

Regular Town Council Meeting

August 18, 2025

6:00 PM

Town Council Chambers

Chair: Arne Jorgensen

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

The Town reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing electedofficials@jacksonwy.gov.

To join, click link or copy it to your browser: <https://us02web.zoom.us/j/81143229025?pwd=eNLVaSbe4uBovp0Sbb5hiFcMlqRb6J.1>

Or join at zoom.com with Webinar ID: **811 4322 9025** and Password: **83001** or by phone: **+1 719 359 4580**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Introduction of Michael Toronto, Transit Director

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@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. August 4, 2025 Regular Town Council Meeting
- B. Disbursements
- C. Contracts
 - 1. Primary Lease Agreement with Primary Landlord
 - 2. Amendment to the Agreement with Windcave, Inc.
 - 3. Contract with Harmony Design, Inc.
 - 4. Contract with EcoConnect Consulting
- D. Pack Residence - Sewer Connection Request (E25-0151) (Brian Lenz)
- E. Suite of Town Housing Lease Templates (Roxanne Robinson)

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

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

A. External Affairs

1. Sustainable Strategies Grant Consultants: Services Agreement & D.C. Trip (Susan Scarlata)
2. Scoping Report on Sister City Relationship with Tlaxcala, Mexico (Susan Scarlata)

B. Planning & Building

1. Swan Creek Parcel Zoning Map Amendment (P25-075) (Andrew Bowen)
2. Request for Approval of a Conditional Use Permit to Allow a Wireless Communications Facility (Antenna) on a Light Pole at 402 East Snow King Avenue (P25-076) (Andrew Bowen)
3. Request for Approval of a Conditional Use Permit to Allow a Wireless Communications Facility at the Base of Snow King (The Rafferty Activity Center) (P25-077) (Andrew Bowen)

VI. RESOLUTIONS

A. Resolution 25-19: JH Airport FAA AIP Grant Agreement 85 (Riley Hovorka)

B. Resolution 25-20: JH Airport FAA AIP Grant Agreement 86 (Riley Hovorka)

VII. ORDINANCES

A. Ordinance Z: An Ordinance Regarding Police Department Rules and Regulations (Third Reading, to be designated Ordinance 1444)

B. Ordinance A: An Ordinance Granting a Franchise to RAD Curbside (Third Reading, to be designated Ordinance 1445)

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

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

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands,
one Nation under God, indivisible, with liberty and justice for all.

Land Acknowledgement

We recognize that the land we are gathering on is the ancestral homeland of the Mountain Shoshone People who stewarded it for thousands of years and that many other tribes also lived upon and cared for this area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Nez Perce, Northern Arapaho tribes, and others. With gratitude, we honor Indigenous Peoples, past and present. We also acknowledge the sovereignty of the Native nations closest to Jackson whose land was taken through broken treaties that resulted in the creation of the Wind River and Fort Hall Indian Reservations. We recognize this acknowledgement is simply a first step. The Town of Jackson is committed to continued and informed action to connect with indigenous people.

Michael Toronto – Transit Director

Michael Toronto is joining us as the new START Transit Director. With a proven ability to lead with both strategy and heart, he brings a strong commitment to service, teamwork, and community. His people-first leadership style and focus on reliability make him a natural fit as Jackson continues to grow and evolve its transit services. Michael and his family are excited to enjoy all that Jackson, and the surrounding area has to offer.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 4, 2025

JACKSON, WYOMING

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

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Sperry.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Paul Anthony, Katelyn Page, Michelle Weber, Susan Scarlata, and Riley Hovorka. *Via Zoom*: Tanya Anderson and Brian Lenz.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen.

Public Comment. Roberto Clack made public comment.

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

- A. **Meeting Minutes.** To approve meeting minutes from the July 21, 2025 Regular Town Council Workshop, July 21, 2025 Regular Town Council Meeting, and July 22, 2025 Special Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. ACE EQUIPMENT & SUPPLY \$4,578.86; ACE HARDWARE \$1,019.42; ADVANCED PUMP & EQUIPMENT, INC \$2,587.02; AFLAC \$1,647.35; ALPHAGRAPHICS \$1,566.99; AMAZON \$563.08; AMERICAN TOWER CORPORATION \$8,880.00; APPLE INC \$9.99; AT&T \$315.55; AXON ENTERPRISES, INC \$158,602.83; BIG R RANCH & HOME \$214.96; BISON LUMBER \$261.27; BRIGGS, ERIC L \$135.19; CARQUEST AUTO PARTS INC. \$4.00; CENTURYLINK \$1,947.77; CERTIFIED LABORATORIES \$502.95; CHAPA STRIPES OF IDAHO \$11,500.00; CHARGEPOINT, INC \$46,790.00; CHARLIE'S PLUMBING OF JH \$850.00; CIVICPLUS \$11,920.27; CONNELL, ALEXANDER \$740.00; CONRAD & BISCHOFF INC. \$30,630.38; CORE & MAIN LP \$212.11; CUSTOM ELECTRONIC CONSULTANTS INC \$226,565.58; DECKER GLASS \$1,147.13; DELTA DENTAL PLAN OF WYOMING \$13,073.53; DEX IMAGING \$491.89; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DLT SOLUTIONS, INC. \$9,240.62; EASTMAN EXCAVATION \$680.00; ELAN ONE CARD \$51,828.95; ENERGY 1 \$24,994.90; ENERGY LABORATORIES INC. \$871.00; ENTENMANN-ROVIN CO \$1,013.50; EVANS CONSTRUCTION INC \$587,655.30; EVOLUTION CONSTRUCTION, LLC \$16,320.00; FERGUSON ENTERPRISES, INC \$68.52; FLEETPRIDE \$2,505.45; FLORES, JUANITA \$640.00; FREEDOM MAILING SERVICE INC. \$1,909.14; G2 GLOVES \$760.00; GANNETT PEAK SURVEYING, LLC \$8,750.00; GILLIG LLC \$458.24; H & R ENTERPRISES, LLC \$676.63; HIGH COUNTRY LINEN \$597.51; HOLE FOOD RESCUE \$6,250.00; JACKSON CURBSIDE INC. \$3,249.13; JACKSON DOWNTOWNER, LLC \$113,832.04; JACKSON GROUP LOCKBOX \$2,471.36; JACKSON HOLE NEWS & GUIDE \$3,080.00; JH20 WATER CONDITIONING & FILTRATION \$97.50; JOE JOHNSON EQUIPMENT \$183.87; KIMBALL MIDWEST \$265.40; KL2 CONNECTS, LLC \$11,228.00; LENOVO (UNITED STATES) INC. \$4,669.98; LEVEL 3 COMMUNICATIONS, LLC \$1,498.35; MADE IN IRON LLC \$3,865.40; MCCLURE, ANN \$147.32; NAPA AUTO PARTS INC. \$669.66; OUTBACK LANDSCAPE OF WYOMING, LLC \$1,105.42; PALAZZOLO, MICHAEL \$77.83; PEAK WATER SERVICES, LLC \$9,672.81; PITTS, SAMANTHA \$77.83; PLATT \$697.63; POINT S REXBURG \$3,629.60; RAFTELIS \$1,050.00; RICH, SAMUEL \$244.20; RINK-TEC INTERNATIONAL, INC \$4,059.83; ROTARY CLUB OF JACKSON HOLE \$750.00; SHERWIN-WILLIAMS CO. \$1,374.23; SIGN IT NOW INC \$9,519.72; SOUTH PARK LANDSCAPING & NURSERY \$3,500.00; SPECIALTY CONSTRUCTION SUPPLY \$205.70; SUNRISE ENVIRONMENTAL \$714.07; SYMMETRY TRAILERS LLC \$27,211.50; TETON COUNTY ALTERNATIVE TO INCARCERATIO \$9,551.67; TETON COUNTY CLERK \$295,583.30; TETON COUNTY PUBLIC WORKS \$33,668.87; TETON COUNTY SHERIFF'S-JAIL \$2,975.00; TETON COUNTY-FUND 10 \$29,127.45; TETON COUNTY-FUND 19 \$196,904.00; TETON MOTORS INC \$408.15; TETON RENTAL CENTER \$210.00; TETON YOUTH & FAMILY SERVICES \$37,774.00; THL II, INC \$8,575.44; THOMSON WEST \$1,209.20; TMSC LLC \$1,298.42; TRAFFIC SAFETY STORE \$6,876.52; VERIZON WIRELESS \$10,344.18; VIRGINIAN VILLAGE CONDO HOA \$100.00; WATKINS, JASON \$1,435.42; WATKINS, MARK R \$72.05; WESTERN STATE \$13,098.91; WESTWOOD CURTIS \$126,704.37; WRIGHT, JASON \$160.00; WYOCMA \$13,894.00

C. Contracts.

1. **Encroachment Agreement with Persephone Bakery Real Estate LLC.** To approve the Encroachment Agreement with Persephone Bakery Real Estate LLC.
2. **Encroachment Agreement with Paul V. Anthony, a single man, and Elizabeth C. Campbell, as Trustee of the Elizabeth C. Campbell Revocable Trust dated April 17, 2024.** To approve the Encroachment Agreement with Paul V. Anthony, a single man, and Elizabeth C. Campbell, as Trustee of the Elizabeth C. Campbell Revocable Trust dated April 17, 2024.
3. **Memorandum of Agreement with Teton Conservation District (TCD).** To approve the Memorandum of Agreement with Teton Conservation District.
4. **Agreement for Professional Services with OPS Strategies, LLC.** To approve the Agreement for Professional Services with OPS Strategies, LLC.
5. **Contract with Purdue Direct Settlement.** To approve the Contract with Purdue Direct Settlement.

D. Surplus Public Trashcan Declaration. To declare the Town of Jackson’s old downtown non-bear-resistant public trash cans as surplus and direct staff to move forward with selling the cans to interested buyers.

There was no public comment on the consent calendar. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Art Enrichment Allocation. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to allocate \$14,010 into the Public Art Fund for art enrichment. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Demolition Permit DEM25-0004 at 380 Teton Ave. Paul Anthony made staff comment. Council held discussion with staff. Julien Hass made public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve a stay of 60 days on the demolition of the existing single-family home as presented in this staff report and located at 380 Teton Avenue. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Demolition Permit DEM25-0005 at 245 N. Millward St. Paul Anthony made staff comment. Council held discussion with staff. Julien Hass made public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to approve a stay of 100 days on the demolition of the existing single-family home as presented in this staff report and located at 245 N. Millward Street. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Sketch Plan for a 3-story Mixed Use Development at 50 S. Millward Street (P25-007). There was no public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to continue item P25-007 to the regularly scheduled Town Council meeting on September 8, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 6:26pm and reconvened at 6:31pm. Mayor Jorgensen exited the meeting during the recess.

Development Plan for a 2-story Mixed Use Development and a Request for Fee Waiver at 139 N. Cache Street (P25-038 & P25-048). Katelyn Page, Brian Lenz, and Tyler Sinclair made staff comment. Jimmy Barts and Brandon Shultz commented on behalf of the applicant. Council held discussion with staff. Sheryl Lund and Sadek Darwich made public comment. A motion was made by Alyson Sperry and seconded by Devon Viehman to approve Development Plan P25-038 for an approximate 22,000sf commercial and residential mixed-use development at the properties addressed as 139 N. Cache Street and 170 N. Glenwood Street, as conditioned by staff, and subject to the departmental reviews attached hereto and this staff report dated August 4, 2025.

1. As part of the Building Permit submittal, the Property owner shall provide a pedestrian frontage on N. Glenwood Street that properly connects to the adjacent existing sidewalks, designed to the satisfaction of the Town Engineer and Planning Director – including a 6’ (min.) clear sidewalk and a furnishing zone comprised of either concrete or lawn.

2. Prior to issuance of the Building Permit, the Property owner is required to record, at their expense, a Partial Vacation Without Replat with the Teton County Clerk to vacate interior lot lines over which the proposed structure spans.
3. Prior to issuance of the Building Permit, the Property owner shall obtain the necessary encroachment agreement(s) from WYDOT for the proposed canopy and balcony along the eastern frontage of the structure.
4. Prior to issuance of the Building Permit, the Property owner shall record, at their expense, with the Teton County Clerk an encroachment agreement from the Town of Jackson for the proposed canopy and balcony that encroach along the eastern frontage of the structure.
5. Prior to issuance of the Certificate of Occupancy, a public access easement(s) for the portions of the N. Glenwood Street and N. Cache Street pedestrian frontages located on the Property shall be provided by the Property owner to the Town and recorded with the Teton County Clerk, at the Property owner's expense.
6. Prior to issuance of the Building Permit, the applicant shall amend the approved landscape plan for the Property to demonstrate compliance with CUP P20-162 and to document any landscape modifications that result from Development Plan P25-038.
7. Prior to issuance of the Certificate of Occupancy, the Property owner is required to record, at their expense, with the Teton County Clerk affordable deed restrictions for two ARUs that meet the requirements of the Jackson Teton County Housing Department.
8. Included with the Housing Mitigation Plan submitted with the Building Permit, the applicant shall provide a floor plan of the existing structure that identifies the location and floor area amount of all existing uses to account for the proposed 1.107-unit housing credit. A fee-in-lieu payment for mitigation of any partial units shall be made prior to issuance of building permit, based on final floor area calculations, and meeting the requirements of the Jackson Teton County Housing Department.
9. With the Building Permit submittal, the applicant shall provide floor plans that remove internal connection between the two proposed ARUs.
10. Within six months of issuance of the Certificate of Occupancy, all existing uses that were temporarily relocated on the Property during construction shall be moved into the new structure.

Mayor Pro Tempore Schechter called for the vote. The vote showed 4-0 with Mayor Pro Tempore Schechter, Devon Viehman, Alyson Sperry, and Kevin Regan in favor. Mayor Jorgensen abstained from the vote. The motion carried.

Discussion continued. Katelyn Page, Paul Anthony, and Tyler Sinclair made staff comment. There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Sperry to approve a Fee Waiver request for all Planning, Building, and Engineering permit review fees related to the construction of Development Plan P25-038. Mayor Pro Tempore Schechter called for the vote. The vote showed 3-1 with Devon Viehman, Alyson Sperry, and Kevin Regan in favor and Mayor Pro Tempore Schechter opposed. Mayor Jorgensen abstained from the vote. The motion carried.

Council recessed at 7:28pm and reconvened at 7:36pm. Mayor Jorgensen re-joined the meeting and Jonathan Schechter exited the meeting during the recess.

Ordinances. A motion was made by Devon Viehman and seconded by Kevin Regan to read ordinances in short title. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance Z: An Ordinance Regarding Police Department Rules and Regulations.

AN ORDINANCE AMENDING SECTION 2.32.080, RULES AND REGULATIONS, OF TITLE 2, ADMINISTRATION AND PERSONNEL, REGARDING POLICE DEPARTMENT RULES AND REGULATIONS OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve Ordinance Z, An Ordinance Amending Section 2.32.080, Rules and Regulations of the Police Department, on second reading as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance A: An Ordinance Granting a Franchise to RAD Curbside.

AN ORDINANCE GRANTING RAD CURBSIDE, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING THE RIGHTS

AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING.

