, litigation potential is less and the position does not involve protecting the rights of others.

Variable Hour Transit Operator Winter and Summer Bonus

- Winter Bonus of \$3250 maximum and Summer Bonus of \$300 maximum
 - This bonus amount was approved by the Town Council in 2021. Bonus is only provided to variable hour/seasonal Transit Operators, not full-time Transit Operators with full benefits.
 - Bonus is based on how many hours they average for the completed season. The table of bonus amounts for winter 22-23 is below:

Bonus Breakdown for Winter 22-23 Seasonal Variable Hour Transit Operators					
Weekly Average Driving Hours	Signing Bonus Portion	Season Bonus Portion	Safety Bonus	CDL Bonus	Total Bonus
30 hours/wk or more	\$ 500.00	\$ 1,500.00	\$ 250.00	\$ 1,000.00	\$ 3,250.00
20-29 hours/week	\$ 375.00	\$ 1,125.00	\$ 187.50	\$ 750.00	\$ 2,437.50
10-19 hours/week	\$ 250.00	\$ 750.00	\$ 125.00	\$ 500.00	\$ 1,625.00

- Summer bonus table for completion of 2022 season is below:

Season Bonus: Summer 2022	
Driving Hours	Total Bonus Amount
30 hrs/wk or more	\$ 300.00
20-29 hrs/wk	\$ 225.00
10-19 hrs/wk	\$ 150.00
less than 10 hrs/wk	\$ 75.00

Hiring/Sign On Bonus for High Level Positions

- The Town may provide one time moving expense reimbursement up to \$3000 with receipt documentation.
- The Town may provide one time sign on bonus during negotiations instead of a higher starting base pay to protect internal equity in the organization. These sign on bonuses range from \$1000 to \$3000.

Housing Assistance: Housing assistance has been provided for sworn Police Officer positions.

Police Officers

- Police Officers Receive 2 Years of Housing Assistance
 - Police Officers pay either ½ rent in a Town owned/controlled rental unit or receive a \$500/mo housing stipend.
 - \$500 stipend only applies within Teton County but not over Teton Pass. Many officers choose to reside in Star Valley or Teton Valley and are then not eligible for stipend.
 - Stipend extends for a period of 2 years from either date of hire or date of completion of Police Academy.

STAFF REPORT



Meeting Date:	March 6, 2023	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Tyler Sinclair & Tanya Anderson
Agenda Item:	Sustainable Destination Management Plan Destination Stewardship Council Member Selection	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council has been asked to appoint a member from the Town Council or staff to serve as the Town representative on the Destination Stewardship Council core group.

Requested Action.

Determine if the Town would like to participate in the Destination Stewardship Council and potentially appoint a staff or Council Member to serve as the Town representative to this group.

Recommendations.

This is a policy item for Town Council. Staff does not have a recommendation.

Background.

Beginning in the fall of 2021, the Travel and Tourism Board (TTB) began developing a Sustainable Destination Management Plan (SDMP). Interim Town Manager Tyler Sinclair participated in the 18-member steering committee that guided plan development, and Ecosystem Stewardship Administrator Tanya Anderson joined the steering committee in June of 2022. Several other staff and Town Council members participated in the numerous community stakeholder sessions. This work resulted in a 75-page plan that was recently approved by the TTB. The plan includes eight stewardship goals: education and communication, visitor flow and management, workforce recruitment and retention, community housing, transportation and mobility, climate action, marketing and reporting, and governance.

The TTB approved the formation of a Destination Stewardship Council (DSC) to serve as an interim advisory body to guide the implementation of the SDMP. Interim TTB Executive Director Christa Valentino discussed the role of the DSC at the February 6, 2023 Joint Information Meeting, inviting both the Town of Jackson and Teton County to participate. The Teton County Board of County Commissioners designated a County Commissioner, Luther Propst, as their representative. Other preliminary members of the DSC include Chip Jenkins (Grand Teton National Park), Christina White (Yellowstone National Park), Rick Howe (JH Chamber of Commerce), Mark Baron (JH Air), Erik Dombrowski and Mary Bess (JH Travel and Tourism Board), and Kevin Khung (Bridger Teton National Forest).

Analysis.

The creation of a Sustainable Destination Management Plan (SDMP) alone will not create change in our community; a team of dedicated community members representing public land managers, local government, nonprofits, and industry stakeholders is needed to have a real conversation about the tourism economy and move the actions within the SDMP forward. The team at George Washington University recommended several organizations, including the Town of Jackson, to comprise the core team of 7-10 individuals on the interim DSC to begin this process. The core team consists of people who have decision making power in the community, such as elected officials and public lands managers, with broad knowledge of several of the stewardship goals. The core team will build out the rest of the interim network of around 18 people, who will be tasked with establishing a permanent organizational structure for destination management.

The interim model has some benefits. First, it continues the momentum created by the SDMP to manage travel and tourism more sustainably. It also provides an opportunity to test out what works and what doesn't work before creating

a more permanent governance structure. The interim DSC will not be without leadership; the TTB has put out an RFP for a Destination Management Coordinator who will organize the group and provide the structure needed for success. The TTB has also put out RFPs for four additional positions, including an Executive Director, Operations Manager, Communications Manager, and Marketing Manager.

While the TTB will provide support for the DSC and implementation of the SDMP through staffing, they recognize that it is outside of their scope of work to do or fund work such as creating housing or making improvements to public transportation. For the SDMP to be a success, the TTB seeks to amplify the work that is already happening in our community, not replicate it. The plan was written with the goals of the Comprehensive Plan, the Town of Jackson's Net Zero Resolution, and other guiding documents in mind so that the work required to bring the plan to fruition will overlap with much of the work that Town and County staff already do. Having representation by the Town on the DSC will lead to a more seamless coordination between these guiding documents.

The role of the DSC is to help craft the future of tourism while mitigating the negative impacts, both of which are important to Town operations. Another purpose of the DSC is to envision a better governance structure for travel and tourism for our community. That governance structure will affect the Town and County because it is under their purview. The TTB invited the Town to participate in the DSC so that we have a voice in creating this structure.