There was no public comment. A motion was made by Alyson Spery and seconded by Devon Viehman to approve Ordinance A, an ordinance granting a franchise to RAD Curbside, on second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed Shelter JH’s request for Council to provide a letter of support for Community Heart & Soul funding for a Shelter JH event focused on transportation. A motion was made by Devon Viehman and seconded by Kevin Regan to have staff work with Roberto Clack and Shelter JH to draft a letter for signature by the Mayor. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on temporary sign permits for JH Bear Solutions. Tyler Sinclair provided an update on water use and the Town’s messaging of water restrictions. Susan Scarlata made staff comment. Council discussed adding an additional Chat with Council on the topic of water restrictions. A motion was made by Alyson Spery and seconded by Devon Viehman to approve the Town Manager’s Report with the inclusion of an additional Chat with Council on water restrictions for Monday, August 11 at noon. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Alyson Spery and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:54 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: August 13, 2025

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7523	A43 ARCHITECTURE	2507-0725	DESIGN	08/04/2025	3,816.75	.00	
7523	A43 ARCHITECTURE	2509-0725	DESIGN WORK	08/04/2025	1,562.50	.00	
7523	A43 ARCHITECTURE	2511-0725	DESIGN	08/04/2025	600.00	.00	
Total 7523:					5,979.25	.00	
51	ACE HARDWARE	905526	TRASH BAGS	05/05/2025	14.99	.00	
51	ACE HARDWARE	905655	PANS	05/06/2025	1.89	.00	
51	ACE HARDWARE	905826	PAINT	05/07/2025	26.99	.00	
51	ACE HARDWARE	907448	PAINT TRAY LINER	05/20/2025	2.49	.00	
51	ACE HARDWARE	909052	HOSE	06/02/2025	8.99	.00	
51	ACE HARDWARE	909474	PRIMER, RUSH, & SILICONE	06/05/2025	74.97	.00	
51	ACE HARDWARE	910044	ANGLE	06/10/2025	26.97	.00	
51	ACE HARDWARE	911267	SOCKET SET	06/19/2025	17.99	.00	
51	ACE HARDWARE	911289	SPLIT RING	06/19/2025	.20	.00	
51	ACE HARDWARE	912058	RESPIRATOR	06/26/2025	16.99	.00	
51	ACE HARDWARE	912672	CLEANING CLOTH & SCRUBBE	07/01/2025	23.47	.00	
51	ACE HARDWARE	912859	MARKER	07/02/2025	8.99	.00	
51	ACE HARDWARE	912965	HOOK & CHAIN	07/03/2025	33.42	.00	
51	ACE HARDWARE	913332	DUSTER & GLUE	07/08/2025	20.98	.00	
51	ACE HARDWARE	913360	SCREWDRIVER	07/08/2025	16.47	.00	
51	ACE HARDWARE	913477	SPRINKLER	07/09/2025	19.99	.00	
51	ACE HARDWARE	913504	SPLICE & ROPE	07/09/2025	28.98	.00	
51	ACE HARDWARE	913507	CHAIN COIL	07/09/2025	11.98	.00	
51	ACE HARDWARE	913618	CONCRETE MIX	07/10/2025	89.90	.00	
51	ACE HARDWARE	913956	HOOKS	07/14/2025	7.99	.00	
51	ACE HARDWARE	914041	HAMMER	07/14/2025	29.99	.00	
51	ACE HARDWARE	914345	CLOROX	07/16/2025	14.99	.00	
51	ACE HARDWARE	914580	MAGNETIC TAPE	07/18/2025	99.95	.00	
51	ACE HARDWARE	914880	WEED KILLER	07/22/2025	99.99	.00	
51	ACE HARDWARE	914939	DIGITAL 12"	07/22/2025	199.94	.00	
51	ACE HARDWARE	914969	6 X 1 1/4 PH FL WO	07/22/2025	3.78	.00	
51	ACE HARDWARE	915014	LIQUID NAIL, FENDER WASH &	07/22/2025	9.61	.00	
51	ACE HARDWARE	915083	PAINT & STRING	07/23/2025	58.97	.00	
51	ACE HARDWARE	915133	DIGITAL CALIBER	07/23/2025	49.99	.00	
51	ACE HARDWARE	915330	5 MM	07/25/2025	2.69	.00	
51	ACE HARDWARE	915331	BUNGEE CORD	07/25/2025	19.99	.00	
51	ACE HARDWARE	915332	NAILS	07/25/2025	13.98	.00	
51	ACE HARDWARE	915361	MARKER	07/25/2025	6.49	.00	
51	ACE HARDWARE	915408	SPRAYER	07/25/2025	5.49	.00	
51	ACE HARDWARE	915527	RESPIRATOR	07/28/2025	16.99	.00	
51	ACE HARDWARE	915537	BOLTS, NUTS & WASHERS	07/28/2025	5.24	.00	
51	ACE HARDWARE	915548	PAINT	07/28/2025	215.80	.00	
51	ACE HARDWARE	915569	BOLTS	07/28/2025	3.80	.00	
51	ACE HARDWARE	915578	WASHER SLIP JOINT	07/28/2025	.99	.00	
51	ACE HARDWARE	915620	O RINGS & WASHERS	07/28/2025	6.28	.00	
51	ACE HARDWARE	915654	STIHL 105 LINE	07/28/2025	16.99	.00	
51	ACE HARDWARE	915684	AIR KIT, PENCILS, & KNIFE	07/29/2025	46.06	.00	
51	ACE HARDWARE	915808	HEADLIGHT, PLIERS & SCREW	07/30/2025	54.96	.00	
51	ACE HARDWARE	915912	SPRAY BOTTLE, CARWAX & PO	07/30/2025	30.97	.00	
51	ACE HARDWARE	915931	TAPE & BOLTS	07/30/2025	31.92	.00	
51	ACE HARDWARE	915952	PRY BAR, POST HOLE DIGGER	07/31/2025	174.96	.00	
51	ACE HARDWARE	915990	COUPLE INSERT POLY	07/31/2025	1.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	916000	MOUNTING SQUARES	07/31/2025	9.99	.00	
51	ACE HARDWARE	916001	CLAMP	07/31/2025	6.98	.00	
51	ACE HARDWARE	916076	GLOVES	08/01/2025	24.99	.00	
51	ACE HARDWARE	916149	NAILS	08/01/2025	6.99	.00	
51	ACE HARDWARE	916332	SEAL KNOCKOUT	08/04/2025	3.87	.00	
51	ACE HARDWARE	916342	PLUG & SEAL	08/04/2025	5.57	.00	
51	ACE HARDWARE	916443	GLUE	08/05/2025	5.49	.00	
51	ACE HARDWARE	916484	PAINT, NAILS & STRAP HANGE	08/05/2025	37.95	.00	
51	ACE HARDWARE	916926	GRILL BRUSH, CLEANERS, PAP	08/09/2025	58.95	.00	
Total 51:					1,838.22	.00	
6900	ALDER ENVIRONMENTAL LLC	4921	SURFACE WATER TESTING	08/01/2025	3,092.19	.00	
Total 6900:					3,092.19	.00	
6524	ALPHAGRAPHS	IX-475671	TABLECLOTH	07/01/2025	350.17	.00	
6524	ALPHAGRAPHS	IX-482617	START BUS SUMMER SCHEDU	07/23/2025	443.96	.00	
Total 6524:					794.13	.00	
5726	AMAZON	14VL-4D7T-HT	CABLE, POWER BANK & CHAR	07/30/2025	458.38	.00	
5726	AMAZON	1DKY-M6NG-T	NAME TAPES	08/03/2025	27.96	.00	
5726	AMAZON	1GQF-KP14-N	WINDOW PASS THRU FOR COR	07/25/2025	77.85	.00	
5726	AMAZON	1JMC-QM9K-V	BELT LOOP, BATTERIES, , RAIL	07/16/2025	232.52	.00	
5726	AMAZON	1MHK-LT9K-T	CABLES, POWER SUPPLY, STAT	07/31/2025	557.86	.00	
5726	AMAZON	1PJC-R3X4-LK	DRESSER	07/30/2025	289.99	.00	
5726	AMAZON	1QH6-PQR1-J	TONER	08/01/2025	218.49	.00	
5726	AMAZON	1VMX-6K4W-	NAME TAPES	08/03/2025	27.96	.00	
Total 5726:					1,891.01	.00	
3530	AMSOIL INC #774148	23802088RI	DIESEL OIL	07/11/2025	8,871.39	.00	
Total 3530:					8,871.39	.00	
1783	AT&T	287259163099	PHONE SERVICE	07/08/2025	2,446.82-	.00	
Total 1783:					2,446.82-	.00	
4774	BIG R RANCH & HOME	000324/1	CLOTHES	07/30/2025	104.99	.00	
4774	BIG R RANCH & HOME	000325/1	LIGHT CLIP	07/30/2025	11.99	.00	
Total 4774:					116.98	.00	
3500	BISON LUMBER	2507-881750	MUD BOX & SCREWS	07/17/2025	35.13	.00	
3500	BISON LUMBER	2507-882282	SONOTUBE, LUMBER & FLOOR	07/23/2025	384.72	.00	
Total 3500:					419.85	.00	
21	BLACK HAWK INDUSTRIAL	11333197	GLOVES	07/24/2025	43.53	.00	
Total 21:					43.53	.00	
1560	BLUE SPRUCE CLEANERS,INC	JULY 2025	DRY CLEANING	08/01/2025	245.91	.00	
Total 1560:					245.91	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7394	BOLAND, ANITA	90125	350 N Millward - September Rent	09/01/2025	2,263.80	.00	
Total 7394:					2,263.80	.00	
6156	BUCKRAIL	4794	SUBSCRIPTION	08/04/2025	3,438.00	.00	
Total 6156:					3,438.00	.00	
7077	BURKHOLDER, SHAWN	90125	130 E Kelly ♦ September Rent	09/01/2025	2,141.61	.00	
Total 7077:					2,141.61	.00	
6769	CENTRALSQUARE	443070	FIELD OPS SUBSCRIPTION	07/29/2025	20.70	.00	
Total 6769:					20.70	.00	
544	CENTURYLINK	334064254-7	PHONE SERVICE	07/13/2025	66.48	.00	
544	CENTURYLINK	744722411	PHONES	07/20/2025	76.01-	.00	
Total 544:					9.53-	.00	
5322	CHARGEPOINT, INC	IN354717	EV CHARGERS	08/04/2025	3,620.00	.00	
Total 5322:					3,620.00	.00	
6001	CIVICPLUS	343527	SOCIAL MEDIA ARCHIVING	07/31/2025	5,781.51	.00	
Total 6001:					5,781.51	.00	
7667	COLEMAN, TATE	08052025	MEAL	08/05/2025	25.15	.00	
Total 7667:					25.15	.00	
260	COMMUNITY SAFETY NETWORK	08062025	SUPPORT CONTRACT	08/06/2025	33,333.34	.00	
Total 260:					33,333.34	.00	
514	CONRAD & BISCHOFF INC.	IN-802567-25	ETHANOL & DIESEL	07/28/2025	30,817.07	.00	
514	CONRAD & BISCHOFF INC.	IN-803081-25	DEF BULK	07/28/2025	662.50	.00	
Total 514:					31,479.57	.00	
4887	CONTROL SYSTEM TECHNOLO	11610	2024 FLOW DATA REPORT	07/21/2025	300.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11611	ADJUST WELL 7	07/21/2025	1,800.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11612	SPRING GULCH FLOW REPORT	07/21/2025	1,800.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11614	TROUBLESHOOT WELL 7	07/21/2025	600.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11615	UPDATE SERVERS	07/21/2025	600.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11618	ADD TOTALIZERS TO ALL WELL	07/28/2025	1,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11621	REPLACED WELL 8 COOLING F	07/28/2025	1,284.50	.00	
Total 4887:					7,884.50	.00	
7500	CONWAY, LARS	90125	145 Moose - September Rent	09/01/2025	2,500.00	.00	
Total 7500:					2,500.00	.00	
3272	COPYWORKS, LLC	250751	24 X 36	06/12/2025	191.40	.00	
3272	COPYWORKS, LLC	250812	FULL COLOR LARGE FORMAT	06/26/2025	33.46	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3272	COPYWORKS, LLC	250953	24 X 36	07/30/2025	139.80	.00	
Total 3272:					364.66	.00	
1691	CORE & MAIN LP	X213337	DRYING TUBE ASSEMBLY	07/03/2025	479.41	.00	
Total 1691:					479.41	.00	
3001	CREATIVE ENERGIES, LLC	11097	START BUS & KARNS MEADOW	07/30/2025	2,400.00	.00	
3001	CREATIVE ENERGIES, LLC	11097	WASTEWATER PLANT 1-3 & IPS	07/30/2025	6,000.00	.00	
3001	CREATIVE ENERGIES, LLC	11097	PUBLIC WORKS 1 & 2	07/30/2025	1,200.00	.00	
3001	CREATIVE ENERGIES, LLC	11097	SIMPSON AVE PARKING GARA	07/30/2025	600.00	.00	
3001	CREATIVE ENERGIES, LLC	11097	DELONEY RESTROOM	07/30/2025	600.00	.00	
3001	CREATIVE ENERGIES, LLC	11097	HOME RANCH EGUAGE	07/30/2025	1,200.00	.00	
Total 3001:					12,000.00	.00	
5777	CURTIS BLUE LINE	INV973867	INERT/TUBED/STREAM	07/30/2025	141.56	.00	
Total 5777:					141.56	.00	
7111	DAWSON INFRASTRUCTURE S	INV215797	HOPPER SEAL	07/15/2025	260.50	.00	
7111	DAWSON INFRASTRUCTURE S	INV215798	FREQUENCY DIVIDER	08/01/2025	615.58	.00	
7111	DAWSON INFRASTRUCTURE S	INV215810	HOSE, DEFLECTOR & WASHER	08/01/2025	3,391.98	.00	
Total 7111:					4,268.06	.00	
4918	DEAN'S PEST CONTROL LLC	102715	RODENT CONTROL	07/09/2025	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	103109	RODENT CONTROL	07/11/2025	60.00	.00	
4918	DEAN'S PEST CONTROL LLC	103136	RODENT CONTROL	07/30/2025	100.00	.00	
Total 4918:					270.00	.00	
7705	DEFENSIVE EDGE TRAINING &	4485	COURSE REGISTRATION	07/23/2025	1,100.00	.00	
Total 7705:					1,100.00	.00	
3408	E.R. OFFICE EXPRESS	23399	PAPER	07/08/2025	90.55	.00	
3408	E.R. OFFICE EXPRESS	23428	OFFICE SUPPLIES	07/24/2025	135.59	.00	
3408	E.R. OFFICE EXPRESS	23428	OFFICE SUPPLIES	07/24/2025	46.75	.00	
3408	E.R. OFFICE EXPRESS	23451	NOTARY STAMP	08/04/2025	35.99	.00	
Total 3408:					308.88	.00	
6092	ENERGY 1	53292	PLUMBING	07/25/2025	3,538.27	.00	
6092	ENERGY 1	53293	FORCED AIR COOLING	07/25/2025	18,459.24	.00	
Total 6092:					21,997.51	.00	
1134	ENERGY LABORATORIES INC.	724539	PHOSPHORUS	07/29/2025	183.00	.00	
1134	ENERGY LABORATORIES INC.	725150	OIL & GREASE	08/01/2025	172.00	.00	
Total 1134:					355.00	.00	
6753	ESRI, INC	900061341	ARCGIS ONLINE CREATOR	07/17/2025	700.00	.00	
Total 6753:					700.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6552	ETNA TRADE PARK LLC	90125	Star Valley Bus Storage - Septem	09/01/2025	4,062.00	.00	
	Total 6552:				4,062.00	.00	
81	EVANS CONSTRUCTION INC	258106	CONCRETE	07/24/2025	618.63	.00	
	Total 81:				618.63	.00	
7462	EVOLUTION CONSTRUCTION, L	1164	CONCRETE	08/04/2025	11,851.00	.00	
	Total 7462:				11,851.00	.00	
6544	FENNERN, ROBERT	073125	PHYSICAL	07/31/2025	155.00	.00	
	Total 6544:				155.00	.00	
3195	FERGUSON ENTERPRISES, IN	3852215	1/2 VB REP KIT	07/23/2025	53.96	.00	
3195	FERGUSON ENTERPRISES, IN	3856441	CONC ACT ASSY	07/23/2025	287.42	.00	
3195	FERGUSON ENTERPRISES, IN	3897308	URN	07/30/2025	13.98	.00	
3195	FERGUSON ENTERPRISES, IN	3897850	.5 GAL URN & BATTERY SENSO	07/30/2025	488.55	.00	
	Total 3195:				843.91	.00	
4294	FIRE SERVICES OF IDAHO	12608134-2	REMAINING BALANCE	03/20/2025	90.00	.00	
4294	FIRE SERVICES OF IDAHO	12617148	PARTIAL BILLING FOR PANEL	04/30/2025	2,141.62	.00	
4294	FIRE SERVICES OF IDAHO	12624808	SEMI-ANNUAL SERVICE OF FIR	06/25/2025	4,000.00	.00	
4294	FIRE SERVICES OF IDAHO	12630945	ALARM MONITORING	07/29/2025	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12630947	ALARM MONITORING	07/29/2025	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12630948	ANNUAL ALARM MONITORING	07/29/2025	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12630949	ALARM MONITORING	07/29/2025	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12630950	ALARM MONITORING	07/29/2025	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12630951	ANNUAL ALARM MONITORING	07/29/2025	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12631942	INVESTIGATE LEAK AT PARKIN	07/31/2025	2,639.63	.00	
	Total 4294:				11,031.25	.00	
4709	FLEETPRIDE	127265506	PADS	07/16/2025	426.23	.00	
4709	FLEETPRIDE	127293081	SENSOR	07/17/2025	437.92	.00	
4709	FLEETPRIDE	127337279	AIR DRYER CARTR	07/18/2025	527.92	.00	
4709	FLEETPRIDE	127545912	HOTSTART	07/28/2025	185.00	.00	
	Total 4709:				1,577.07	.00	
4119	FLOWMARK/HIGH TECH COMP	S112857	Filters	07/10/2025	636.06	.00	
	Total 4119:				636.06	.00	
4859	Flowpoint Envirmental systems	2511265	3" BERMAD PART	05/12/2025	1,105.54	.00	
	Total 4859:				1,105.54	.00	
6126	GARMIN USA	52795586	PREMIER PLAN	07/27/2025	64.95	.00	
	Total 6126:				64.95	.00	
4212	GILLIG LLC	41330121	SOLENOID & MODULE	07/16/2025	2,426.38	.00	
4212	GILLIG LLC	41333165	WINDSHIELD W TINT	07/24/2025	2,065.83	.00	
4212	GILLIG LLC	41335754	GAS SPRING & STUD	07/31/2025	51.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4212:					4,543.71	.00	
7497	GRIFFITH PARTNERSHIP LLC	90125	126 Aspen Dr - September Rent	09/01/2025	1,600.00	.00	
Total 7497:					1,600.00	.00	
4988	HD FOWLER COMPANY	I7077299	PLUGS & ADAPTERS	07/24/2025	807.06	.00	
4988	HD FOWLER COMPANY	I7081457	STIFFENER & TAPE MEASURE	07/29/2025	132.62	.00	
Total 4988:					939.68	.00	
7588	HEBDON EXCAVATION LLC	1525	DISPOSAL	07/25/2025	1,125.00	.00	
Total 7588:					1,125.00	.00	
96	HIGH COUNTRY LINEN	0516676	MATS	07/16/2025	308.79	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	9.62	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	1.38	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	3.90	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	6.10	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	7.20	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	1.38	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	3.90	.00	
96	HIGH COUNTRY LINEN	0516835	CLEANING	07/17/2025	5.83	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	20.54	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	97.15	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	12.00	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0518327	CLEANING	07/24/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0518327	CLEANING	07/24/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0518327	CLEANING	07/24/2025	1.38	.00	
96	HIGH COUNTRY LINEN	0518327	CLEANING	07/24/2025	3.90	.00	
96	HIGH COUNTRY LINEN	0518327	CLEANING	07/24/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0518327	CLEANING	07/24/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0518327	CLEANING	07/24/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0518327	CLEANING	07/24/2025	3.05	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	3.05	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	1.38	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	7.20	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	3.33	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	3.90	.00	
96	HIGH COUNTRY LINEN	0518327	Cleaning	07/24/2025	5.83	.00	
96	HIGH COUNTRY LINEN	0518969	MATS	07/28/2025	11.17	.00	
96	HIGH COUNTRY LINEN	0519650	Cleaning	07/30/2025	308.79	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	14.26	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	46.35	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	1.38	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	3.90	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	6.10	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	7.20	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	1.38	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	3.33	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	6.65	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	3.90	.00	
96	HIGH COUNTRY LINEN	0519793	IAUNDRY	07/31/2025	5.83	.00	
96	HIGH COUNTRY LINEN	0520358	LAUNDRY	08/04/2025	109.06	.00	
96	HIGH COUNTRY LINEN	0520439	Cleaning	08/04/2025	23.45	.00	
96	HIGH COUNTRY LINEN	S0516996	BAR MOP	07/17/2025	6.00	.00	
96	HIGH COUNTRY LINEN	S0518217	TOWELS & TOILET PAPER	07/23/2025	117.05	.00	
96	HIGH COUNTRY LINEN	S0518276	LIVI FT	07/23/2025	34.48	.00	
96	HIGH COUNTRY LINEN	S0519386	Cleaning	07/29/2025	28.40	.00	
Total 96:					1,435.77	.00	
503	HUNT CONSTRUCTION INC	8/11/1962	ASPHALT PATCH	07/24/2025	12,819.00	.00	
Total 503:					12,819.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	229130	BEADS	04/30/2025	1,700.00	.00	
Total 3323:					1,700.00	.00	
106	INTERSTATE BATTERY	950006661	BATTERIES	08/04/2025	572.80	.00	
Total 106:					572.80	.00	
618	IPRO TECH, LLC	INV288964	Annual LICENSE	07/01/2025	7,998.71	.00	
Total 618:					7,998.71	.00	
6954	IVY OUTDOOR SERVICES LLC	0000152	BUS ROUTE TRASH	08/01/2025	2,182.57	.00	
6954	IVY OUTDOOR SERVICES LLC	0000155	JULY TRASH SERVICE	08/01/2025	19,101.45	.00	
Total 6954:					21,284.02	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7163	JACKSON GROUP LOCKBOX	700437IF	CONNECTOR HOSE	07/21/2025	61.24	.00	
7163	JACKSON GROUP LOCKBOX	701622IF	DPF KIT	07/28/2025	2,325.00	.00	
7163	JACKSON GROUP LOCKBOX	701935IF	BRAKE PADS	07/29/2025	1,495.88	.00	
7163	JACKSON GROUP LOCKBOX	701935IFX1	BRAKE PAD	07/31/2025	747.94	.00	
7163	JACKSON GROUP LOCKBOX	702137IF	OIL & FUEL FILTER	07/31/2025	422.82	.00	
7163	JACKSON GROUP LOCKBOX	702245IF	SPINDLE	08/01/2025	114.04	.00	
Total 7163:					5,166.92	.00	
67	JACKSON HOLE HISTORICAL S	08062025	CONTRACT	08/06/2025	1,125.00	.00	
Total 67:					1,125.00	.00	
6474	JACKSON HOLE LAW, PC	2619	JULY SERVICES	07/31/2025	3,505.00	.00	
Total 6474:					3,505.00	.00	
131	JACKSON HOLE NEWS & GUID	379592	COMMUNITY SERVICE OFFICE	07/23/2025	608.00	.00	
131	JACKSON HOLE NEWS & GUID	379593	DEVELOPMENT COORDINATOR	07/23/2025	608.00	.00	
131	JACKSON HOLE NEWS & GUID	379594	TRANSIT SUPPLEMENTAL	07/23/2025	608.00	.00	
131	JACKSON HOLE NEWS & GUID	379595	FACILITIES OPERATOR	07/23/2025	608.00	.00	
131	JACKSON HOLE NEWS & GUID	379672	ORDINANCE 1442	07/30/2025	210.00	.00	
131	JACKSON HOLE NEWS & GUID	379673	SP MTG	07/30/2025	95.00	.00	
131	JACKSON HOLE NEWS & GUID	379674	WORKSHOP MTG	07/30/2025	250.00	.00	
131	JACKSON HOLE NEWS & GUID	379675	N&G	07/30/2025	657.00	.00	
131	JACKSON HOLE NEWS & GUID	379712	BOWEN	07/30/2025	30.00	.00	
131	JACKSON HOLE NEWS & GUID	379713	BOWEN	07/30/2025	30.00	.00	
131	JACKSON HOLE NEWS & GUID	379714	BOWEN	07/30/2025	30.00	.00	
131	JACKSON HOLE NEWS & GUID	379715	BOWEN	07/30/2025	30.00	.00	
131	JACKSON HOLE NEWS & GUID	379716	BOWEN	07/30/2025	35.00	.00	
131	JACKSON HOLE NEWS & GUID	379876	JHD	07/31/2025	1,704.50	.00	
131	JACKSON HOLE NEWS & GUID	379959	SURVEY	07/31/2025	1,194.00	.00	
131	JACKSON HOLE NEWS & GUID	380103	SP MTG	08/06/2025	220.00	.00	
131	JACKSON HOLE NEWS & GUID	380104	WAGE & POSITION	08/06/2025	405.00	.00	
Total 131:					7,322.50	.00	
114	JACKSON LUMBER INC	0001107704-00	LAG BOLTS, HAMMER DRILL BI	07/09/2025	347.00	.00	
Total 114:					347.00	.00	
7710	JOE & DOROTHY KUDAR	07282025	SETTLEMENT FOR DAMAGE TO	07/28/2025	3,000.00	.00	
Total 7710:					3,000.00	.00	
7442	JOE JOHNSON EQUIPMENT	P03050	ROCKER SWITCH & DOOR LAT	07/21/2025	111.46	.00	
7442	JOE JOHNSON EQUIPMENT	P03072	DOOR LATCH	07/29/2025	649.70	.00	
Total 7442:					761.16	.00	
139	JORGENSEN ASSOCIATES, PC	56479	WORK ON FLUID HAMMER PIP	07/07/2025	3,823.75	.00	
139	JORGENSEN ASSOCIATES, PC	56585	SEWER FLOW MONITORING	08/06/2025	2,533.75	.00	
139	JORGENSEN ASSOCIATES, PC	56649	INCLINOMETER MONITORING	08/01/2025	2,022.50	.00	
Total 139:					8,380.00	.00	
5537	KEENAN, PETER	90125	Virginian 55-4 - September Rent	09/01/2025	2,357.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5537:					2,357.50	.00	
7112	KJ'S SERVICES INVESTMENTS	90125	Alpine - September Rent	09/01/2025	2,940.00	.00	
7112	KJ'S SERVICES INVESTMENTS	90125	Alpine - September Internet	09/01/2025	35.00	.00	
Total 7112:					2,975.00	.00	
7593	LEGACY BUSINESS VENTURES	1276	RADON TEST	07/29/2025	800.00	.00	
Total 7593:					800.00	.00	
6836	LEONHARD, SEAN	07232025	TRAVEL	07/23/2025	154.00	.00	
Total 6836:					154.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	16140	DAMAGE RECOVERY UNIT	07/25/2025	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	16148	INSURANCE DEDUCTIBLE	08/04/2025	374.09	.00	
Total 2224:					1,374.09	.00	
156	LOWER VALLEY ENERGY INC	90125	355 W Deloney E5 - September R	09/01/2025	3,000.00	.00	
Total 156:					3,000.00	.00	
7048	M. NEILS ENGINEERING, INC	16994	CONSTRUCTION DOCUMENTS	07/29/2025	5,973.12	.00	
Total 7048:					5,973.12	.00	
677	MACY'S SERVICES	122816	PORTABLE TOILET & CLEANIN	07/31/2025	75.81	.00	
Total 677:					75.81	.00	
7709	MARTINELLI, JANINE	08052025	PHYSICAL	08/05/2025	145.00	.00	
Total 7709:					145.00	.00	
7708	MCDONOUGH, CHRIS	08052025	PHYSICAL	08/05/2025	130.00	.00	
Total 7708:					130.00	.00	
998	METROQUIP INC	P33726	FILTERS	07/28/2025	167.60	.00	
998	METROQUIP INC	P33797	FILTERS	07/31/2025	230.60	.00	
Total 998:					398.20	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7837053001	CLEANER, PAD, O RING, LOCK	07/17/2025	302.63	.00	
Total 4623:					302.63	.00	
257	NAPA AUTO PARTS INC.	323505	OIL FILTER	07/21/2025	4.55	.00	
257	NAPA AUTO PARTS INC.	323507	AIR & OIL FILTERS	07/21/2025	81.88	.00	
257	NAPA AUTO PARTS INC.	323509	BELT	07/21/2025	22.62	.00	
257	NAPA AUTO PARTS INC.	323628	AIR FILTER	07/21/2025	13.89	.00	
257	NAPA AUTO PARTS INC.	323672	OIL FILTER	07/21/2025	6.25	.00	
257	NAPA AUTO PARTS INC.	323807	AIR FILTER	07/21/2025	23.32	.00	
257	NAPA AUTO PARTS INC.	323857	AIR & FUEL FILTERS	07/22/2025	93.69	.00	
257	NAPA AUTO PARTS INC.	324034	AIR FILTER	07/22/2025	10.23	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	324133	BRAKE ROTO & PADS	07/22/2025	137.04	.00	
257	NAPA AUTO PARTS INC.	324154	AXLE SHAFT	07/22/2025	197.29	.00	
257	NAPA AUTO PARTS INC.	324228	BRAKE ROTOR	07/23/2025	153.00	.00	
257	NAPA AUTO PARTS INC.	324276	AIR FILTER	07/23/2025	28.52	.00	
257	NAPA AUTO PARTS INC.	324287	AIR FILTER	07/23/2025	10.23	.00	
257	NAPA AUTO PARTS INC.	324380	EXTENSION	07/23/2025	18.89	.00	
257	NAPA AUTO PARTS INC.	324545	CLEANERS	07/24/2025	39.66	.00	
257	NAPA AUTO PARTS INC.	324920	VALVE & BRAKE PADS	07/25/2025	198.16	.00	
257	NAPA AUTO PARTS INC.	325369	HOSE CLAMP	07/28/2025	4.26	.00	
257	NAPA AUTO PARTS INC.	325451	BRAKE ROTORS	07/28/2025	198.16	.00	
257	NAPA AUTO PARTS INC.	325496	TAPE	07/28/2025	6.98	.00	
257	NAPA AUTO PARTS INC.	325555	RELAY	07/28/2025	35.09	.00	
257	NAPA AUTO PARTS INC.	325720	BATTERY	07/29/2025	174.33	.00	
257	NAPA AUTO PARTS INC.	325745	BELT	07/29/2025	36.93	.00	
257	NAPA AUTO PARTS INC.	325797	BRAKE ROTORS	07/29/2025	196.18	.00	
257	NAPA AUTO PARTS INC.	325875	SOLENOID	07/29/2025	59.39	.00	
257	NAPA AUTO PARTS INC.	325907	BLOWER MOTOR W WHEEL	07/29/2025	88.26	.00	
257	NAPA AUTO PARTS INC.	325949	BLOWER MOTOR	07/29/2025	42.29	.00	
257	NAPA AUTO PARTS INC.	326067	WINDSHIELD PRIMER	07/30/2025	79.19	.00	
257	NAPA AUTO PARTS INC.	326089	PRIMARY WI	07/30/2025	153.90	.00	
257	NAPA AUTO PARTS INC.	326095	BELTS	07/30/2025	7.39	.00	
257	NAPA AUTO PARTS INC.	326097	IMPACT WRENCH	07/30/2025	475.00	.00	
257	NAPA AUTO PARTS INC.	326170	AIR FILTER, PADS, & BRAKE RO	07/30/2025	465.05-	.00	
257	NAPA AUTO PARTS INC.	326203	SOLENOID	07/30/2025	59.39	.00	
257	NAPA AUTO PARTS INC.	326211	FUSE HOLDER	07/30/2025	16.99	.00	
257	NAPA AUTO PARTS INC.	326258	MOLDING TAPE	07/30/2025	18.89	.00	
257	NAPA AUTO PARTS INC.	326269	HOLD DOWNS	07/30/2025	14.41	.00	
257	NAPA AUTO PARTS INC.	326482	SILENTGUARD	07/31/2025	41.99	.00	
257	NAPA AUTO PARTS INC.	326866	WATER PUMP	08/01/2025	107.61	.00	
257	NAPA AUTO PARTS INC.	327234	BELT	08/04/2025	19.84	.00	
257	NAPA AUTO PARTS INC.	327271	OIL FILTER	08/04/2025	15.71	.00	
257	NAPA AUTO PARTS INC.	327710	CID V6	08/05/2025	83.98	.00	
Total 257:					2,510.33	.00	
187	NELSON ENGINEERING	67879	WATER & SEWER MODELING	07/30/2025	2,892.50	.00	
187	NELSON ENGINEERING	67889	WELL 9 TESTING	07/31/2025	330.00	.00	
187	NELSON ENGINEERING	67930	SURVEYING	08/01/2025	1,247.50	.00	
Total 187:					4,470.00	.00	
7703	OUTBACK LANDSCAPE OF WY	52457	MOWING	07/31/2025	172.00	.00	
7703	OUTBACK LANDSCAPE OF WY	52458	MOWING	07/31/2025	354.00	.00	
Total 7703:					526.00	.00	
5707	PERFORM PRINTING LLC	TG1651	THERMAL PAPER	07/30/2025	2,945.55	.00	
Total 5707:					2,945.55	.00	
6260	POLISEO, FLOREN	08062025	REIMBURSE MAIL	08/06/2025	6.08	.00	
Total 6260:					6.08	.00	
6483	PREMIER TRUCK- SALT LAKE C	775707800	tubes	06/03/2025	188.52	.00	
6483	PREMIER TRUCK- SALT LAKE C	775737863	EXHAUST KIT	08/04/2025	1,072.83	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775707800	TUBE	08/04/2025	138.99-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6483:					1,122.36	.00	
7459	PVS DX, INC	737002196-25	CHLORINE	07/02/2025	2,408.31	.00	
Total 7459:					2,408.31	.00	
7066	R & A SAFETY LLC	47007	DRUG SCREEN	07/08/2025	90.50	.00	
7066	R & A SAFETY LLC	47039	DRUG SCREEN	07/07/2025	90.50	.00	
7066	R & A SAFETY LLC	47099	DRUG SCREEN	07/17/2025	90.50	.00	
7066	R & A SAFETY LLC	47110	DRUG SCREEN	07/21/2025	90.50	.00	
7066	R & A SAFETY LLC	47123	DRUG SCREEN	07/22/2025	90.50	.00	
7066	R & A SAFETY LLC	47142	DRUG SCREEN	07/28/2025	181.00	.00	
7066	R & A SAFETY LLC	47150	RANDOM DRUG SCREEN	07/29/2025	90.50	.00	
7066	R & A SAFETY LLC	47157	DRUG SCREEN	07/29/2025	90.50	.00	
Total 7066:					814.50	.00	
7460	RAMANATHAN, BRINDA	90125	355 W Deloney A5 - September R	09/01/2025	2,500.00	.00	
Total 7460:					2,500.00	.00	
7341	RICH, SAMUEL	0722252282	UNDERHOOD LIGHT	07/22/2025	221.95	.00	
7341	RICH, SAMUEL	0722252287	RATCHET	07/22/2025	126.00	.00	
7341	RICH, SAMUEL	0729252554	TRAYS & BUTANE TORCH	07/29/2025	169.50	.00	
7341	RICH, SAMUEL	0729252555	COLLAPSIBLE MAGNETIC DISH	07/29/2025	42.50	.00	
Total 7341:					559.95	.00	
4869	RIDGELINE EXCAVATION INC	2097	DOZER RENT	06/30/2025	5,000.00	.00	
4869	RIDGELINE EXCAVATION INC	2121	LOWER MANHOLE UPPER CAC	07/31/2025	2,183.93	.00	
4869	RIDGELINE EXCAVATION INC	2121	LOWER MANHOLE UPPER CAC	07/31/2025	2,183.93	.00	
4869	RIDGELINE EXCAVATION INC	24-9048	POWDERHORN MH REPAIR	08/30/2024	4,700.00	.00	
4869	RIDGELINE EXCAVATION INC	24-9048	POWDERHORN MH REPAIR	08/30/2024	2,089.53	.00	
Total 4869:					16,157.39	.00	
5672	RINK-TEC INTERNATIONAL, INC	6230	MAINTENANCE	07/10/2025	16,330.72	.00	
5672	RINK-TEC INTERNATIONAL, INC	6254	MAINTENANCE	07/31/2025	1,845.70	.00	
5672	RINK-TEC INTERNATIONAL, INC	6255	OIL PRESSURE CONTROL	07/31/2025	1,265.46	.00	
Total 5672:					19,441.88	.00	
2850	RT1 INC	07232025	POSTAGE	07/23/2025	27.03	.00	
Total 2850:					27.03	.00	
7203	SCHWARTZ, ANDY	06262025	LOBBYING SERVICES	06/26/2025	4,583.33	.00	
7203	SCHWARTZ, ANDY	07302025	LOBBYING SERVICES	07/30/2025	5,000.00	.00	
Total 7203:					9,583.33	.00	
6365	SIGN IT NOW INC	14263	SIGNS	07/30/2025	651.15	.00	
Total 6365:					651.15	.00	
4548	SILVER CREEK SUPPLY	0021997903-0	CENFLO, SWIVEL & ADAPTER	07/10/2025	601.58	.00	
4548	SILVER CREEK SUPPLY	0022151999-0	ROTOR	07/17/2025	14.39	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4548	SILVER CREEK SUPPLY	0022153406-0	ROTOR	07/17/2025	36.36	.00	
4548	SILVER CREEK SUPPLY	0022229256-0	SPRAY	07/22/2025	3.72	.00	
Total 4548:					656.05	.00	
4720	SILVERSTAR	654791 AUG 2	INTERNET	08/01/2025	869.73	.00	
4720	SILVERSTAR	AUG25-54639	CIRCUIT SERVICES	08/01/2025	2,736.96	.00	
Total 4720:					3,606.69	.00	
7106	SMITH PSYCHOLOGICAL SERVI	13112	EVALUATION	07/18/2025	400.00	.00	
Total 7106:					400.00	.00	
6491	SMITH, GREGORY J	07312025	PHYSICAL	07/31/2025	155.00	.00	
Total 6491:					155.00	.00	
5165	SMITH, PHILLIP	07232025	TRAVEL	07/23/2025	154.00	.00	
Total 5165:					154.00	.00	
7050	SOSA'S JANITORIAL SERVICE	0000180	JANITORIAL	07/01/2025	5,580.00	.00	
7050	SOSA'S JANITORIAL SERVICE	0000181	JANITORIAL	07/01/2025	675.00	.00	
Total 7050:					6,255.00	.00	
7546	SPACE EXPLORATION TECHNO	INV-USA-4929	AUGUST SERVICE	08/01/2025	495.00	.00	
Total 7546:					495.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334646746	FOOD	06/18/2025	260.97	.00	
Total 1505:					260.97	.00	
6838	SPSC POA - South Park Services	08012025	WATER & LOT FEE	08/01/2025	303.82	.00	
Total 6838:					303.82	.00	
7227	STEPHENS, TALON	07282025	MONTHLY IT HARDWARE PMT	07/28/2025	77.83	.00	
Total 7227:					77.83	.00	
7088	STONE, KIRK	90125	3585 Canadian ♦ September Rent	09/01/2025	3,241.35	.00	
Total 7088:					3,241.35	.00	
7076	SUSTAINABLE STRATEGIES DC	4559	CONSULTING	08/01/2025	7,500.00	.00	
Total 7076:					7,500.00	.00	
581	TETON COUNTY INTEGRATED	11143	CARDBOARD PICKUP	07/21/2025	261.00	.00	
581	TETON COUNTY INTEGRATED	JULY25-372	YARD WASTE	07/11/2025	1,557.00	.00	
Total 581:					1,818.00	.00	
6902	TETON COUNTY PUBLIC WORK	2025-12	TASK WORK ORDER #1 GRANT	08/07/2025	3,876.41	.00	
6902	TETON COUNTY PUBLIC WORK	2025-12	TASK WORK ORDER #2 STILSO	08/07/2025	7,784.37	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6902	TETON COUNTY PUBLIC WORK	2025-12	TASK WORK ORDER #2 TRANSI	08/07/2025	3,525.56	.00	
6902	TETON COUNTY PUBLIC WORK	2025-12	TASK WORK ORDER #3 PUBLIC	08/07/2025	2,573.07	.00	
6902	TETON COUNTY PUBLIC WORK	2025-12	TASK WORK ORDER #4 REAL E	08/07/2025	341.24	.00	
6902	TETON COUNTY PUBLIC WORK	2025-12	TASK WORK ORDER #5 CONST	08/07/2025	7,621.51	.00	
6902	TETON COUNTY PUBLIC WORK	PO 5324	TASK WORK ORDER #1 GRANT	07/16/2025	5,253.25	.00	
6902	TETON COUNTY PUBLIC WORK	PO 5324	TASK WORK ORDER #2 STILSO	07/16/2025	9,552.53	.00	
6902	TETON COUNTY PUBLIC WORK	PO 5324	TASK WORK ORDER #2 TRANSI	07/16/2025	2,904.72	.00	
6902	TETON COUNTY PUBLIC WORK	PO 5324	TASK WORK ORDER #3PUBLIC	07/16/2025	190.47	.00	
6902	TETON COUNTY PUBLIC WORK	PO 5324	TASK WORK ORDER #4 REAL E	07/16/2025	170.62	.00	
6902	TETON COUNTY PUBLIC WORK	PO 5324	TASK WORK ORDER #5 CONST	07/16/2025	7,236.46	.00	
Total 6902:					51,030.21	.00	
392	TETON LITERACY CENTER	06172025	CONTRACT	06/17/2025	27,044.99	.00	
392	TETON LITERACY CENTER	10042024	JULY-SEPT SUPPORT 2024	10/04/2024	6,700.00	.00	
Total 392:					33,744.99	.00	
268	TETON MOTORS INC	07222025	SUBARU FORESTER LIMITED	07/22/2025	34,000.00	.00	
268	TETON MOTORS INC	5113784 1	BELT	07/22/2025	26.34	.00	
268	TETON MOTORS INC	5113794 1	GENERATOR	07/23/2025	445.61	.00	
268	TETON MOTORS INC	5113812 1	BOLTS & NUTS	07/24/2025	18.68	.00	
268	TETON MOTORS INC	5113848 1	COMPRESSOR KIT, SEALS & B	07/29/2025	76.31	.00	
268	TETON MOTORS INC	5113879 1	COMPRESSOR KIT	07/30/2025	408.16	.00	
268	TETON MOTORS INC	5113911 1	GENERATOR	07/31/2025	445.61-	.00	
Total 268:					34,529.49	.00	
5895	TETON MOUNTAIN RANCH	2970	TREES & BRUSH	08/01/2025	1,125.00	.00	
Total 5895:					1,125.00	.00	
6992	TETON ROPE ACCESS AND SE	1371	ARBOR WORK	07/23/2025	900.00	.00	
Total 6992:					900.00	.00	
3162	TETON TRASH REMOVAL, INC.	25 AUG 495	TRASH	08/01/2025	120.00	.00	
Total 3162:					120.00	.00	
2694	TETON VALLEY NEWS	072569838	COMMUTER DRIVER AD	07/31/2025	124.10	.00	
Total 2694:					124.10	.00	
3955	THOMSON WEST	852297377	SUBSCRIPTION CHARGES	08/01/2025	604.60	.00	
3955	THOMSON WEST	852297377	SUBSCRIPTION CHARGES	08/01/2025	604.60	.00	
Total 3955:					1,209.20	.00	
70	THYSSEN KRUPP ELEVATOR C	6000813868	CONTRACT	07/25/2025	1,850.00	.00	
70	THYSSEN KRUPP ELEVATOR C	6000813868	CONTRACT	07/25/2025	4,843.22	.00	
Total 70:					6,693.22	.00	
6591	T-MOBILE	967529416 AU	INTERNET	08/01/2025	31.55	.00	
Total 6591:					31.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6363	TMSC LLC	2025-005-12	10, 15, 16, 21, 36, 40	08/03/2025	2,962.50	.00	
6363	TMSC LLC	2025-005-12-2	PUMP HOUSE OUTLET	08/03/2025	246.00	.00	
Total 6363:					3,208.50	.00	
5298	TOOLSON TELEPHONE, INC	10340	WORK ON PHONE LINE	07/23/2025	440.80	.00	
Total 5298:					440.80	.00	
7617	TRANSPORTATION MANAGEME	1156-05	5 YR TRANSIT DEV PLAN & STU	07/03/2025	20,514.06	.00	
Total 7617:					20,514.06	.00	
4503	TRAPHAGEN, JEROMIE	07282025	COMMAND COLLEGE MEALS &	07/28/2025	291.00	.00	
4503	TRAPHAGEN, JEROMIE	072825-2	FBINA MEETING TRAVEL	07/28/2025	102.00	.00	
Total 4503:					393.00	.00	
4848	WAMCO LAB, INC.	15122	TOXICITY TEST	07/31/2025	550.00	.00	
Total 4848:					550.00	.00	
7530	WARREN, JOE	07162025	COMPOSITE TOE SHOES	07/16/2025	100.00	.00	
Total 7530:					100.00	.00	
7550	WBC PROPERTIES	90125	Virginian 69-7 - September Rent	09/01/2025	2,150.00	.00	
Total 7550:					2,150.00	.00	
192	WEBER, MICHELLE	072825	FBINA MEETING MILEAGE	07/28/2025	102.00	.00	
Total 192:					102.00	.00	
6226	WEST COAST CODE CONSULT	UT24-579B-01	DEC REVIEWS	01/03/2025	1,650.00	.00	
6226	WEST COAST CODE CONSULT	UT25-579B-00	REVIEWS JUNE 2025	07/03/2025	3,320.00	.00	
6226	WEST COAST CODE CONSULT	UT25-579N-00	INSPECTION JUNE 20	07/07/2025	2,245.00	.00	
Total 6226:					7,215.00	.00	
1640	WESTERN STATE	CM00192947	CREDIT CUTTING EDGE, BOLT	07/16/2025	1,989.20-	.00	
1640	WESTERN STATE	IN003259477	VERTICLE HRVE	07/11/2025	500.20	.00	
1640	WESTERN STATE	IN003264660	CUTTING EDGE, BOLTS & NUTS	07/16/2025	1,876.60	.00	
1640	WESTERN STATE	IN003274231	SCREEN PLANT	07/24/2025	3,077.50	.00	
1640	WESTERN STATE	IN003277905	GLASS AS-BOT	07/28/2025	251.81	.00	
Total 1640:					3,716.91	.00	
472	WHITE GLOVE CLEANING, INC.	13174	JANITORIAL	07/31/2025	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	13176	CLEANING	07/31/2025	1,202.00	.00	
472	WHITE GLOVE CLEANING, INC.	13176	CLEANING	07/31/2025	125.00	.00	
472	WHITE GLOVE CLEANING, INC.	13201	JANITORIAL	07/31/2025	800.00	.00	
472	WHITE GLOVE CLEANING, INC.	13203	JANITORIAL	07/31/2025	125.00	.00	
Total 472:					2,652.00	.00	
7207	WILSON, BRIAN	03052025	CDL PHYSICAL REIMBURSEME	03/05/2025	155.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7207:					155.00	.00	
6117	WILSON, JOHN	90125	Wildflower Court - September Ren	09/01/2025	2,200.00	.00	
Total 6117:					2,200.00	.00	
7696	WINDCAVE INC	2932060	DEVICE FEE	06/30/2025	4.92	.00	
7696	WINDCAVE INC	2957745	DEVICE FEE	07/31/2025	10.00	.00	
Total 7696:					14.92	.00	
4198	WYOMING FIRST AID & SAFETY	9000983	first aid kit resupply	07/23/2025	324.12	.00	
Total 4198:					324.12	.00	
7516	WYOMING IMMIGRANT ADVOC	EJ-1008	HEALTH & HUMAN SERVICES F	08/01/2025	3,750.00	.00	
Total 7516:					3,750.00	.00	
1764	WYOMING.COM INC	2289865	DOMAIN HOSTING	08/05/2025	5.00	.00	
Total 1764:					5.00	.00	
2842	YELLOW IRON WASTE, LLC	250701740849	TRASH	06/30/2025	120.00	.00	
2842	YELLOW IRON WASTE, LLC	250701741011	TRASH	06/30/2025	100.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052234	TRASH	07/31/2025	40.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052286	TRASH	07/31/2025	50.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052400	TRASH	07/31/2025	100.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052660	TRASH	07/31/2025	200.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052670	TRASH	07/31/2025	152.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052681	TRASH	07/31/2025	520.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052688	TRASH SERVICE	07/31/2025	637.50	.00	
2842	YELLOW IRON WASTE, LLC	250729052709	TRASH	07/31/2025	240.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052758	TRASH	07/31/2025	265.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052770	TRASH	07/31/2025	430.00	.00	
2842	YELLOW IRON WASTE, LLC	250729052777	TRASH	07/31/2025	216.00	.00	
2842	YELLOW IRON WASTE, LLC	353	TRASH SERVICE	06/30/2025	100.00	.00	
Total 2842:					3,170.50	.00	
Grand Totals:					557,383.54	.00	