In discussing the best fit for the position, the Travel and Tourism Board's Interim Executive Director, Christa Valentino, said someone who is not a sole decision maker, but is in a position where they understand decision making and the long-term vision of their organization would be the best fit. The representative should be able to look at the big picture and long-term strategies for our community. If Town Council chooses a Council Member to represent the Town on this committee, it will align with Teton County's selection of a County Commissioner to join the Council. In considering a Council member it is noted that individuals do not have decision making authority for the Town when they act as individuals and should not make decisions for the Town without a full vote. A Council member appointment would also add additional time and commitment to that individual outside their typical meetings. Staff has identified only one other Board with this type of Council representation, being Energy Conservation Works.

If Town Council chooses a staff member to represent the Town on the DSC, it should be a staff member who has a broad understanding of Town operations and how they relate to the 8 stewardship goals outlined in the SDMP. They should also be able to communicate with staff, Council Members, and community members to update them on progress. At the recent Town Council retreat, the SDMP was not prioritized for Fiscal Year 2024. The time that a representative spends on the DSC will be in addition to work that was prioritized at the retreat.

The expectations for DSC members are to attend all meetings or send a well-informed alternate as their representative, and to be engaged in the process. Monthly 90-minute meetings will take place from 11 am to 12:30 pm on the fourth Thursday of each month.

Possible Alternatives.

Town Council could determine that the Town does not want to participate in the DSC.

Town Council could choose to participate in the DSC and send a staff member as the Town representative.

Town Council could choose to participate in the DSC and send an elected official as the Town representative.

Comprehensive Plan & Priority Alignment.

Chapter 1. Stewardship of wildlife, natural resources, and scenery

Chapter 2. Climate Sustainability

Chapter 5. Local Workforce Housing

Chapter 7. Multimodal Transportation

Principle 6.1. Measure prosperity in natural and economic capital

Fiscal Impact.

No fiscal impact.

Staff Impact.

Members of the DSC are expected to attend meetings for approximately 90-minutes monthly. Some preparation time will be required.

Attachments or Links.

DSC terms of reference (attached)

SDMP Highlights

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

I move to approve Town of Jackson participation in the Destination Stewardship Council and appoint _____ to serve as the Town's representative on the Destination Stewardship Council.

Teton County Destination Stewardship Council

Terms of Reference, 2023

1. Purpose

The Teton County Destination Stewardship Council (DSC) will serve as the interim advisory body to the Jackson Hole Travel & Tourism Board (JHTTB) for implementation of the Sustainable Destination Management Plan (SDMP). The DSC will be composed of a network of individuals and organizations that are critical to implementation of the SDMP's strategic initiatives, and the network will help maintain momentum and foster shared responsibility for SDMP implementation.

2. Background

Establishing a permanent organizational structure for destination management will take time. While that work proceeds, the interim network can maintain momentum created by the SDMP participatory planning process as well as communicate with and engage key stakeholder groups. A destination stewardship council will serve as the bridge to a permanent destination management and marketing organization.

3. Council Composition

A critical consideration in determining the ideal slate of DSC participants and optimal size of this network is that all key organizations needed for implementation of SDMP year one priority actions should participate in the DSC. The DSC participants may change from year to year based on evolving SDMP implementation requirements. Term limits for DSC participants will be reviewed on an annual basis by the Core Team composed of action team leaders who are intimately involved in implementation of priority actions and strategic initiatives. The Core Team will make recommendations to the JHTTB.

The DSC will start out as a Core Team, composed of key destination partners. The Core Team will be responsible for building out the full DSC group of approximately 18 members as the first task. There are advantages to this approach. The Core Team has a broad spectrum of community-specific expertise and members have a good understanding of the issues, which can make it easier for them to agree, act, and establish implementation methods and boundaries. Furthermore, the Core Team is composed largely of individuals and organizations that participated in the SDMP process as members of the Steering Committee. Their unique knowledge of this process and their organization's role in the community makes them uniquely qualified to form the foundation of this working group.

The DSC will consist of participants from the tourism industry as well as representatives from community stakeholder groups—such as additional subject matter experts, community leaders and organizational leaders who can guide implementation.

DSC participants will organize into action teams to assist with implementation on key SDMP focus areas. These smaller action teams are designed to work efficiently through action items identified by the DSC as target areas of quick wins for the community.

DSC participants may nominate an alternate from their own agency/organization as their representatives on the DSC, or as permanent replacements, subject to the approval of the Core Team. Representatives at meetings should be appropriately briefed and able to act as authoritative representatives of their respective organizations.

DSC participants may make a request to the Chairperson that guests—both within and external to the tourism industry, community, and public sector—be invited into meetings on an *ad hoc* basis to provide specific input/advice. This is especially helpful for those subject-matter areas for which the DSC has limited in-depth knowledge.

This interim nature of the DSC offers the JHTTB and the community an opportunity to identify areas of concern before creating a longer-term governance structure for destination management. The key job of the interim network will be to develop a plan to establish the long-term destination management governance structure and to clearly communicate that plan and its benefits to tourism stakeholders and the wider community.

The value of the DSC may extend beyond the establishment of the permanent destination management and marketing organization contingent on its initial success. For instance, the DSC can serve as an advisory group to a permanent destination management and marketing organization. A final decision about the ideal time horizon of this network will need to be made by the JHTTB, DSC participants and other key stakeholders.

4. Network Development & Design

The Destination Stewardship Council will initiate through the invitation to the Core Team organizations selected by the JHTTB as key stakeholders in tourism and destination management. The Core Team organizations will designate a representative and those representatives will develop a list of organizations to invite to be Council participants. Each organization must designate a representative and/or an alternative in case of absence.

The key design elements of the DSC are outlined below.

- **The DSC** will be convened and chaired by the **JHTTB**. A co-chair (individual or organization) can be selected. The JHTTB will convene and facilitate all DSC meetings and manage all communications with DSC participants through a Destination Management Coordinator. The DSC will provide the JHTTB with monthly updates via the Destination Management Coordinator and can provide the Board with recommendations for SDMP implementation. Decisions affecting the JHTTB or requiring JHTTB oversight or direction will need to be approved by the JHTTB. Decisions or recommendations made outside of the scope of the JHTTB will be presented to the appropriate

decision-makers outside of the JHTTB.