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.
- Only unpaid invoices included.

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Standard Contract Consideration for Approval	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to review and consider contracts to which the Town of Jackson would be a party.

Requested Action.

Staff request that the Council review and consider the contracts included with the staff report.

Recommendations.

Staff recommend that the Council approve the contracts included with this staff report.

Background, Analysis, and Key Policy Questions.

1. Primary Lease Agreement with Primary Landlord

- *Purpose:* The purpose of this Primary Lease Agreement is to secure long-term housing for Town of Jackson staff. The Town has leased this property since 2018, and the current lease expires February 28, 2026. With execution of this Agreement, the Town will secure the property for two more years (2028) with an option to renew for an additional two years (2030).
- *Term:* March 1, 2026 through February 29, 2028.
- *Cost and Payment Terms:* The Town will pay \$2400/month in rent. Rent is due on the first day of each month. When a Town employee occupies the unit, they are responsible for the rent payments.
- *Department & Budget Detail:* This item is for the Internal Services Department and is included in the Departmental budget for the Employee Housing Fund for the Master Lease line item.
- *Additional Staff Time:* This Agreement took longer to negotiate than normal and required 5 additional hours from the Internal Services and Legal Department staff.

2. Amendment to the Agreement with Windcave, Inc.

- *Purpose:* The purpose of this item is for the Council to consider an amendment to the existing contract with Windcave, Inc. to enable customer mobile payment, i.e., the ability for parking garage users to pay for parking via an application on a smartphone and for the Town to issue electronic parking permission if desired. The ability for the Town to issue electronic parking permission for special events could be beneficial, and whether this feature will be implemented will be discussed as part of staff's parking garage update within 9-12 months of fee implementation.
- *Term:* Two-year initial term with automatic 2-year renewals, unless the Town notices termination within 90-days of the renewal date.
- *Cost and Payment Terms:* The existing cost per transaction is \$0.06 at the parking garage and adding the mobile payment feature would add \$0.09 to each transaction *for transactions that use mobile pay*, increasing the total cost for the Town for mobile pay transactions \$0.15. Because the system has been operating in test mode, we do not have a strong sense of the number of mobile pay users. As noted, the transaction cost increase of \$0.09 will only be charged for individuals who choose the mobile payment

option, and the ability to use mobile pay is controlled by a QR code printed on the ticket (issued by the machine or by the Town via e-mail).

- *Department & Budget Detail:* This item is for the Joint Transportation Division and is included in the Departmental budget for the Parking Garage line item.

3. Contract with Harmony Design Inc.

- *Purpose:* The purpose of this Contract is to provide civil engineering and landscape architecture services for the Phase 1 design of Karns Meadow Park. The Karns Meadow Park Master Plan, approved in December 2024, includes schematic-level plans for proposed amenities and improvements. This design Contract will advance those plans to construction-ready documents. Phase 1 includes the design and engineering of improvements outlined in the Conditional Use Permit, excluding improvements along Snow King Avenue and the Snow King Avenue–Flat Creek pedestrian bridge. These latter elements will be addressed in a future phase, following design decisions related to the broader Snow King Avenue roadway corridor.
- *Term:* The date of execution until December 31, 2026.
- *Cost and Payment Terms:* The Contract price is not to exceed \$167,184, paid after detailed, appropriate invoices evidencing the services performed.
- *Department & Budget Detail:* This item is for the Parks and Recreation Department and is included in the Fiscal Year 2026 budget to be covered exclusively by Town of Jackson Park exactions (a special revenue fund with \$600,000 budgeted in Fiscal Year 2026).

4. Contract with EcoConnect Consulting

- *Purpose:* The purpose of this contract is to retain a wetland scientist to prepare the Habitat Enhancement Plan as part of the Phase 1 design for Karns Meadow Park. The Karns Meadow Park Master Plan, approved in December 2024, anticipates minor disturbances to wetlands within the Park. As required by the Town of Jackson Land Development Regulations, these impacts must be mitigated through a formal Habitat Enhancement Plan.
- *Term:* The date of execution until December 31, 2026.
- *Cost and Payment Terms:* The Contract price is not to exceed \$7,000, paid after detailed, appropriate invoices evidencing the services performed.
- *Department & Budget Detail:* This item is for the Parks and Recreation Department and is included in the Fiscal Year 2026 budget to be covered exclusively by Town of Jackson Park exactions (a special revenue fund with \$600,000 budgeted in Fiscal Year 2026).

The key policy question with respect to each contract listed above is whether the Town Council approves of the agreement as presented by staff.

Possible Alternatives.

For each contract included with the staff report the Council has the option to:

- A. Direct staff to negotiate different terms or conditions with the contracting party.
- B. Not to enter the contract.

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

The fiscal impact for each contract is set forth above.

Staff Impact.

The primary impact on staff for contracts falls in the Legal Department, and averages 3 hours for each contract. Secondary impacts on staff for contracts are felt in each department to which the contract is relevant, and averages two hours for each contract.

Attachments or Links.

The contracts in the order listed above are attached to the staff report as follows:

1. Primary Lease Agreement with Primary Landlord
2. Amendment to the Agreement with Windcave, Inc.
3. Contract with Harmony Design Inc.
4. Contract with EcoConnect Consulting

Suggested Motion.

1. I move to approve the Primary Lease Agreement with Primary Landlord.
2. I move to approve the Amendment to the Agreement with Windcave, Inc.
3. I move to approve the Contract with Harmony Design Inc.
4. I move to approve the Contract with EcoConnect Consulting.

PRIMARY LEASE AGREEMENT
(Wildflower Court)

This Primary Lease Agreement ("**Lease**" or "**Primary Lease**") is made and entered into this _____ day of _____, 2025, by and between [REDACTED] ("**Landlord**") and the Town of Jackson, a municipal corporation of the State of Wyoming ("**Tenant**"). Landlord and Tenant are each a "**Party**" to the Lease and are collectively the "**Parties**."

RECITALS

WHEREAS, Landlord is the owner of certain real property, residential unit, and improvements located at [REDACTED], Jackson, WY;

WHEREAS, Landlord desires to lease the real property, residential unit, and improvements located at 2022 Wildflower Court, Jackson, WY (collectively the "**Premises**");

WHEREAS, Tenant desires to lease the Premises; and

WHEREAS, the Parties desire to enter into a written lease agreement providing the terms, covenants and conditions for the lease and occupancy of the Premises by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the Parties, the Parties agree as follows:

1. LEASE. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises according to the terms and conditions of this Lease.

2. TERM. The Lease shall be for two (2) years, commencing on March 1, 2026 and ending on February 29, 2028, unless sooner terminated as provided herein. If Tenant is not in default in any manner with respect to the terms and conditions of the Lease, the Lease shall extend for additional subsequent terms of two (2) years under the same terms and conditions provided herein.

3. RENT. Tenant agrees to pay Landlord monthly rent in the amount of \$2400.00 for the term of the Lease. The first rent payment shall be due and payable on _____, 20____. All subsequent rent payments are due and payable on the first day of each month. If rent is not paid by the seventh day of each month, a late charge of \$30.00 shall be due. Late charges shall continue to accrue, after the seventh day, at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. Any late charges due will be considered additional rent. Tenant may prepay the rent in advance for the term of the Lease or any portion of the term of the Lease. All monthly payments shall be made to Landlord by ACH payment set up through the Town Finance Department.

4. SECURITY DEPOSIT. At the time of execution of this Lease, Tenant shall pay a security deposit of \$2,000.00, which shall be retained by Landlord to be used for any damages other than normal wear and tear caused by Tenant, any missing or damaged furnishings, furniture, or items, other than normal wear and tear, from the Premises, any unpaid rent or charges, for abandonment of the Premises, for unpaid utility bills, cleaning expenses required to return the Premises to as good a condition as it was upon commencement of this Lease, or to the extent permitted by Wyoming law for any other costs or damages

sustained by the Landlord by reason of the failure of the Tenant to comply with any terms, provisions, covenant or agreement contained in this Lease. It is understood that the Security Deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Landlord shall not be obligated (although it may do so at its option) to apply this security deposit to any unpaid rent or portion thereof. Landlord shall return that portion of the security deposit not used to Tenant no later than thirty (30) days following vacation of the Premises by the Tenant, provided that if there is damage to the Premises to which the Security Deposit is being applied, this time period shall be extended by an additional thirty (30) days. Tenant shall be liable for any damages or expenses owed in excess of the Security Deposit. The security deposit shall be made to Landlord by ACH payment set up through the Town Finance Department.

5. SUBLEASE. Tenant has the right to sublease the Premises subject to the following terms and conditions:

- a. Sublessees. Tenant may sublease the Premises to Town of Jackson employees or contractors, to Teton County employees or contractors, or other persons locally employed and approved by the Town of Jackson.
- b. Compliance with Primary Lease. Sublessee shall be subject to and bound by the terms and conditions of the Primary Lease as if sublessee entered and executed the Primary Lease themselves. Notwithstanding the foregoing, Tenant will remain solely responsible to Landlord regarding Section 3, Rent, Section 4, Security Deposit, and any other monetary obligation. Tenant and sublessee shall be jointly and severally responsible for all other terms and conditions of the Primary Lease.
- c. Other Occupants. The sublessee may occupy and reside in the Premises alone, or with their spouse, partner, immediate family member, or with a housemate if agreed to in writing by Tenant. The rights of any permitted occupants are governed by the terms and conditions of the Primary Lease and such rights shall expire or terminate at the same time the sublessee's rights expire or terminate.

6. USE OF PREMISES. Tenant agrees and acknowledges that their use of the Premises is conditioned upon the following, and any violation thereof shall be deemed a violation of this Lease:

- a. Do not use the Premises contrary to any law or ordinance now or hereafter in force.
- b. Do not place auxiliary structures of any kind on the Premises without the express written consent of the Landlord.
- c. Do not engage in or permit illegal activities, disorderly conduct, abusive language, unlawful noise, or otherwise disturb other residents at the Premises or neighbors.
- d. Do not conduct business activities of any kind at the Premises without the express written consent of the Landlord.
- e. Shall keep radios, televisions, stereos, other audio devices, etc., at a level of sound that does not annoy or interfere with other residents or neighbors.
- f. Do not permit any liens or security interests be filed against the Premises.

7. ALTERATION AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the Premises without the advance express written consent of the Landlord.

8. REPAIR AND MAINTENANCE. Tenant shall, during the term of this Lease and any extension thereof, keep the interior of the Premises in as good order as it was at the time of the commencement of this Lease, reasonable wear and tear and damage by elements or accidental fire or other casualty excepted.

Tenant will immediately notify Landlord of any damage to the Premises or its contents, or to any inoperable equipment or appliances and the Landlord shall promptly, at its expense, cause such damage or inoperable equipment or appliance to be repaired; provided, however, Tenant has provided a washer and dryer for the Premises, which Tenant shall maintain, repair and replace, if necessary. Tenant will be responsible for any damage caused by the Tenant or Tenant's sublessees, and the Tenant's or sublessee's family members, invitees, or guests. Tenant agrees to be responsible for the following maintenance of the Premises, and acknowledges that any violation thereof shall be deemed a violation of this Lease:

- a. Keep all windows, glass, window treatments, doors, locks, and hardware in good, clean order and repair.
- b. Do not obstruct or cover the windows or doors, with the exception of conventional window treatments.
- c. Do not leave windows or doors in an open position during inclement weather.
- d. Do not hang laundry, clothing, sheets, etc. from any window, rail, porch, or balcony, nor air or dry any of same within any yard area.
- e. Do not cause or permit any locks or hooks to be placed upon any door, except for child locks.
- f. Take reasonable precautions to avoid freezing pipes and plumbing fixtures.
- g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use the same only for the purposes for which they were constructed. No sweepings, rubbish, sand, rags, ashes, or other substances shall be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.
- h. Deposit all trash, garbage, rubbish, and refuse in the locations provided therefor and not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building.
- i. Keep the Premises, both inside and out, in good, clean, and sanitary condition.
- j. Do not store or accumulate items along the exterior walls.
- k. Do not paint any portion of the Premises without express written consent of Landlord.
- l. Keep all fences and gates in a state of good repair.

9. ENVIRONMENTAL CONDITIONS.

- a. Initial Radon Test. This Lease is expressly subject to the condition precedent of Landlord providing Tenant with a copy of a written radon test report, conducted in accordance with applicable state and federal guidelines for radon measurement and indicating radon concentration levels at or below the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, dated no less than 24 months prior to commencement of the Lease.
- b. Radon Testing During the Lease. During the term of the Lease, Landlord shall conduct radon testing of the Premises, in accordance with applicable state and federal guidelines for radon measurement, no less than 24 months from the last radon test completed by Landlord and shall provide Tenant with a copy of the written radon test report. In the event that the Landlord's radon test or Tenant's radon test indicates radon concentration levels at or above the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, and Landlord does not complete necessary mitigation measures to reduce

radon levels to below the recommended threshold within a reasonable period, Tenant may elect to terminate this Lease without penalty.

10. LEAD DISCLOSURE. *Housing built before 1978 may contain lead-based paint, which can pose health hazards if not managed properly. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint hazards in the housing premises and provide a federally approved pamphlet on lead poisoning prevention.*

() The Premises were built prior to January 1, 1978. Prior to commencement of the Lease, Landlord shall provide Tenant with a lead disclosure form and a copy of the current federally approved pamphlet on lead poisoning prevention

() The Premises were built after January 1, 1978. No lead disclosures required.

11. SNOW REMOVAL. Tenant is responsible for all ice and snow removal at the Premises. .

12. YARD MAINTENANCE. Tenant is responsible for maintaining the yard, including appropriate mowing and watering of the lawn, and maintenance and service of the sprinkler system, including the spring startup and winterization of the system. Tenant will be responsible for any repair or damage caused by misuse, abuse, or neglect of the sprinkler system. Tenant shall promptly notify Landlord of any yard or sprinkler system issues.

13. UTILITIES. Tenant is responsible and shall pay for all utilities for the Premises that may be necessary or desirable not included in the homeowners association fees, including, but not limited to, power, gas, water, sewer, and internet.

14. CARPET CLEANING. Tenant shall either clean the carpets with a carpet shampooer/steamer or have the carpets professionally cleaned prior to vacating the Premises. If Tenant fails to clean the carpets satisfactorily or altogether, Landlord reserves the right to deduct from the Security Deposit the cost to have the carpets professionally cleaned.

15. HOMEOWNERS ASSOCIATION FEES AND PROPERTY TAXES. Landlord is solely responsible for any homeowners association fees. Landlord shall pay all property taxes on the Premises as they become due and payable.

16. CONVENANT OF QUIET ENJOYMENT. The Landlord covenants that the Tenant, upon paying rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the Premises hereby leased during the term hereof. Tenant will not commit any nuisance or act which may disturb the quiet enjoyment of any neighbors.

17. OVERNIGHT GUESTS. Overnight guests of sublessees may stay in or on the Premises for no more than seven (7) consecutive nights. No overnight visitation by a guest who has visited for a seven (7) night period may occur more than twice during each year of the Lease. For purposes of enforcing these terms, Tenant agrees to maintain current license plate information for all sublessees residing in the unit.

18. ANIMALS. Pets, including service animals and assistance animals, shall be allowed in accordance with Wyoming State and Federal law, the Town of Jackson Municipal Code, and the

homeowners association covenants, conditions, and restrictions for the Premises. No separate animal deposit is required. Tenant may be liable for any damage caused by an animal to the extent allowed under Wyoming State and Federal law.

19. SMOKING. No smoking is permitted in or on the Premises at any time.

20. PARKING. Tenant's sublessees shall only park in spaces designated by the Landlord.

21. INSPECTION/ENTRY. Landlord shall have the right to enter the Premises for reasonable inspections, to make any agreed upon or necessary repairs/improvements, to show the Premises to prospective Tenants or contractors, if Landlord believes the Premises have been abandoned, or where other good cause exists to enter. The Landlord shall give Tenant and Tenant sublessee's at least twenty-four (24) hours advance notice of entry, except in the event of a emergency or where other cause exists. For major repairs or improvements that will disrupt the occupancy of the Tenant or sublessees thereof for more than one (1) day, the Landlord shall give Tenant and Tenant sublessee's at least seven (7) days advance notice of entry. Notwithstanding the foregoing, Landlord shall have the right to enter and inspect the Premises and take appropriate action without advance notice in the event of any emergency. Landlord further reserves the right of entry and access to the back portion of the Premises and the outdoor storage shed on the Premises without prior notice.

22. INSURANCE. Landlord shall maintain, at its expense, fire, comprehensive general liability, and extended "all-risk" coverage on the Premises.

23. RENTER'S INSURANCE. Landlord shall not be responsible for loss, destruction, or damage to Tenant's or Tenant's sublessee's personal property regardless of the cause. Tenant shall ensure that all sublessees of the Premises have knowledge of the option to obtain a renter's insurance policy. Landlord and Tenant shall have no responsibility for payment of any renter's insurance policy by a sublessee.

24. CASUALTIES TO PREMISES. If the Premises shall be damaged by fire, elements, unavoidable accident, severe environmental condition or other casualty, without the fault or negligence of Tenant or Tenant's sublessee, and the Premises are not thereby rendered untenantable in whole or in part, Landlord shall promptly, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Premises shall be rendered untenantable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Premises rendered untenantable. If, by reason of such occurrence, the Premises shall be rendered wholly untenantable, Landlord shall promptly cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Premises shall be rendered wholly untenantable by reason of such occurrence and the Premises cannot be repaired within ninety (90) days from the date such damage occurs, Landlord or Tenant shall at their option have the right to declare the balance of the term of this Lease to be null and void. In the event that the Premises must be repaired due to damage caused by Tenant or Tenant's sublessee, Tenant shall be responsible for timely reimbursing Landlord for said repair(s) upon receipt of an invoice specifying the repair and cost therefor.

25. TERMINATION. Either party may terminate this Lease at any time upon one (1) year prior written notice. If the Lease is terminated pursuant to this section, or pursuant to any other section of the

Lease, Tenant will be responsible to pay rent for the entire month in which they last occupy the Premises, even after they have vacated the Premises. However, if after the Tenant vacates the Premises and the Landlord places another tenant into the Premises during that month, then Tenant will be obligated to pay prorated rent only up to the date the new tenant takes occupancy of the Premises. In the event of any termination, Tenant and any occupants are bound and shall abide by the terms and conditions of this Lease until they vacate the Premises.

26. SURRENDER. Upon the termination of this Lease, Tenant shall quit and surrender the Premises in as good condition and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted, and shall have the Premises cleaned by a professional cleaner.

27. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, assigns, and legal representatives.

28. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made other than those set forth herein.

29. WAIVER. The waiver by the Landlord or Tenant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either the Landlord or the Tenant, except by appropriate written agreement duly executed by both Parties.

30. DEFAULT. Tenant shall be in default if the Tenant fails to pay any part of the rent herein provided, or any other sum required by the Lease to be paid to the Landlord at the times or in the manner provided under the Lease or otherwise, or where any other covenant, term, or condition of this Lease is materially violated, whether by Tenant or Tenant's sublessee. If default is not cured within ten (10) days of notice from Landlord to Tenant, then Landlord may immediately terminate this Lease, provided that if by its nature the default cannot be cured within ten (10) days, but if Tenant commences the cure within that time period and perfects it thereafter as agreed by the Parties, no immediate termination may be effectuated. The Landlord reserves all rights and remedies available to them under the law in the event of default.

31. INDEMNIFICATION. Landlord and Tenant shall not be liable for any injury, or loss to person or persons occurring on the Premises unless such act is the result of the negligence of the Landlord or Tenant. The Landlord and Tenant agrees to jointly hold each other harmless from any claims for damages for any injury or loss to person or persons occurring on the Premises, except for injury or loss caused by the negligence of each respective party.

32. GOVERNMENTAL IMMUNITY. Tenant does not waive their governmental immunity by entering into this Lease, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

33. ATTORNEY'S FEES. Landlord and Tenant agree that in the event either party incurs court costs or attorney's fees by reason of default or breach by the other party, the prevailing party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

34. NOTICES. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this provision.

LANDLORD

[REDACTED]

Jackson, WY 83001

Email: [REDACTED]

TENANT

Town of Jackson

P.O. Box 1687

Jackson, WY 83001

employeehousing@jacksonwy.gov

35. SEVERABILITY. If any part of this Lease shall be construed to be unenforceable, invalid, or illegal, such unenforceability, invalidity, or illegality shall not affect any other provisions and they shall remain in full force and effect.

36. ENTIRE AGREEMENT. This Lease constitutes the complete and entire agreement between the Parties and may be modified only in writing duly signed by the Parties.

37. LAW AND JURISDICTION. This Lease shall be construed in accordance with the laws of the State of Wyoming. Any litigation arising under the terms of the Lease shall be in the state courts of the State of Wyoming, Ninth Judicial District. Any forcible entry and detainer action shall be brought in the Circuit Court of Teton County, Wyoming.

38. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders when the context so requires. This Lease 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.

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

40. AUTHORITY. The Parties executing this Lease warrant and represent they are duly authorized to execute and deliver this Lease.

41. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via 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 Lease as well as any facsimile or other reproduction hereof.