- **The Destination Management Coordinator** will be contracted to manage and coordinate the DSC. This entity will be in consistent communication with DSC participants and between the DSC and the community and stakeholders. The role will also support the Core Team, network participants and the action teams in carrying out the purpose of the network. The Destination Management Coordinator will help the DSC convene, connect, communicate, coordinate, and collaborate around its shared purpose. The primary goal will be to coordinate communications, build trust among participants and ensure an efficient working group environment.
- **The Core Team** will be a committee composed of seven to ten DSC participants, including the JHTTB and the main leaders of the action teams, who will meet monthly and additionally as needed. The Core Team will establish and maintain the DSC membership. The Core Team will work closely with the Destination Management Coordinator and JHTTB to expedite decision-making, manage the network, and provide fiscal recommendations for SDMP implementation.
- **The Full DSC Team** will come together regularly to share information, coordinate, and collaborate across SDMP focus areas. The frequency of meetings will be defined based on feedback from DSC participants. Network participants will contribute significant investments of time through action teams to support the quick-win priority actions and initiatives.
- **Action Teams** composed of network participants will be formed based on agreed upon quick-win priority actions and initiatives. Action teams will meet as frequently as needed. At times, participants may be asked to join more than one action team to work through concurrent projects.
- **Ex-Officio Participants** will include strategic partners from the State and Regional areas, including but not limited to the Wyoming Office of Tourism, Wyoming legislators, and other governmental and non-governmental entities.

5. Roles and Responsibilities

The primary role of the DSC will be to guide implementation and monitoring of the SDMP in the near-term. It will establish annual priorities based on SDMP recommendations. The SDMP includes a detailed implementation plan for the first three years which can be used by the DSC to define annual priorities.

The DSC will select and prioritize quick-win SDMP action items and identify a functional role, when applicable, for the JHTTB for those action items. This approach will demonstrate tangible and measurable results within the first year. These quick wins will be key to building support for more complex initiatives. Specific suggestions for Year 1 quick-win priority actions are outlined in the SDMP.

In addition to the quick win priority actions, the DSC will provide input and guidance to the JHTTB and partners for the establishment of a permanent structure for destination management and SDMP implementation.

The DSC will foster trust and ensure transparency through frequent communications with tourism stakeholders and the wider community about progress and challenges.

The DSC will ideally have the key organizations needed for implementation of the agreed-to priority actions and DSC participants will recruit missing organizations and encourage them to engage with and participate in the network. This will ensure adequate involvement and representation of key stakeholder groups.

The DSC participants will support knowledge sharing and learning among network participants in order to build trust and strengthen relationships among network participants. All council members will be active, working members of the volunteer council and will share an equal workload. Members that are routinely not able to attend, or not able to effectively contribute to the council, will be removed from the council in order to ensure equal workload among all participants.

Finally, the JHTTB and DSC will remain accountable for SDMP implementation. The DSC will review its progress on a semi-annual basis and provide feedback to the JHTTB to ensure steady progress toward agreed upon quick win priority actions and initiatives. Furthermore, it will provide guidance on emerging issues and agree on possible countermeasures and responses to specific issues and risks.

6. Meetings

Initially meetings will be convened monthly or as needed, with appropriate notice. Agenda documents and other materials relevant to the meeting will be circulated to network participants at least five days prior to the scheduled meeting date, when possible. Resolutions associated with the implementation of priority actions and strategic initiatives may be passed by DSC participants on a consensus basis. When this is not possible, a vote may take place with the Chairperson having both a deliberative and deciding vote in instances of a tie. In the absence of a clear consensus, the Chairperson may determine that an action item requires more input and consideration before moving ahead. Council members will be asked to evaluate action items as they relate to the greatest benefit to the community, while also providing insights according to their scope of expertise.

7. Key Performance Indicators

Potential DSC Key Performance Indicators are outlined below.

- **Leadership:** confidence that DSC leadership (Core Team and Destination Management Coordinator) has the capacity to garner the commitment of all needed stakeholders and help to secure required funding to work toward SDMP goals; speed of response to requests and complaints made by DSC participants; mechanism for evaluating DSC participant satisfaction and level of DSC participant satisfaction.
- **Participation:** representation and involvement by all key stakeholder groups; shared understanding of the DSC structure and participants' roles and responsibilities; contributions made by each DSC participant; participation of public and private sector in funding DSC priority actions; DSC

includes minorities and marginalized groups; equal workload is shared among Core Team and DSC participants in the form of working action teams, all members of the DSC similarly engaged.

- **Effectiveness:** total number of priority actions implemented in a year and quality of results; achievement of or progress toward objectives and results planned for each action; total funding and diversity of funding sources secured for quick-win priority actions; projects implemented by DSC are aligned to SDMP strategic initiatives; DSC projects are implemented as per work plans established by the DSC.

- **Value Creation:** DSC has a mechanism for evaluating the results and impacts of its projects on an annual basis; degree to which DSC projects are achieving tangible and measurable results (see KPIs for strategic initiatives in SDMP); degree to which DSC projects are positively impacting network participants and the destination.

- **Accountability:** existence of basic systems for managing the network including but not limited to supporting implementation of priority action projects and holding action teams accountable for implementation of agreed to projects; guidelines for ensuring ongoing communications, cooperation and collaboration among DSC participants.

- **Transparency:** DSC participants have accurate, relevant and timely information about the network's projects and resources; periodic public reporting about DSC projects, resources, results and impact.