42. INCORPORATION OF RECITALS. All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

IN WITNESS WHEREOF, each Party acknowledges they have read and understood all the terms of this Lease and hereby agree to be bound thereby. The Parties further acknowledge that they were under no duress in signing this Lease and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

LANDLORD:

██████████

TENANT:

Town of Jackson

Arne Jorgensen, Mayor

Attest:

Riley Hovorka, Clerk

WINDCAVE INC. – AMENDMENT TO AGREEMENT FOR THE WINDCAVE SOLUTION Town of Jackson, Wyoming	
DATED this 4th^h day of August 2025	
PARTIES	
WINDCAVE INC. (Windcave) Contact Details for Notices: Physical Address: 1601 N. 7 th St., Suite 420, Phoenix, AZ 85006 Postal Address: 1601 N. 7 th St., Suite 420, Phoenix, AZ 85006 Email: contracts@windcave.com Phone: +1 310 670 7299 Fax: +1 310 670 7298 CustID: 136479	
Town of Jackson, Wyoming (Customer) Contact Details for Notices: Physical Address: 150 East Pearl Avenue Jackson, Wyoming 83001 Postal Address: PO Box 1687 Jackson, Wyoming 83001 Email: cfrei@tetoncountywy.gov Phone: 307-732-8498	
AGREEMENT	
1. Windcave is a provider of real time payment processing solutions in the USA. Windcave has agreed to supply solutions to Customer in accordance with the terms and conditions set out in the agreement between the Parties described below ("Agreement"), which this document (hereafter the "Amendment") amends. 2. This Amendment to the original Agreement consists of this agreement page, and Schedule 2, which contains the Amendment to the Agreement for the Windcave Solution. 3. It is intended that further supplies of solutions may be made and will be governed by the Agreement and this Amendment. The attached schedules, or any schedules completed and signed after the date of this Agreement but referring to this Agreement, are a part of this Agreement	
TERM	
AGREEMENT START DATE: June 1, 2025 AMENDMENT DATE: August 4, 2025	
SIGNED for and on behalf of WINDCAVE INC. by: Signature Name/Title Date	SIGNED for and on behalf of Town of Jackson, Wyoming by: Signature Name/Title (Director / Authorized Signatory) Date

SCHEDULE 2 – AMENDMENT TO THE AGREEMENT FOR THE WINDCAVE SOLUTION

1. GENERAL	
This Amendment is made to the Windcave Agreement dated June 1, 2025 (the "Agreement"). This Amendment is effective as of August 4,, 2025 ("Effective Date") by and between ("Customer") Town of Jackson, Wyoming and Windcave Inc. ("Windcave"); collectively referred to as the "Party" or "Parties". WHEREAS, the Parties desire to clarify, amend and modify certain terms and conditions of the Agreement as set forth in this Amendment. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows: Establishment Fee: If Windcave needs to configure or change additional electronic merchant numbers on the Windcave Host, there is a fee of \$waived per merchant account. SKIDATA SWEB Fee: Transactions in each calendar month charged at the rate of \$0.15 per Transaction. 1. Capitalized Terms. Unless otherwise provided herein, all capitalized or defined terms shall have the same meanings set forth in the Agreement. 2. Conflict. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control. 3. Full Force and Effect. Except as specifically modified and amended in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. 4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.	
2. EXECUTION	
SIGNED for and on behalf of WINDCAVE INC. by: _____ Signature _____ Name/Title _____ Date	SIGNED for and on behalf of Town of Jackson, Wyoming. by: _____ Signature _____ Name/Title (Director / Authorized Signatory) _____ Date

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") dated as of _____, 2025 ("**Effective Date**"), is by and between the Town of Jackson, Wyoming, P.O. Box 1687 Jackson, Wyoming 83002 ("**Town**"), and Harmony Design, Inc., P.O. Box 369 Driggs, Idaho 83422 ("**Contractor**").

1. Statement of Services

Contractor shall provide executive director professional services to Town. The professional services are set forth in **Exhibit A, Scope of Work ("Services")**, which is incorporated as if fully set forth herein.

2. Term

The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2026 ("**Term**"). Contractor or Town may terminate this Agreement at any time by giving the other ten (10) days prior written notice of termination; provided, however, that all compensation earned and costs incurred prior to such termination shall be payable to Contractor.

3. Compensation

The Town agrees to pay Contractor, as compensation for all of the Services for the Term, a total amount that shall not, in any event, exceed \$167,184 ("Cap Amount"). It is specifically understood and agreed by Contractor that the Cap Amount for the Services is a "not to exceed" amount for completion of all of the Services and work done by Contractor for Town. If work beyond the Services are desired, they shall be agreed to in writing prior to the Contractor embarking on them. Compensation for the listed scope of services will be paid on a time and materials basis at the Contractor's standard hourly rates plus reimbursable expenses as shown in **Exhibit B, Cost Schedule**, which is incorporated as if fully set forth. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours over which Services are performed in any given period of time. Contractor shall submit properly detailed, appropriate invoices evidencing the Services performed to Town on or before the 10th of each month. All invoices are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. Payment not received within 45 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge applied to outstanding balances including late charges. Town may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

4. Independent Contractor Status

It is understood and agreed that Contractor will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Contractor will not be considered an employee, partner, agent, or joint venture partner of Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor shall not be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security. Neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

5. Insurance

Contractor shall cause Town to be listed as an additional insured on any applicable general liability insurance policy carried by Contractor. Contractor shall procure and maintain insurance as set forth below.

- Professional liability insurance with minimum coverage of one million dollars (\$1,000,000);

- General liability coverage of one million dollars (\$1,000,000) per occurrence / two million dollars (\$2,000,000); aggregate minimum;
- Workers compensation at state law levels;
- Proof of coverage listing the Town as certificate holder on the general liability policy will be required within ten (10) calendar days after execution of this Agreement.

6. Place of Performance

Contractor shall be responsible for maintaining their own office facilities and will not be provided with either office facilities or secretarial support by Town. Contractor shall supply at their own expense, all materials, supplies, equipment, and tools required to accomplish the Services agreed to be performed in accordance with this Agreement.

7. Ownership of Documents

Contractor shall transfer ownership to Town within two months subsequent to Town's payment of all Contractor's fees and expenses arising from Contractor's fulfillment of this Agreement. Contractor grants Town a limited license to use all documents on produced in accordance with Exhibits A and B ("Documents"), extensions of the Project, and for related uses of the Town, subject to receipt by Contractor of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Town acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Contractor, or for use or reuse by Town or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Contractor; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at Town's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and consultants; (3) Town shall indemnify and hold harmless Contractor and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Contractor; and (4) such limited license to Town shall not create any rights in third parties. Contractor shall provide an electronic copy of the Documents in Microsoft Word, as well as all final plans, in a digital format approved by Town.

8. Contractor to Deliver Work Product in Event of Termination.

In the event that this Agreement is terminated under Section 2, Contractor agrees that it shall promptly deliver to the Town, or cause to be delivered to the Town, all concrete, transferable, and useable work product generated, and will assign to the Town all of the Contractor's right, title, and interest to such work product, without reservation in exchange for Town's payment of funds for such work product.

9. Notice

Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day:

Town:
Attn: Jackson Town Clerk

Contractor:
Attn: Harmony Design, Inc.

P.O. Box 1687
Jackson, Wyoming 83002
clerk@jacksonwy.gov

P.O. Box 369
Driggs, Idaho 83422
jen.zung@harmonydesigninc.com

Either party may change its address or email address for notice purposes by providing written notice to the other party in accordance with the terms of this provision.

10. General Provisions

- A. 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.
- B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.
- D. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- E. 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.
- F. Section Headings. The section headings set forth in this Agreement are solely for the convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.
- G. Declaration by Independent Contractor. The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.

- H. Governmental Immunity. The Town 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 arising out of this Agreement.
- I. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.
- J. 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 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives and effective as of the Effective Date.

Harmony Design, Inc.

Town of Jackson, Wyoming

Jennifer Zung, President

Arne O. Jorgensen, Mayor

ATTEST: _____
Riley Hovoka, Town Clerk

EXHIBIT A: SCOPE OF SERVICES

The scope of services includes those included in Exhibit B: HARMONY DESIGN & ENGINEERING STATEMENT OF QUALIFICATIONS FOR KARNS MEADOW PARK DEVELOPMENT PHASE 1 and is further detailed below.

1. Information Gathering
 - 1.1. Project Kick Off (August 2025)
 - Project set up, information gathering, kick off meeting, project management and review
 - 1.2. Project Understanding Memo (August 2025)
 - Site visit with field report
 - Background information, permitting, design options, and water rights summary memo
 - Deliverable: Project Understanding Memo
 - 1.3. Site Survey (August 2025)
 - Topographic field survey for areas needed for design, process LiDAR for other areas, survey above grade utilities
 - Deliverable: Existing conditions survey map with boundary information
2. Design and Permitting
 - 2.1. Schematic Design (September – October 2025)
 - Develop up to 3 concepts based on CUP
 - Provide design guidelines for the pedestrian bridge to avoid impacts in the FEMA Floodway
 - Illustrative renderings of final concept plan
 - Biweekly meeting to discuss concept plan plus 3 additional meetings to review bridge options
 - Deliverable: Schematic Design Plan and Rendering
 - 2.2. 50% Construction Documents (November 2025 – January 2026)
 - Site and utility plan
 - Plan and profiles for pathway including connection to pathway along Broadway and a mid-block crossing of Karns Meadow Way.
 - Grading and drainage plan
 - Landscape planting plan
 - Hydraulic analysis and floodplain mapping for floodplain impacts
 - Geotechnical investigation (8 test pits)
 - Initial cost estimate for construction
 - Plan submittal and review meeting
 - Submit for permit pre-application meetings
 - Deliverable: Geotechnical Investigation Report, 50% Construction Documents
 - 2.3. 90% Construction Documents and Bidding Support (February 2026)
 - Refine 50% CDs to 90% CDs based on Teton County review
 - Pathway cross sections, construction details, erosion control plans
 - Prepare Project Manual for bidding, including performance specification for irrigation
 - Plan submittal and review meeting
 - Attend pre-bid meeting and provide bid support (1 addendum)
 - Deliverable: 90% Construction Documents, Project Manual
 - 2.4. 100%
 - Refine 90% CDs to 100% CDs based on Teton County review
 - Final permits

- Deliverable: 100% Construction Documents, Project Manual

Assumptions:

- Coordination with adjacent landowners will be conducted by Teton County, if needed
- Teton County will coordinate the design of the pedestrian bridge.
- The pedestrian bridge will be located outside of the FEMA Floodway so a No-Rise or Conditional Letter of Map Revision (CLOMR) is not required.

**EXHIBIT B: HARMONY DESIGN &
ENGINEERING SCHEDULE OF RATES**



SCHEDULE OF RATES

PROFESSIONAL SERVICES

Principal Engineer/Landscape Arch	\$ 198 /hr
Senior Project/Survey Manager	\$ 180 /hr
Professional Engineer II	\$ 166 /hr
Professional Engineer I	\$ 156 /hr
Professional Landscape Architect II	\$ 166 /hr
Professional Landscape Architect I	\$ 156 /hr
Planner/Engineer/Designer	\$ 142 /hr
Professional Land Surveyor	\$ 170 /hr
Surveyor II	\$ 140 /hr
Surveyor I	\$ 122 /hr
Survey Technician	\$ 103 /hr
GIS/CAD Drafter	\$ 103 /hr
Landscape Architect Technician	\$ 103 /hr
Administration	\$ 92 /hr
Expert Witness	\$ 410 / hr

DIRECT EXPENSES & FEES

Print, B&W (8 ½"x11")	\$ 0.35 /copy	Lath/Hubs/Stakes	\$ 1.70 ea.
Print, B&W (11x17")	\$ 0.55 /copy	Spikes	\$ 2.80 ea.
Print, Color (8 ½"x11")	\$ 1.45 /copy	Mag nail	\$ 0.65 ea.
Print, Color (11x17")	\$ 2.85 /copy	Steel fence post	\$ 16.00 ea.
Print, B&W (24x36")	\$ 8.00 /sheet	Rebar/Control Point	\$ 7.00 ea.
Print, Color (24x36")	\$ 24.00 /sheet	Rebar & Aluminum cap	\$ 13.00 ea.
Print, B&W Mylar	\$ 24.00 /sheet	Flagging	\$ 3.50 /roll
Mileage	\$ 0.95 /mile	Marking Paint	\$ 8.00 /can
Trimble GPS	\$ 60.00 /hr	Aluminum pipe mon	\$ 66.00 ea.
Robotic Total Station	\$ 60.00 /hr	Bailer	\$ 10.00 ea.
Field Meter	\$ 30.00 /hr	Nitrate/Nitrite Test Strips	\$ 3.00 ea.
Sounder	\$ 30.00 /hr		

Reimbursable expenses such as outside reproduction, deliveries, postage, sub-consultant fees, fees paid on behalf of the client, and travel costs are charged as listed above or at cost plus 10%.

These Professional Service Rates are considered confidential and shall not be released to a third party without written permission of Harmony Design, Inc.

Rates are subject to change.

Effective January 1, 2025

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") dated as of _____, 2025 ("**Effective Date**"), is by and between the Town of Jackson, Wyoming, P.O. Box 1687 Jackson, Wyoming 83002 ("**Town**"), and EcoConnect Consulting LLC, P.O. Box 13259 Jackson, Wyoming 83002 ("**Contractor**").

1. Statement of Services

Contractor shall provide executive director professional services to Town. The professional services are set forth in **Exhibit A, Scope of Work ("Services")**, which is incorporated as if fully set forth herein.

2. Term

The term of this Agreement shall be commence on the Effective Date and terminating December 31, 2026 ("**Term**"). Contractor or Town may terminate this Agreement at any time by giving the other ten (10) days prior written notice of termination; provided, however, that all compensation earned and costs incurred prior to such termination shall be payable to Contractor.

3. Compensation

The Town agrees to pay Contractor, as compensation for all of the Services for the Term \$200.00/hour, with a total amount that shall not, in any event, exceed \$7,000.00 ("Cap Amount"). It is specifically understood and agreed by Contractor that the Cap Amount for the Services is a "not to exceed" amount for completion of all of the Services and work done by Contractor for Town. If work beyond the Services are desired, they shall be agreed to in writing prior to the Contractor embarking on them. Any work beyond the Services agreed to, shall be invoiced and paid at a rate of \$200.00 per hour. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours over which Services are performed in any given period of time. Contractor shall submit properly detailed, appropriate invoices evidencing the Services performed to Town on or before the 10th of each month. All invoices are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. Payment not received within 45 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge applied to outstanding balances including late charges. Town may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

4. Independent Contractor Status

It is understood and agreed that Contractor will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Contractor will not be considered an employee, partner, agent, or joint venture partner of Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor shall not be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security. Neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

5. Insurance

The Contractor shall secure and maintain customary liability insurance coverage for the Term.

6. Place of Performance

Contractor shall be responsible for maintaining their own office facilities and will not be provided with either office facilities or secretarial support by Town. Contractor shall supply at their own expense, all materials, supplies, equipment, and tools required to accomplish the Services agreed to be performed in accordance with this Agreement.

7. Ownership of Documents

Contractor shall transfer ownership to Town within two months subsequent to Town's payment of all Contractor's fees and expenses arising from Contractor's fulfillment of this Agreement. Contractor grants Town a limited license to use all documents on produced in accordance with Exhibits A and B ("Documents"), extensions of the Project, and for related uses of the Town, subject to receipt by Contractor of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Town acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Contractor, or for use or reuse by Town or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Contractor; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at Town's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and consultants; (3) Town shall indemnify and hold harmless Contractor and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Contractor; and (4) such limited license to Town shall not create any rights in third parties. Contractor shall provide an electronic copy of the Documents in Microsoft Word, as well as all final plans, in a digital format approved by Town.

8. Contractor to Deliver Work Product in Event of Termination.

In the event that this Agreement is terminated under Section 2, Contractor agrees that it shall promptly deliver to the Town, or cause to be delivered to the Town, all concrete, transferable, and useable work product generated, and will assign to the Town all of the Contractor's right, title, and interest to such work product, without reservation in exchange for Town's payment of funds for such work product.

9. Notice

Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day:

Town:

Attn: Jackson Town Clerk
P.O. Box 1687
Jackson, Wyoming 83002
clerk@jacksonwy.gov

Contractor:

Attn: _____
P.O. Box _____
Jackson, Wyoming 8300 _____

Either party may change its address or email address for notice purposes by providing written notice to the other party in accordance with the terms of this provision.

10. General Provisions

- A. 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.
- B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.
- D. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- E. 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.
- F. Section Headings. The section headings set forth in this Agreement are solely for the convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.
- G. Declaration by Independent Contractor. The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.
- H. Governmental Immunity. The Town 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 arising out of this Agreement.
- I. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

- J. 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 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives and effective as of the Effective Date.

EcoConnect Consulting LLC

_____, _____

Town of Jackson, Wyoming

Arne O. Jorgensen, Mayor

ATTEST: _____
Riley Hovoka, Town Clerk

EXHIBIT A
SCOPE OF WORK

1. Three (3) meetings with the team
2. Civil engineering plans Review
3. Mitigation plan based on 50% construction set
4. The Mitigation Plan will be based on 50% construction plans and include:
 - a. Calculation of impacts to higher value cover types
 - b. Proposal for mitigation of these impacts
 - c. Specifics for mitigation (e.g. species, quantities, location) to include on 100% engineering plans

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	Pack Residence - Sewer Connection Request (E25-0151)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider request by Wilson Sewer District for additional Town sewer collection and treatment services for a single-family residence at 3885 W Miles Road.

Requested Action.

Staff requests Town Council consideration of the applicant's request for Town sewer collection and treatment services.

Recommendations.

Staff recommends approval of the applicant's request for Town sewer collection and treatment services subject to 1) the proposed conditions of approval and 2) that the proposed conditions of approval, along with other necessary contract terms/details as required by the Town Attorney, are set forth in a Wastewater Treatment Facilities Connection and Use Agreement that will be subject to Council consideration at a future meeting.

Background.

SERVICE REQUESTS

The development is located outside of the Town's corporate limits AND not within an existing contracted sewer service area.

The property is located off the Moose Wilson Road and accessed from Tuckerman Ranch, see Figure 1. The property is owned by Brian and Ami Pack and the applicant is the Wilson Sewer District. The site will be developed as a private residence. Given the proximity to the Wilson Sewer District's sewer main, the opportunity exists to connect to the existing Wilson Sewer District's system.