JACKSON HOLE SUSTAINABLE DESTINATION MANAGEMENT PLAN SNAPSHOT





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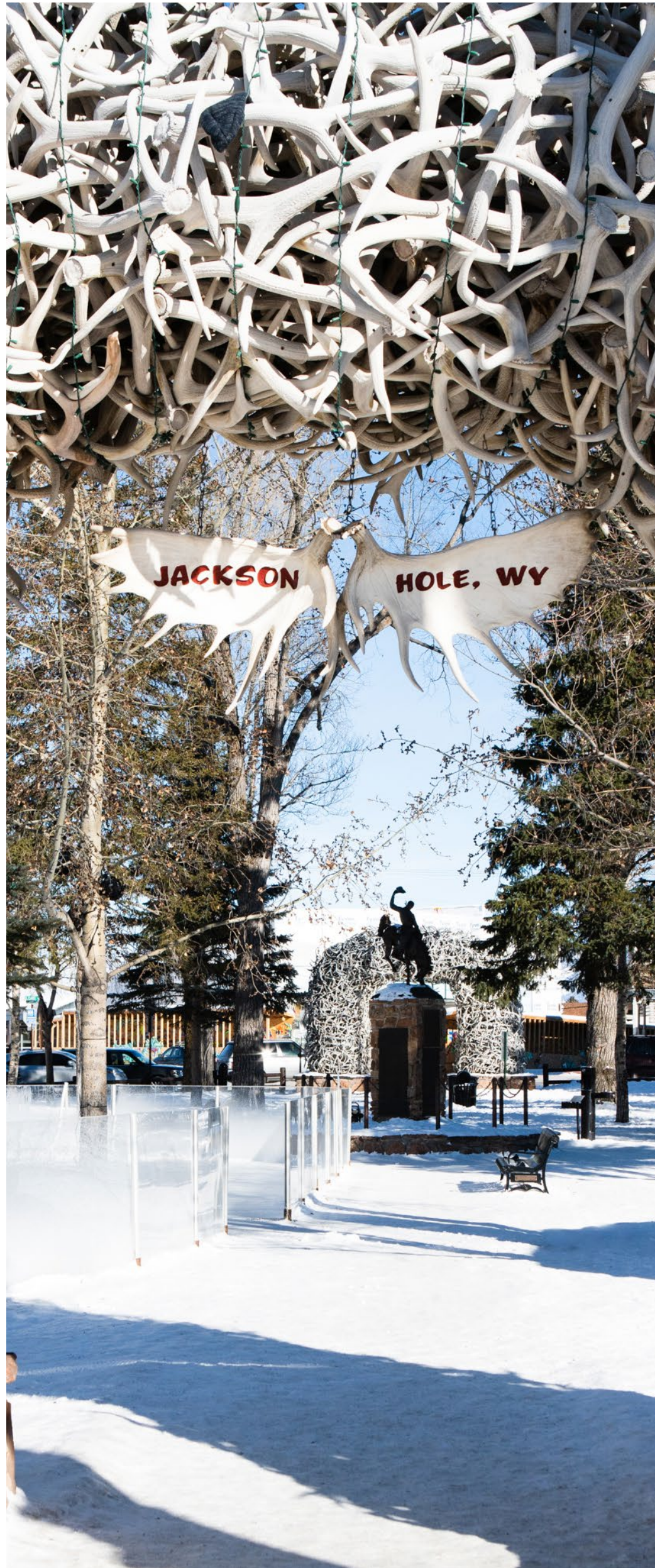
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INTRODUCTION

Travel and tourism is responsible for more than 50% of Jackson Hole's economic activity. It is an economic force. How will Jackson Hole ensure that the power of travel and tourism contributes to the health and well-being of our community and our environment without degrading it?

That was the central question the Jackson Hole Travel & Tourism Board (JHTTB) sought to answer through the Sustainable Destination Management Plan (SDMP) process.

The timing of the SDMP process was fortuitous, as the events of summer of 2021 made clear what the future would bring without a proactive, inclusive strategy to manage visitation to the greatest benefit of our economy, our residents, and our surrounding environment.

In all-too-real terms, the community felt the impacts that unmitigated visitation can inflict on the human and natural resources that are the pillars of Jackson Hole's destination economy, with second-order effects diminishing the visitor experience and, ultimately, the quality of life for the community at large.

The timing of the SDMP combined with the obvious acute need for a strategy was the impetus behind the unprecedented interest in and participation from the Jackson Hole community. Led by George Washington University and Confluence Sustainability, and supported locally by the JHTTB and an 18-member steering committee representing a diverse array of community stakeholder groups, our community embarked on a year-long project that included 8 focus groups with more than 150 tourism leaders, 12 working sessions with 50 community stakeholders, and 4,777 resident respondents to a tourism sentiment survey, the largest resident survey in Teton County's history.

The 75-page SDMP should be approached and viewed as a comprehensive strategic analysis of the opportunity we have before us and as a future-facing framework to achieve the balance and prosperity the Jackson Hole community seeks. It is a road map with clear directions, milestones, actions, assignments, and success metrics designed to guide the continued evolution and health of Teton County's largest economic engine.

The following 11-page summary captures the key elements of the plan for easy accessibility and understanding. This framework allows us, as a community, to build out and act on goals, strategies, and metrics to better anticipate and respond to the dynamic nature of the tourism industry, capturing the greatest benefits for our businesses, our community, and our environment.