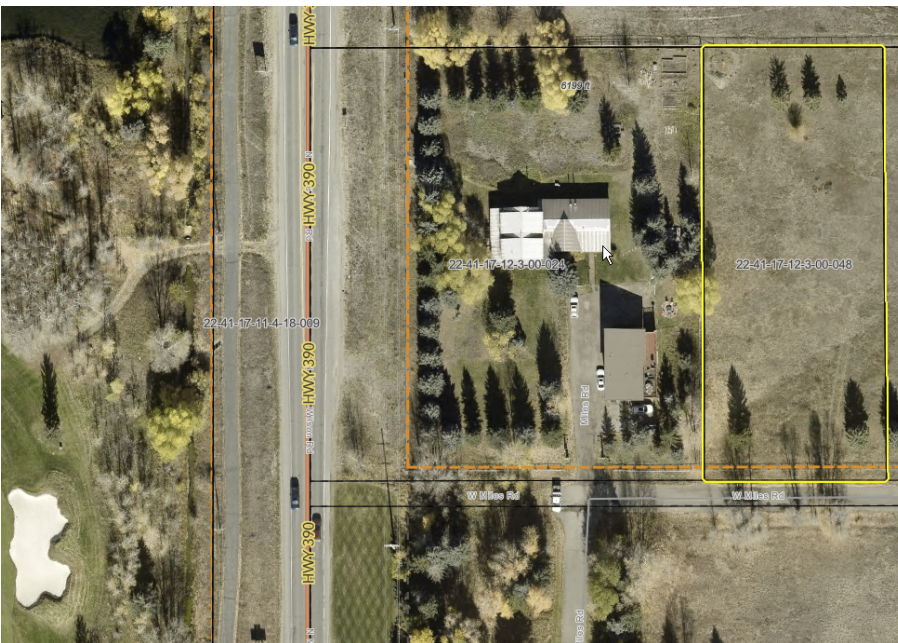


Figure 1 Vicinity Map

Wilson Sewer District has an existing connection and use agreement with the town from 2003 when the district was initiated. Since then Town has approved several connections outside the district to connect. Council directed staff to update the Wilson Sewer Agreement to bring the agreement up to the current standard for agreements and to accommodate the WSD's outside users. Town staff is currently reviewing the revised agreement.

TOWN PROCESS FOR SEWER SERVICE REQUESTS

For all developments that request connection to Town sewer services, are outside the Town corporate limits, and are outside existing contracted service areas, the Town applies the following process.

Step 1: Request for Service

A Miscellaneous Planning Application is filed by an applicant to request Town sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide services or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval that will be further defined in a Connection and Use Agreement (CUA). The Applicant is currently proceeding through Step 1. If Council approves the requests for service, the Applicant will advance to Step 2.

Step 2: Connection and Use Agreements

Staff works with the Applicant (and any other relevant parties) to draft a CUA that includes the conditions of approval identified during Step 1 and other necessary contract terms. If approved by Council, the CUA will be executed and recorded against the property.

Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town.

Analysis & Key Policy Questions.

Resolution 21-28 was adopted by Council on November 15, 2021. The resolution established the 3-step process for sewer service requests (described above in the prior section of this staff report) and established eight review factors (described below under "Considerations" in this section) for all sewer connection requests outside Town boundaries. As such, staff has considered the following factors in recommending approval:

CONSIDERATIONS

1. Existing Versus New Development

The proposed connection is for a new development and would eliminate the installation of an onsite septic system. The development will be an outside party to the Wilson Sewer District and ultimately be part of the WSD.

2. Expanded Service Area and Capacity Timeline

This proposed connection was not included in the 2020-2021 Capacity Study and will have impacts on the Town's wastewater systems that were not considered in the study. The Town has capacity to accept the additional wastewater from this development as presented in the application. As is the case with individual connection requests, the addition of this development will not significantly reduce the amount of time remaining before additional wastewater treatment plant upgrades would be required, it will still reduce that amount of time.

3. Zoning and Development are Consistent with Comprehensive Plan

The development has been approved by the Teton County Building Department.

4. Deed Restricted and/or Workforce Housing

There are no existing deed restricted or workforce housing units included in the application service area.

5. Potential For Reduced Environmental Impact

The proposed connection will eliminate a potential source of environment and water quality degradation and will prevent installation of a septic system. According to the Teton County Water Quality Management Plan, the project is located in very high susceptibility and high vulnerability zones.

6. Geographical Location

The property is within 500 feet of existing Wilson Sewer District infrastructure.

7. Magnitude of Requests

The magnitude of the requests are de minimis relative to the capacities of our systems.

8. Costs To Upgrade and Impacted User Classes

The proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the Town or current rate payers. Because this area was not considered in the modeling during the recent Capacity Study, the Applicant will be responsible for modeling the impacts the connection would have on our systems. The applicant is responsible for paying for any and all necessary upgrades required by the connection. Should Council approve this recommended request for sewer services, the Town will work with the Applicant to evaluate and determine any necessary improvements to the Town's systems.

CONDIONS OF APPROVAL

If the requests for service are approved by Council at this initial step, staff recommends the following conditions of approval:

1. The approval is for one Wilson Sewer District Equivalent Residential Unit and allowed Accessory Use.
2. Prior to construction of any infrastructure or service connecting to the Town infrastructure systems, permits for the construction of said infrastructure must be issued by the Town.
3. Applicant shall pay all costs to design, permit, and construct upgrades determined necessary within or to the Town's systems associated with services for the development, specifically including, but not limited to, compensation for the time of Town employees working on this application, billed at an hourly rate per the Town's fee resolution (as applied at the time of the work), from the initial request through to final permitting.

Possible Alternatives.

1. Modify the conditions of approval and approve the requests to connect.
2. Vote against the requests to connect.
3. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship.

- Policy 1.2.c: Monitor and maintain water quality – calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.

Fiscal Impact.

The application was made under the FY25 fee schedule, requiring a \$154 application fee for each single lot sewer service request located in the County, and a \$100 per hour rate for staff time. The review and staff report time is 4 hours, the fee for this permit is \$400. The Total Fee including application and review time of \$554.

One-time capacity fees will be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of application for the permit to construct the connection. Fees associated with construction permits will also be charged at the time of connection (step 3 in the Town process for sewer service requests). The ongoing fiscal impacts thereafter are the wastewater base and usage rates paid to the Town. The amounts are set forth in Title 13 of the Jackson Municipal Code.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the wastewater collection and treatment systems and reductions in the Town systems' remaining capacities.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 4 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of the Connection and Use Agreement for Sewer Services will have the require the estimated times.

- CUA Sewer Drafting: 10-20 Hours for each Administration, Legal, and Public Works, for a total of 30-60 hours.
- CUA Finalization and Staff Reports: 8-16 Hours for each Administration, Legal, and Public Works for a total of 24 to 48 hours.

Step 3: Connection Permits for a system can take 8-24 hours and each individual connection and additional 4-8 hours.

While staff strives to streamline the process, these requests for service outside the corporate limits of the Town are time intensive, including significant time to review, draft, execute and administer the CUA.

The impact to the Town of providing wastewater service to the Applicant at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the sewer systems, the Finance Department that handles the billing, and to the Wastewater Treatment Plant capacity as the Town continues to connect more customers both within and outside of Town limits.

Attachments or Links.

- Application Materials.

Suggested Motion.

I move to:

1. approve the Wilson Sewer District's request for additional wastewater collection and treatment services subject to the conditions of approval set forth in this staff report,
2. direct staff to draft the appropriate Connection and Use Agreement,
3. present the Agreements to Council for consideration at a future Council Meeting, and

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Regular Council Meeting - Consent
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Suite of Town Housing Lease Templates	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider approving Town employee residential rental housing lease agreement templates.

Requested Action.

Staff requests Council consider the included lease templates to:

1. Allow staff to complete residential leases, recurring primary leases, and subleases to house current employees or other tenants, and
2. Allow staff to obtain Mayoral and tenant signatures to execute leases as needs arise.

Recommendations.

Staff recommends approval of all attached lease templates.

Background.

Pursuant to Wyo. Stat. § 15-1-108(a)(v) unless otherwise provided by statute, the Mayor shall sign “all bonds, contracts and other obligations to be signed in the name of the city or town.” As a result, contracts for the Town must be reviewed and considered by the Council. Housing leases are a form of contract.

Town manages approximately 85 (45 Town owned units, 13 primary leases with landlords/hotels, 27 subleases of those primary leases with employees) leases on an annual basis to provide housing accommodations to Town employees, as well as Teton County employees and others locally employed. To streamline the Town housing process, staff have created a suite of lease agreement templates which it will be able to use for the vast majority of Town housing needs. Having the templates approved by Council will enable staff to use the approve forms and obtain the Mayor’s signature, without having to submit each individual lease to the Council for approval.

The housing lease templates attached to this staff report include the following lease agreements:

1. Primary Lease Template. This lease will be used for the Town to rent a residential property and then sublease the property to Town employees or others. The Town is the tenant under this lease agreement. From time to time, the Town has found properties which it makes sense to secure for Town housing needs and this lease would be used for that purpose.
2. Primary Sublease Template. This sublease agreement would be used to sublease a primary residential property to Town employees or others.
3. Primary Lease Lodging Accommodation Template. This lease will be used for the Town to rent rooms at local motels for seasonal employees. It enables the Town to maintain seasonal rooms for employees such as Transit Operators or Winter Street Operators.
4. Lodging Accommodation Employee Agreement and Paycheck Authorization Form. This is a sublease agreement between the Town and seasonal employees for motel room accommodations.
5. General Residential Lease Template. This lease will be used for residential properties which the Town owns, excluding all properties which have key fobs rather than standard keys, such as West Snow King. The Town is the landlord in this lease. Tenants are not permitted to sublease.

6. West Snow King Residential Lease Template. This lease will be used for West Snow King residential units owned by the Town, except those West Snow King properties leased directly to Teton County under a separate primary lease in exchange for their participation in funding this project. The primary difference between this lease and the General Residential Lease are provisions related to condominium living and key fobs.
7. West Snow King Primary Lease Agreement (Teton County). This is a primary lease by which the Town primary leases some of the West Snow King properties to Teton County for its employees and others working in Town in exchange for their participation in funding this project.
8. Si Ferrin Residential Lease Template. This lease is for the apartment in the Si Ferrin building which has key access via a fob.

LEAD DISCLOSURE requirements. Under Federal law, for properties built prior to 1978, landlords are required to disclose any known information concerning the presence of lead-based paint. 42 U.S.C. §4851-4856 (Residential Lead-Based Pain Hazard Reduction Act, Title X). In addition, landlords are required to provide a copy of the Federal *Protect Your Family From Lead in Your Home* pamphlet, as amended. The Town has distributed the appropriate disclosure forms to all tenants renting properties owned by the Town and built prior to 1978.

Analysis & Key Policy Questions.

Key Policy Question #1: Does Council wish to make any revisions or amendments to the included lease templates?

Possible Alternatives.

Council could:

- 1) Not approve some or all of the lease agreements.
- 2) Direct staff to negotiate different terms and conditions for some or all of the lease agreements.
- 3) Continue action to the next available meeting.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 Local Workforce Housing by providing workforce housing.

Fiscal Impact.

For the primary lease agreements, the Town is obligated to pay rent whether the unit is occupied by a tenant or is vacant. Once a tenant occupies the unit, the rent they pay to the Town will offset the rent paid monthly by the Town to the landlord. The Town owns the property at 400 West Snow King along with multiple other residential rental properties and rent paid by tenants offsets utilities and maintenance at these Town owned units.

Staff Impact.

Staff, including Internal Services and Legal, spent approximately 25 hours drafting the attached lease agreements, discussing the agreements with homeowners and hotel owners, and drafting this staff report.

Attachments or Links.

Suite of Housing Lease Templates and Lead Disclosure Documents

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

I move to approve the suite of housing lease templates as presented, subject to minor changes by staff.

PRIMARY LEASE AGREEMENT
(Updated August 2025)

This Primary Lease Agreement ("**Lease**" or "**Primary Lease**") is made and entered into this _____ day of _____, 20____, by and between _____ ("**Landlord**") and the Town of Jackson, a municipal corporation of the State of Wyoming ("**Tenant**"). Landlord and Tenant are each a "**Party**" to the Lease and are collectively the "**Parties**."

RECITALS

WHEREAS, Landlord is the owner of certain real property, residential unit, and improvements located at _____, and more particularly described as _____;

WHEREAS, Landlord desires to lease the real property, residential unit, improvements, and any common areas, including _____ (collectively the "**Premises**");

WHEREAS, Tenant desires to lease the Premises; and

WHEREAS, the Parties desire to enter into a written lease agreement providing the terms, covenants and conditions for the lease and occupancy of the Premises by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows:

1. LEASE. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises according to the terms and conditions of this Lease.
2. TERM. The Lease shall be for three (3) years, commencing on _____, 20____ and ending on _____, 20____, unless sooner terminated as provided herein. If Tenant is not in default in any manner with respect to the terms and conditions of the Lease, the Lease shall extend for additional subsequent terms of three (3) years under the same terms and conditions provided herein.
3. RENT. Tenant agrees to pay Landlord monthly rent in the amount of \$_____.00 for the first year of the lease. The first rent payment shall be due and payable on _____, 20____. All subsequent rent payments are due and payable on the first day of each month. The rent amount shall increase annually on _____ pursuant to any increase in the Consumer Price Index (CPI) as calculated for the Mountain-Plains zone by the U.S. Bureau of Labor Statistics provided that each year's rent increase shall not exceed _____% of the then current rent amount. If there is a decrease in the CPI to a negative percentage, the rent amount will remain the same for that year. If rent is not paid by the seventh day of each month, a late charge of \$30.00 shall be due. Late charges shall continue to accrue, after the seventh day, at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. Any late charges due will be considered additional rent. Tenant may prepay the rent in advance for the term of the Lease or any portion of the term of the Lease. All monthly payments shall be made to Landlord by ACH payment set up through the Town Finance Department.
4. SECURITY DEPOSIT. At the time of execution of this Lease, Tenant shall pay a security deposit of \$_____.00, which shall be retained by Landlord to be used for any damages other than normal

wear and tear caused by Tenant, any missing or damaged furnishings, furniture, or items, other than normal wear and tear, from the Premises, any unpaid rent or charges, for abandonment of the Premises, for unpaid utility bills, cleaning expenses required to return the Premises to as good a condition as it was upon commencement of this Lease, or to the extent permitted by Wyoming law for any other costs or damages sustained by the Landlord by reason of the failure of the Tenant to comply with any terms, provisions, covenant or agreement contained in this Lease. It is understood that the Security Deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Landlord shall not be obligated (although it may do so at its option) to apply this security deposit to any unpaid rent or portion thereof. Landlord shall return that portion of the security deposit not used to Tenant no later than thirty (30) days following vacation of the Premises by the Tenant. Tenant shall be liable for any damages or expenses owed in excess of the Security Deposit. The security deposit shall be made to Landlord by ACH payment set up through the Town Finance Department.

5. SUBLEASE. Tenant has the right to sublease the Premises subject to the following terms and conditions:
 - a. Sublessees. Tenant may sublease the Premises to Town of Jackson employees or contractors, to Teton County employees or contractors, or other persons locally employed and approved by the Town of Jackson.
 - b. Compliance with Primary Lease. Sublessee shall be subject to and bound by the terms and conditions of the Primary Lease as if sublessee entered and executed the Primary Lease themselves. Notwithstanding the foregoing, Tenant will remain solely responsible to Landlord regarding Section 3 (Rent) Section 4 (Security Deposit) and any other monetary obligation. Tenant and sublessee shall be jointly and severally responsible for all other terms and conditions of the Primary Lease.
 - c. Other Occupants. The sublessee may occupy and reside in the Premises alone, or with their spouse, partner, immediate family member, or with a housemate if agreed to in writing by Tenant. The rights of any permitted occupants are governed by the terms and conditions of the Primary Lease and such rights shall expire or terminate at the same time the sublessee's rights expire or terminate.
6. USE OF PREMISES. Tenant agrees and acknowledges that their use of the Premises is conditioned upon the following, and any violation thereof shall be deemed a violation of this Lease:
 - a. Do not use the Premises contrary to any law or ordinance now or hereafter in force.
 - b. Do not place auxiliary structures of any kind on the Premises without the express written consent of the Landlord.
 - c. Do not engage in or permit illegal activities, disorderly conduct, abusive language, unlawful noise, or otherwise disturb other residents at the Premises or neighbors.
 - d. Do not conduct business activities of any kind at the Premises without the express written consent of the Landlord.
 - e. Shall keep radios, televisions, stereos, other audio devices, etc. at a level of sound that does not annoy or interfere with other residents or neighbors.
 - f. Do not permit any liens or security interests be filed against the Premises.
7. ALTERATION AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the Premises without the advance express written consent of the Landlord.