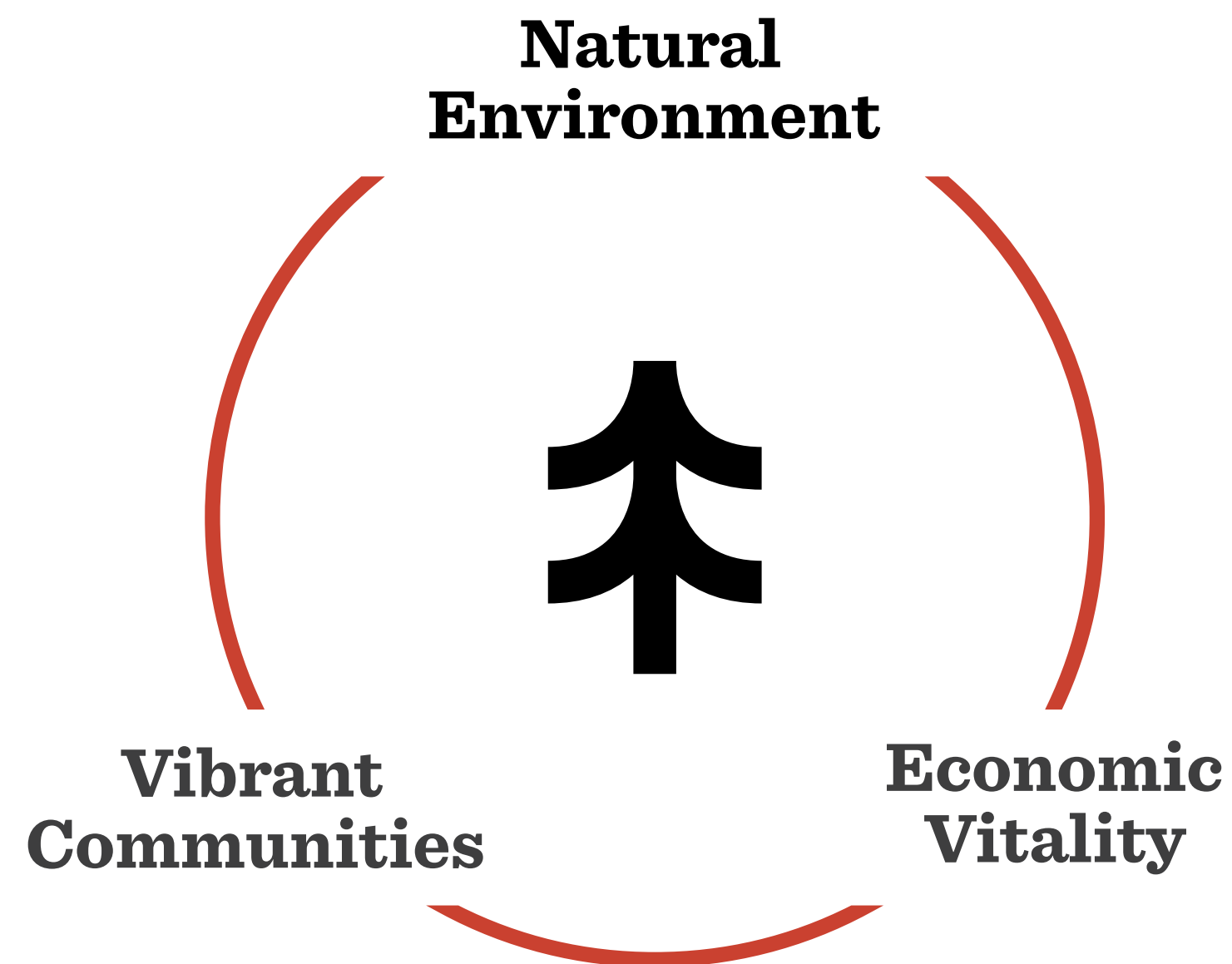
The JHTTB is proud to present the Sustainable Destination Management Plan, and we are grateful for the efforts and contributions of the Jackson Hole community. We thank George Washington University, Confluence Sustainability, the steering committee members, our partners, and the many individuals in our community who lent their time, their resources, and their thoughts to this process.

WHAT TO EXPECT

The SDMP is a five-year road map guiding Teton County toward a sustainable future. For Teton County, sustainability means balancing the aspirations and needs of community members, businesses, and visitors with the protection of the public lands that are core to the county's

heritage, culture, and economy. The purpose of the SDMP is to ensure that tourism is a positive force for people, nature, and the economy. The SDMP is the result of a year-long participatory planning process spearheaded by the JHTTB and guided by an 18-member steering committee.

To achieve true sustainability, all three sectors—environmental, economic, and social—must live in harmony with each other.



The SDMP is a 75-page framework divided into five sections: Introduction, Current Situation, Strategy, Action Plan, and Governance and Implementation Plan.

The Introduction lays the groundwork for understanding the purpose of the plan, the process and methodology that was practiced, and the levels and types of community involvement that took place. It outlines the data collection methods and how a baseline was established. This baseline was an important part of the process because, although many assumptions could have been made about tourism in Teton County, these situational analysis reports and surveys validated and deepened our understanding.

The Current Situation provides an overview of tourism in Teton County. You can read the full Situation Analysis Report by visiting visitjacksonhole.com/sdmp to better understand the foundation that the SDMP was built on.

The Strategy paints a picture of the collective vision, values, and guiding principles that shaped the SDMP. These principles were developed

based on feedback from community members during the community engagement sessions. These are your words. This is your voice.

The Action Plan is the meat of the SDMP. Here are the specific goals and implementation frameworks that have been identified for Jackson Hole. Within each of the eight goals are initiatives, objectives, priority actions, and a suggested timeline. This is our road map for how to get from where we are to where we want to be.

The Governance and Implementation Plan is where the rubber meets the road. It provides recommendations for how to turn this vision into reality.

You can read the full SDMP plus all supporting documents and reports at visitjacksonhole.com/sdmp.

PROCESS AND METHODOLOGY

The SDMP kicked off in fall of 2021 with the establishment of an 18-member steering committee consisting of representatives from key community stakeholder groups. The committee was tasked with guiding the plan development process.

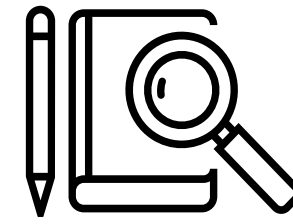
The Situation Analysis Report consolidated data, information, and insights from a wide range of sources and key stakeholder groups, including local and state governments, public land managers, elected officials, the business community, residents, immigrant communities, and the civic sector. It serves as the most comprehensive baseline assessment of tourism in Teton County to date, and is the foundation for this plan.

A Resident Sentiment Towards Tourism Survey was deployed in spring 2022 and provided a snapshot in time of our community's feelings on tourism. A total of 4,777 residents completed the survey, which provided a baseline to compare future resident sentiment. This level of response is similar to voter turnout on election day in November 2022 (4,944). Eleven percent of these respondents (525) own a local business. Of respondents who work in Teton County, 40% (1,911) indicated that they work in the tourism industry.

To view the full Situation Analysis Report and Resident Sentiment Towards Tourism Survey report, visit **visitjacksonhole.com/sdmp**.



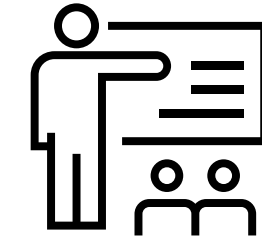
SDMP PROGRESS TIMELINE



Winter 2021

PHASE 1: INVENTORY OF EXISTING CONDITIONS

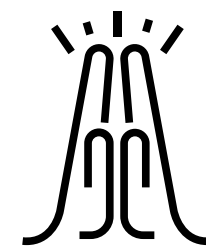
Launch Steering Committee
Develop Stakeholder Engagement Plan and Communications Strategy
Create Resident Tourism Sentiment Survey
Review Comprehensive Analysis of Existing Destination Data, Including Prior Visitor Input
Draft Situation Analysis Report



Spring 2022

PHASE 2: ON-SITE ASSESSMENT

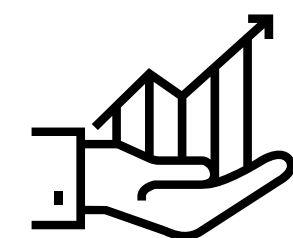
Launch Resident Tourism Sentiment Survey
Lead Community Meetings for Process Introduction and Initial Feedback Collection
Host 1:1 Interviews and Focus Groups With Elected Officials, Land Managers, Business and Civic Leaders
Validate Situation Analysis Report



Summer 2022

PHASE 3: PARTICIPATORY VISIONING AND PLANNING

Lead In-Person Community Visioning and Planning Workshops
Host Stakeholder Focus Groups
Share Workshop Outcomes Report
Develop SDMP Initiatives With Stakeholder Groups



Fall-Winter 2022

PHASE 4: PLAN DEVELOPMENT AND VALIDATION

Draft SDMP
Publication of the Resident Survey Research
Present Key Stakeholder Findings
Share Final SDMP and Other Research Outcomes
Confirm Research and Implementation Toolkit



Winter-Spring 2023

PHASE 5: PLAN LAUNCH

Launch the SDMP to Shape the Future of Tourism

VISION AND PILLARS

The community identified five pillars as the most significant in terms of building and maintaining a happy community and healthy economy. As the community begins adopting the framework and implementing the goals outlined, we may discover additional KPIs, partners, or outcomes that should be added. The SDMP is a living document that we can continue to add to and amend as Jackson Hole evolves. Engagement and feedback were key to the SDMP's design and will continue to drive future goals.

Community Vision

Teton County, Wyoming, is a leader in balancing the needs and aspirations of community members, businesses, and visitors by actively integrating the viability of the tourism economy with the regeneration of the Greater Yellowstone ecosystem and enhancement of quality of life.

01 Our Natural Environment

02 Quality of the Economy and Work

03 Quality of Life

04 Quality of Visitor Experience

05 Foundations of Success

01 OUR NATURAL ENVIRONMENT

Outcome 1

The wildlife, waters, wildlands, and ecological processes integral to what makes the Greater Yellowstone ecosystem globally significant are protected and continue to thrive. Climate change risk factors are monitored and reduced. Waste reduction, water quality, and other key environmental indicators and commitments are fully resourced.

Key Performance Indicators

- Establishment of a formal carbon-neutrality goal in Teton County and carbon emission reduction targets aligned with the Town of Jackson and neighboring public land agencies.
- Measurement scope 1, 2, and 3 emissions for the tourism industry and reduction in carbon emissions to meet short-term targets and carbon-neutrality goals.
- A working group within the Teton Climate Action Partnership consisting of tourism-climate stakeholders that meets regularly and secures funds for tourism-climate projects.
- Teton County zero-waste diversion goal by 2030.
- Preservation and enhancement of surface water and groundwater quality.
- Collaboration among all public, private, and civic stakeholders across jurisdictional boundaries to advance the shared goal of preserving and restoring the habitats, species, and ecological processes of the Greater Yellowstone ecosystem.

02 QUALITY OF THE ECONOMY AND WORK

Outcome 2

Responsible and sustainable growth management in tourism results in long-term prosperity for tourism and other local industries. Tourism businesses support a stable, diverse, and thriving workforce.

Key Performance Indicators

- Number of businesses that participate in sustainability/triple-bottom-line programs and pursue third-party certification.
- Percentage of tourism businesses experiencing service interruptions and other operational disruptions year over year.
- Employment statistics for the tourism industry.
- Employee retention rates.
- Employee turnover rates.
- Average wages for key occupations in the tourism industry.
- Number of sustainable workforce programs that support the needs of the tourism workforce.

03 QUALITY OF LIFE

Outcome 3

More mobility hubs, transit options, and pathways have led to reduced single occupancy vehicle traffic and congestion. Quality year-round jobs are readily available. Affordable and attainable workforce housing is available within Teton County to reduce commuting. Equitable access to health and human services. Harmony has increased among historically adversarial groups.

Key Performance Indicators

- Improvement in community sentiment toward tourism per resident and tourism stakeholder surveys.
- Improvement in community stakeholders with the balance of resident needs and visitor expectations.
- Minimum of 65% of workforce is able to live in Teton County.
- Per capita reduction in vehicle miles traveled in Jackson Hole: 525 million by 2024, ≤560 million by 2035.
- Increased START transit ridership: >1.8 million by 2024, ≥3.6 million by 2035.
- Increased active transportation mode share (e.g., bikes and boots): ≥18% by 2024, ≥20% by 2035.

04 QUALITY OF VISITOR EXPERIENCE

Outcome 2

Education campaigns encourage residents to lead by example and visitors to be more responsible and respectful. Destination management, collaboration, seasonal visitor dispersal, and product diversification ease strains and resulted in a warmer welcome for diverse visitors.

Key Performance Indicators

- Development and implementation of a collaborative visitor management strategy (focused beyond public lands).
- Mitigation of negative visitor impacts on local quality of life, quality of work, and quality of environment.
- Highly positive visitor satisfaction trends and addressing of persistent issues related to cost of destination and value for money.
- Seamless mobility and management of visitor flows through all jurisdictions of Teton County.

05 FOUNDATIONS OF SUCCESS

Outcome 3

A permanent tourism governance structure facilitates ongoing collaboration among greater Teton area stakeholders across all communities and lands, and it continuously relies on data to monitor tourism’s effects as well as publicly reports findings. Confidence and trust in participatory planning makes it possible to integrate all community voices and contributions in the collaborative management of tourism and stewardship of all Teton County lands.

Key Performance Indicators

- Increased volume of educational communication impressions that reach the community (residents and tourism stakeholders).
- Certification as a globally recognized sustainable destination.
- Improved coordination and collaboration across all jurisdictions (public lands, Jackson, Teton County) and all communities (private sector, public sector, civic sector, and the wider community).
- Regular communication by the destination management structures communicate regularly with the private sector, public sector, civic sector, and the wider community to manage change and expectations about destination management outcomes.
- High level of buy-in for the SDMP from the private sector, public sector, civic sector, and the wider community.



SDMP COMMUNITY VALUES

These values were shaped by the Jackson Hole community and validated by your peers during community workshops throughout 2022. They are integral to the plan and its implementation, and are embedded in all elements of the SDMP.



01

Environmental and Economic Stewardship

We recognize that our economic future depends on the protection of our natural environment—wildlife, waters, wildlands, and ecological processes—and believe that environmental and economic sustainability go hand-in-hand.

02

Managed Growth

We understand that seasonal visitation management is a key to sustainability and quality of life of our communities.

03

Quality of Life for All

We know that for Teton County to be sustainable, it must address community infrastructure, housing, and transportation challenges.

04

Education and Engagement

We know that communication of our history, challenges, values, and goals is critical to shaping visitor and resident attitudes and behaviors.

05

Accessibility and Inclusion

We welcome everyone who shares our respect and admiration for Teton County.

06

Collaboration and Harmony

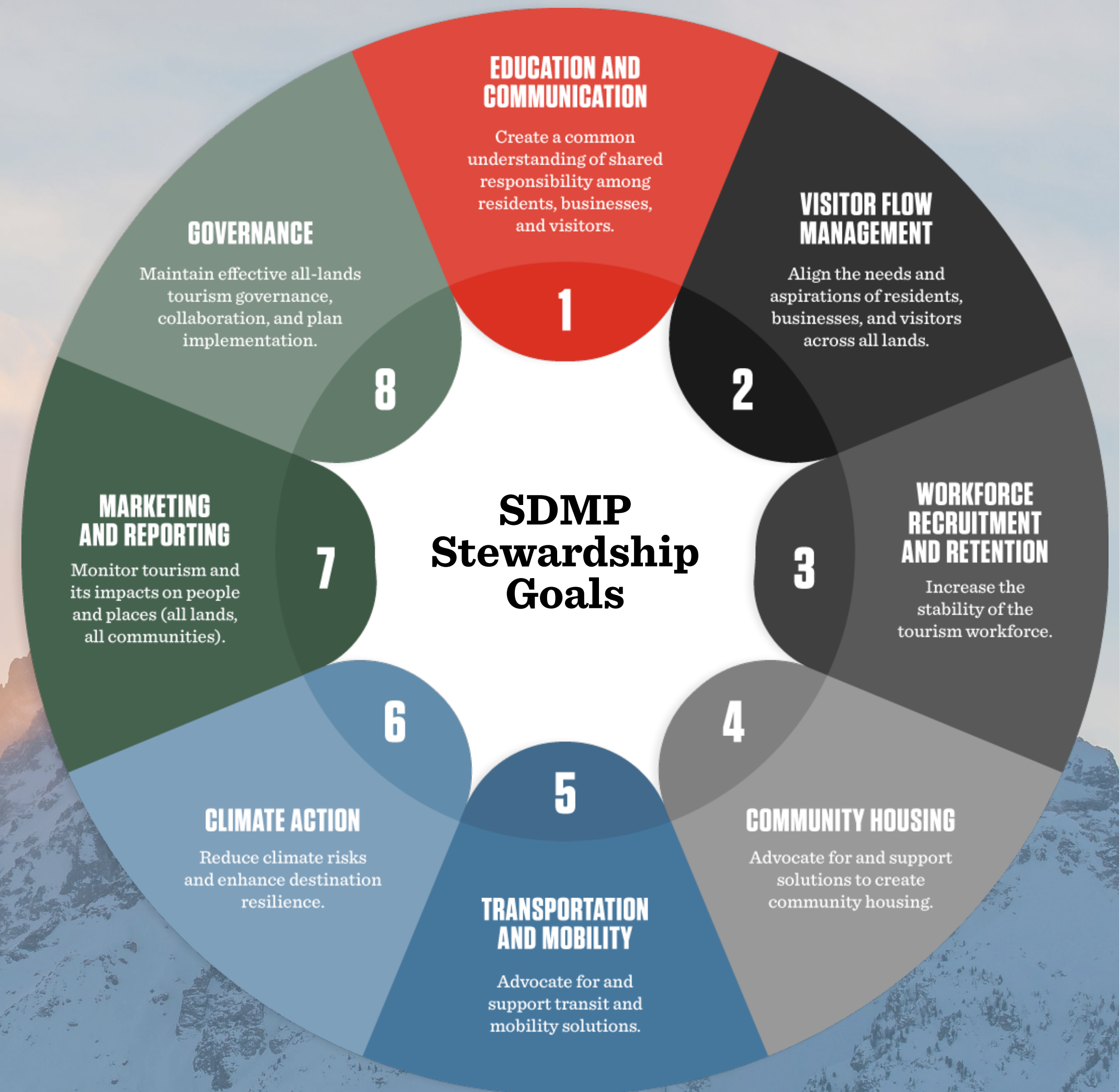
We understand that sustainability begins with community agreement on a plan for the future.

STEWARDSHIP GOALS

The SDMP is a community plan, and its successful implementation requires involvement and leadership by all stakeholder groups—the public sector (town, county, state), businesses, public land managers, the civic sector, and community members.

Together, Teton County stakeholders have the opportunity to rethink how the visitor economy works and to deliver social, cultural, economic, and environmental benefits through tourism while providing exceptional visitor experiences.

The SDMP framework includes a five-year implementation schedule for strategic initiatives and a more detailed work plan of priority actions. Collective action is the backbone of the SDMP, and a phased approach to implementation is outlined beginning on page 60 of the plan.



SUPPORTING INITIATIVES



1: Education and Communication



Create a common understanding of shared responsibility among residents, businesses, and visitors.

- Maintain community programs in tourism.
- Expand existing programs that promote sustainable operating practices.
- Devise a visitor education strategy that influences responsible behavior at the destination.

2: Visitor Flow Management



Align the needs and aspirations of residents, businesses, and visitors across all lands.

- Establish a visitor management action team.
- Establish community-defined acceptable thresholds for change.
- Develop a collaborative visitor management strategy to manage spaces and mitigate impact across all lands.

3: Workforce Recruitment and Retention



Increase the stability of the tourism workforce.

- Build a robust and diverse tourism workforce pipeline.
- Improve recruitment and retention of the workforce.
- Prioritize workforce development.

4: Community Housing



Advocate for and support solutions to create community housing.

- Advocate for funds to develop workforce housing.
- Advocate for and expand incentives and resources to allocate land and repurpose infrastructure for housing.
- Incentivize employers to provide seasonal and year-round housing.

5: Transportation and Mobility



Advocate for and support transit and mobility solutions.

- Support expansion of affordable public transit around mobility hubs.
- Support development of transit planning applications (mobility app) and broader integration with advanced trip planning.
- Support evaluation and potential resourcing of public transit to the airport, Grand Teton National Park, and key attractions.

6: Climate Action



Reduce climate risks and enhance destination resilience.

- Demonstrate Teton County's leadership in reducing tourism's carbon footprint.
- Establish science-based reduction targets for the tourism economy aligned with net-zero climate goals.
- Educate visitors and residents about carbon emissions and create actionable opportunities to collectively reduce their carbon footprint.
- Guide, support, and incentivize tourism businesses to reduce their carbon footprint.

7: Marketing and Reporting



Monitor tourism and its impacts on people and places (all lands, all communities).

- Establish an accessible and regularly updated destination data bank.
- Publish an annual indicator report.

8: Governance



Maintain effective all-lands tourism governance, collaboration, and plan implementation.

- Establish an interim destination stewardship council to guide SDMP implementation in the near term.
- Establish a permanent governance structure for destination management and SDMP implementation.
- Raise awareness and understanding of the plan among all key stakeholder groups.



IMPLEMENTATION AND SHARED RESPONSIBILITY

The core purpose of the SDMP is to recognize and realize the full value of tourism by ensuring that tourism is a positive force for people, nature, and the economy. The ultimate aim is to create lasting, net-positive impacts. It is designed as a framework that will evolve over time to provide strategies and measure success to guide tourism management and its impacts on our community.

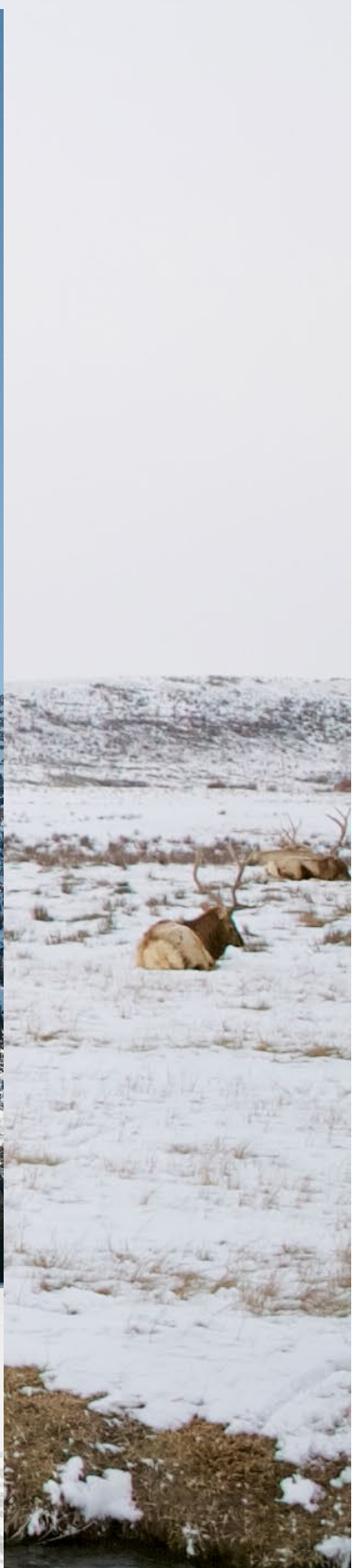
However, the stewardship of all lands requires an all-hands approach. Page 61 of the SDMP outlines 18 implementation priorities alongside the key implementation organization for year 1. Appendix A, beginning on page 64, presents year 2 and year 3 priority actions.

The JHTTB is committed to utilizing the SDMP as a strategic framework from which to guide the actions and decision-making surrounding tourism marketing and management into the

future. A destination stewardship council will be formed by the end of Q1 2023 to continue the momentum behind SDMP implementation.

The JHTTB may be in a position to fund projects, events, or initiatives that fall within the Wyoming Statutes, which determine what can and cannot be funded through the lodging tax. However, full implementation and full funding of initiatives will require cross-sectional and collaborative approaches and leadership spearheaded by many of the partners suggested in the framework of the SDMP.

The JHTTB believes that Teton County, WY can balance the needs and aspirations of its community members, businesses, and visitors while both protecting and celebrating its natural and cultural riches.



FOR MORE DETAILS

View the full SDMP at visitjacksonhole.com/sdmp.

DISCOVER MORE



MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Interim Town Manager

DT: March 6, 2023

RE: Town Manager's Report

FY24 Budget Schedule Reminder

Below is another reminder of the upcoming meetings related to the FY24 Town of Jackson Budget. Please reserve these days and times on your calendars or provide direction on rescheduling.

FY2024 TOWN COUNCIL BUDGET MEETING SCHEDULE				
There may be many other meetings occurring during this time - the below list only reflects those associated with the				
Date	Day	Time	Event	Location
4/14/2023	Friday	n/a	Budget Distributed/Released to Town Council - Not a Meeting	n/a
4/17/2023	Monday	9:00 - 11:30	Special Town Council Workshop - Budget Introduction and Overview	Council Chambers
4/17/2023	Monday	1:30 - 3:30	Regular Town Council Workshop - Budget Introduction and Overview (continued)	Council Chambers
4/24/2023	Monday	9:00 - 11:00	Special JIM - Human Services 2 Hr Budget Window	Commissioner's Chambers
4/24/2023	Monday	1:30 - 3:30	Special Town Council Workshop - Budget Discussion	Council Chambers
4/25/2023	Tuesday	9:00 - 5:00	Special JIM - Joint Department Budget Presentations & Airport Budget Presentation	Commissioner's Chambers
5/1/2023	Monday	1:30 - 3:30	Regular JIM - Joint Department Budget Presentations (continued)	Commissioner's Chambers
5/8/2023	Monday	1:30 - 5:00	Special Town Council Workshop - Budget Discussion	Council Chambers
5/15/2023	Monday	1:30 - 5:00	Special JIM 1:30 - 3:30 Discussion on Final Decisions on Joint Departments, ECW and TTB Budget Presentations - Regular Town Council Workshop 3:30 - 5pm Budget Discussion	Council Chambers
5/22/2023	Monday	1:30 - 5:00	Special Town Council Workshop - Budget Discussion	Council Chambers
6/5/2023	Monday	3:00 - 5:00	Regular JIM - ECW, TTB, Airport Budget Action	Commissioner's Chambers
6/5/2023	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Hearing and Adoption (must occur prior to/on 6/20)	Council Chambers