8. REPAIR AND MAINTENANCE. Tenant shall, during the term of this Lease and any extension thereof, keep the interior of the Premises in as good order as it was at the time of the commencement of this Lease, reasonable wear and tear and damage by elements or accidental fire or other casualty excepted. Tenant will immediately notify Landlord of any damage to the Premises or its contents, or to any inoperable equipment or appliances and the Landlord shall promptly, at its expense, cause such damage or inoperable equipment or appliance to be repaired. Tenant will be responsible for any damage caused by the Tenant or Tenant's sublessees, and the Tenant's or sublessee's family members, invitees, or guests. Tenant agrees to be responsible for the following maintenance of the Premises, and acknowledges that any violation thereof shall be deemed a violation of this Lease:
- a. Keep all windows, glass, window treatments, doors, locks, and hardware in good, clean order and repair.
 - b. Do not obstruct or cover the windows or doors, with the exception of conventional window treatments.
 - c. Do not leave windows or doors in an open position during inclement weather.
 - d. Do not hang laundry, clothing, sheets, etc. from any window, rail, porch, or balcony, nor air or dry any of same within any yard area.
 - e. Do not cause or permit any locks or hooks to be placed upon any door, except for child locks.
 - f. Take reasonable precautions to avoid freezing pipes and plumbing fixtures.
 - g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use the same only for the purposes for which they were constructed. No sweepings, rubbish, sand, rags, ashes, or other substances shall be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.
 - h. Deposit all trash, garbage, rubbish, and refuse in the locations provided therefor and not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building.
 - i. Keep the Premises, both inside and out, in good, clean, and sanitary condition.
 - j. Do not store or accumulate items along the exterior walls.
 - k. Do not paint any portion of the Premises without express written consent of Landlord.
9. ENVIRONMENTAL CONDITIONS.
- a. Initial Radon Test. This Lease is expressly subject to the condition precedent of Landlord providing Tenant with a copy of a written radon test report, conducted in accordance with applicable state and federal guidelines for radon measurement and indicating radon concentration levels at or below the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, dated no less than 24 months prior to commencement of the Lease.
 - b. Radon Testing During the Lease. During the term of the Lease, Landlord shall conduct radon testing of the Premises, in accordance with applicable state and federal guidelines for radon measurement, no less than 24 months from the last radon test completed by Landlord and shall provide Tenant with a copy of the written radon test report. In the event that the Landlord's radon test or Tenant's radon test indicates radon concentration levels at or above the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, and Landlord does not complete necessary mitigation measures to reduce radon levels to below the recommended threshold within a reasonable period, Tenant may elect to terminate this Lease without penalty

c. Notification and Remediation for Other Environmental Conditions. If an environmental condition that makes the Premises unsafe and not fit for human habitation is discovered on the Premises during the Lease, Tenant shall notify Landlord in writing. Upon receiving notice or otherwise becoming aware, Landlord, shall, at Landlord's sole expense, promptly investigate and, if necessary, remediate the condition to ensure the Premises complies with the requirements of Wyoming law and is safe and fit for human habitation.

10. LEAD DISCLOSURE. *Housing built before 1978 may contain lead-based paint, which can pose health hazards if not managed properly. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint hazards in the housing premises and provide a federally approved pamphlet on lead poisoning prevention.*

() The Premises were built prior to January 1, 1978. Prior to commencement of the Lease, Landlord shall provide Tenant with a lead disclosure form and a copy of the current federally approved pamphlet on lead poisoning prevention

() The Premises were built after January 1, 1978. No lead disclosures required.

11. SNOW REMOVAL. _____.

12. YARD MAINTENANCE. _____.

13. UTILITIES. _____.

14. CARPET CLEANING. Tenant shall either clean the carpets with a carpet shampooer/steamer or have the carpets professionally cleaned prior to vacating the Premises. If Tenant fails to clean the carpets satisfactorily or altogether, Landlord reserves the right to deduct from the security deposit the cost to have the carpets professionally cleaned.

15. HOMEOWNER'S ASSOCIATION FEES AND PROPERTY TAXES. Landlord is solely responsible for any homeowner's association fees. Landlord shall pay all property taxes on the Premises as they become due and payable.

16. CONVENANT OF QUIET ENJOYMENT. The Landlord covenants that the Tenant, upon paying rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the Premises hereby leased during the term hereof. Tenant will not commit any nuisance or act which may disturb the quiet enjoyment of any neighbors.

17. OVERNIGHT GUESTS. Overnight guests of sublessees may stay in or on the Premises for no more than seven (7) consecutive nights. No overnight visitation by a guest who has visited for a seven (7) night period may occur more than twice during each year of the Lease. For purposes of enforcing these terms, Tenant agrees to maintain current license plate information for all sublessees residing in the unit.

18. ANIMALS. No pets except service animals and assistance animals shall be allowed in accordance with Wyoming State and Federal law, unless approved by Landlord in writing. A pet deposit may not be required for a service animal or assistance animal. Tenant may be liable for any damage caused

by the service animal or assistance animal to the extent allowed under Wyoming State and Federal law.

19. SMOKING. No smoking is permitted in or on the Premises at any time.
20. PARKING. Tenant's sublessees shall only park in spaces designated by the Landlord.
21. INSPECTION/ENTRY. Landlord shall have the right to enter the Premises for reasonable inspections, including environmental testing, to make any agreed upon or necessary repairs/improvements, to show the Premises to prospective Tenants or contractors, if Landlord believes the Premises have been abandoned, or where other good cause exists to enter. The Landlord shall give Tenant and Tenant sublessee's at least twenty-four (24) hours advance notice of entry, except in the event of an emergency or where other cause exists. For major repairs or improvements that will disrupt the occupancy of the Tenant or sublessees thereof for more than one (1) day, the Landlord shall give Tenant and Tenant sublessee's at least seven (7) days advance notice of entry. Notwithstanding the foregoing, Landlord shall have the right to enter and inspect the Premises and take appropriate action without advance notice in the event of any emergency.
22. INSURANCE. Landlord shall maintain, at its expense, fire, comprehensive general liability, and extended "all-risk" coverage on the Premises.
23. TENANT'S PERSONAL PROPERTY AND INSURANCE. Landlord shall not be responsible for loss, destruction, or damage to Tenant's or Tenant's sublessee's personal property regardless of the cause. Tenant shall ensure that all sublessees of the Premises have knowledge of the option to obtain a renter's insurance policy. Landlord and Tenant shall have no responsibility for payment of any renter's insurance policy by a sublessee.
24. CASUALTIES TO PREMISES. If the Premises are damaged by fire, elements, unavoidable accident, severe environmental condition, or other casualty, without the fault or negligence of Tenant or Tenant's sublessee, and the Premises are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Premises are rendered untenable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Premises rendered untenable. If, by reason of such occurrence, the Premises are rendered wholly untenable, Landlord shall promptly cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Premises are rendered wholly untenable by reason of such occurrence and the Premises cannot be repaired within ninety (90) days from the date such damage occurs, Landlord or Tenant shall at their option have the right to declare the balance of the term of this Lease to be null and void. In the event that the Premises must be repaired due to damage caused by Tenant or Tenant's sublessee, Tenant shall be responsible for timely reimbursing Landlord for said repair(s) upon receipt of an invoice specifying the repair and cost therefor.
25. TERMINATION. Either party may terminate this Lease at any time upon one (1) year prior written notice. If the Lease is terminated pursuant to this section, or pursuant to any other section of the Lease, Tenant will be responsible to pay rent for the entire month in which they last occupy the

Premises, even after they have vacated the Premises. However, if after the Tenant vacates the Premises and the Landlord places another tenant into the Premises during that month, then Tenant will be obligated to pay prorated rent only up to the date the new tenant takes occupancy of the Premises. In the event of any termination, Tenant and any occupants are bound and shall abide by the terms and conditions of this Lease until they vacate the Premises.

26. SURRENDER. Upon the termination of this Lease, Tenant shall quit and surrender the Premises in as good condition and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted.
27. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, assigns, and legal representatives.
28. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made other than those set forth herein.
29. WAIVER. The waiver by the Landlord or Tenant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either the Landlord or the Tenant, except by appropriate written agreement duly executed by both Parties.
30. DEFAULT. Tenant shall be in default if the Tenant fails to pay any part of the rent herein provided, or any other sum required by the Lease to be paid to the Landlord at the times or in the manner provided under the Lease or otherwise, or where any other covenant, term, or condition of this Lease is materially violated, whether by Tenant or Tenant's sublessee. If default is not cured within ten (10) days of notice from Landlord to Tenant, then Landlord may immediately terminate this Lease, provided that if by its nature the default cannot be cured within ten (10) days, but if Tenant commences the cure within that time period and perfects it thereafter as agreed by the parties, no immediate termination may be effectuated. The Landlord reserves all rights and remedies available to them under the law in the event of default.
31. INDEMNIFICATION. Landlord and Tenant shall not be liable for any injury, or loss to person or persons occurring on the Premises unless such act is the result of the negligence of the Landlord or Tenant. The Landlord and Tenant agrees to jointly hold each other harmless from any claims for damages for any injury or loss to person or persons occurring on the Premises, except for injury or loss caused by the negligence of each respective party.
32. GOVERNMENTAL IMMUNITY. Tenant does not waive their governmental immunity by entering into this Lease, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.
33. ATTORNEY'S FEES. Landlord and Tenant agree that in the event either party incurs court costs or attorney's fees by reason of default or breach by the other party, the prevailing party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

34. NOTICES. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this provision.

LANDLORD

Email: _____

TENANT

Town of Jackson
P.O. Box 1687
Jackson, WY 83001
employeehousing@jacksonwy.gov

35. SEVERABILITY. If any part of this Lease shall be construed to be unenforceable, invalid, or illegal, such unenforceability, invalidity, or illegality shall not affect any other provisions and they shall remain in full force and effect.
36. ENTIRE AGREEMENT. This Lease constitutes the complete and entire agreement between the Parties and may be modified only in writing duly signed by the Parties.
37. LAW AND JURISDICTION. This Lease shall be construed in accordance with the laws of the State of Wyoming. Any litigation arising under the terms of the Lease shall be in the state courts of the State of Wyoming, Ninth Judicial District. Any forcible entry and detainer action shall be brought in the Circuit Court of Teton County, Wyoming.
38. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders when the context so requires. This Lease 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.
39. HEADINGS. The headings used in this Lease are for convenience only and are not to be used in its construction.
40. AUTHORITY. The Parties executing this Lease warrant and represent they are duly authorized to execute and deliver this Lease.
41. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via 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 Lease as well as any facsimile or other reproduction hereof.

42. INCORPORATION OF RECITALS. All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein

IN WITNESS WHEREOF, each Party acknowledges they have read and understood all the terms of this Lease and hereby agree to be bound thereby. The Parties further acknowledge that they were under no duress in signing this Lease and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

LANDLORD:

By:

TENANT:

Town of Jackson

Arne O. Jorgensen, Mayor

Attest:

Riley Hovorka, Clerk

**SUBLEASE AGREEMENT
FOR PRIMARY LEASE**
(Updated August 2025)

This Sublease Agreement ("**Sublease**") is made and entered into _____, 20____, by and between the Town of Jackson, a municipal corporation of the State of Wyoming, ("**Sublandlord**" or "**Town**") and _____ ("**Sublessee**"). Sublandlord and Sublessee are each a "**Party**" to the Sublease and are collectively the "**Parties**."

RECITALS

WHEREAS, Sublandlord leases certain real property and improvements located at _____, (collectively the "**Premises**");

WHEREAS, Sublandlord desires to sublease the Premises as is authorized under the Primary Lease Agreement ("**Primary Lease**") between Sublandlord and primary landlord ("**Landlord**");

WHEREAS, Sublessee desires to sublease the Premises; and

WHEREAS, the Parties desire to enter into a written agreement providing the terms, covenants and conditions for the sublease and occupancy of the Premises by Sublessee.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the Parties, the Parties agree as follows:

1. **SUBLEASE**. Sublandlord agrees to sublease to Sublessee and Sublessee agrees to sublease from Sublandlord the Premises according to the terms and conditions of this Sublease.

2. **OCCUPANTS**. Only Sublessee and any individual agreed to and listed below, or as further modified or agreed to in writing by Sublandlord, will occupy and reside in the Premises. The rights of any permitted occupants are governed by the terms and conditions of this Sublease and such rights shall expire or terminate at the same time Sublessee's rights expire or terminate hereunder.

- i. Name: _____
- ii. Name: _____
- iii. Name: _____

3. **TERM**. The Sublease shall commence on _____, 20____, and end on _____, 20____ ("**Term**"), both dates inclusive, unless sooner terminated as provided herein. Upon the expiration of the Term of this Lease, if Sublessee remains in possession of the Premises without the express written consent of Landlord, such holding over shall not be deemed to renew or extend the Term. Instead, such occupancy shall be construed as a tenancy from month-to-month, terminable by either party in accordance with the termination provisions set forth in Section 28, subject to all the terms and conditions of this Lease except for the duration of the Term. Such month-to-month tenancy shall continue until (i) a new lease agreement is executed by both Parties, or (ii) Sublessee is lawfully removed or evicted from the Premises pursuant to applicable law, whichever occurs first.

4. **RENT**. Sublessee agrees to pay Sublandlord monthly rent in the amount of \$____.00, payment for which will begin on _____, 20____. Sublandlord may increase the rent amount

once every calendar year provided Sublandlord gives Sublessee at least sixty (60) days written notice prior to any rent increase. In the event the term of this Sublease begins on a day other than the first day of the month, or the initial term of the Sublease ends on a day other than the last day of the month, the rent shall be prorated for as many days as Sublessee occupies the Premises for that month.

() Sublessee is an employee of Town. All rental payments, including any late payment fees, shall be paid in accordance with Section 6 below (paycheck deduction).

() Sublessee is not an employee of Town. All subsequent rent payments are due and payable on the first day of each month. If rent is not paid by the third day of each month ("**Grace Period**"), a late charge of \$50.00 shall be due. Late charges shall continue to accrue after the third day at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. Any late charges due will be considered additional rent. If a check is returned by Sublessee's bank for any reason, there will be a \$50.00 returned check fee that will be applied and due in addition to the outstanding rent and, if applicable, any late charges. Rent may be paid through the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

All Sublessees: If Sublessee fails to pay rent or any other fees due and payable under this Sublease on or before the applicable due date specified in this Sublease, and after the Grace Period has expired, Sublandlord reserves the right to terminate this Sublease and require Sublessee to vacate the premises in accordance with Sublandlord's Default Notice as set forth in Section 34. Failure to vacate the Premises may result in legal action for eviction as permitted by Wyoming law.

5. SECURITY DEPOSIT. Sublessee shall pay a security deposit equal to one (1) month's rent. The security deposit shall be paid at the time of execution of this Sublease, or it may be deducted from the Sublessee's paycheck as outlined in Section 6. The security deposit shall be retained by the Sublandlord to be used for: (i) any damages, other than normal wear and tear, caused by Sublessee, (ii) any missing or damaged furnishings, furniture, or items, other than normal wear and tear, from the Premises, (iii) any unpaid rent, utility bills, or charges, (iv) abandonment of the Premises, (v) cleaning expenses required to return the Premises to as good a condition as it was upon commencement of this Sublease, and/or (vi) to the extent permitted by Wyoming law, any other costs or damages sustained by the Sublandlord by reason of the failure of the Sublessee to comply with any terms, provisions, covenants, or agreements contained in this Sublease. It is understood that the security deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Sublandlord shall not be obligated (although it may do so at its option) to apply the security deposit to any unpaid rent, charges, or portion thereof. Sublandlord shall return that portion of the security deposit not used for one of the above-listed deductions no later than thirty (30) days following vacation of the Premises by Sublessee provided that, if the security deposit is being applied to any permissible circumstance, this time period shall be extended by an additional thirty (30) days. Sublessee shall be liable for any damages or expenses owed in excess of the security deposit. Sublandlord shall promptly provide Sublessee written notice of the amount owed by Sublessee, and Sublessee shall pay said amount within three (3) days of notice by remitting payment to Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

6. PAYCHECK DEDUCTION AUTHORIZATION. If Sublessee is an employee of Town, Sublessee agrees and authorizes Town, as its employer, to deduct rent, utility costs, security deposit, and fees from their bi-weekly paychecks (each of which is from a "pay period" that is a time frame of fourteen (14) days) as follows:

- a. Rent. Half (½) of the rent amount due for that month shall be deducted from the Sublessee's paycheck with the first pay period of the month, and the second half (½) of the rent for that month shall be deducted from Sublessee's paycheck with the second pay period of the month.
- b. Utility costs. If Sublessee is required to reimburse Sublandlord for the costs of utilities, such costs shall be deducted from Sublessee's paycheck with the second pay period of the month.
- c. Security Deposit. If Sublessee does not pay the security deposit at the time of execution of the Sublease, then \$200.00 shall be deducted from Sublessee's paycheck each month. Half (½) of this amount (\$100.00) shall be deducted from the Sublessee's paycheck with the first pay period of the month, and the second half (½) of this amount (\$100.00) shall be deducted from the Sublessee's paycheck with the second pay period of the month.
- d. Pet Deposit. If Sublessee is authorized to have a pet and does not pay the pet deposit at the time of the execution of the Sublease in accordance with Section 22, then \$200.00, or an alternative amount authorized by Sublandlord, shall be deducted from Sublessee's paycheck each month until the pet deposit is paid in full. Half (½) of this amount (\$100.00) shall be deducted from the Sublessee's paycheck with the first pay period of the month, and the second half (½) of this amount (\$100.00) shall be deducted from the Sublessee's paycheck with the second pay period of the month.
- e. Fees. Any fees charged to Sublessee shall be deducted from Sublessee's paycheck in the pay period following the charged fee.
- f. Insufficient Income. If Sublessee does not have sufficient income in their paychecks to cover the rent payments, utility costs, the security deposit, or fees as outlined above, the outstanding amount due with each pay period shall be remitted by check (unless agreed otherwise by Sublandlord) no later than the Monday following the payday for the insufficient paycheck.
- g. Late and Return Check Fees. If rent is not paid in full by the twenty-fifth day of the month, a late fee of \$50.00 will be applied, and is due in addition to the outstanding rent. Late charges shall continue to accrue after the twenty-fifth day at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. If a check is returned by Sublessee's bank for any reason, there will be a \$50.00 returned check fee that will be applied and is due in addition to the outstanding rent and, if applicable, any late charges.
- h. Final Paycheck. Sublandlord reserves the right to withhold and deduct from Sublessee's final paycheck any unpaid amounts including, but not limited to, rent, fees, security deposit, damage costs, utilities, or cleaning costs. Sublandlord may further withhold and deduct from Sublessee's final paycheck any rent that will become due after Sublessee's final pay period. If Sublessee does not have sufficient income in their final paycheck to cover the amount required to be deducted, then Sublandlord shall promptly provide Sublessee written notice of the outstanding amount owed, and Sublessee shall pay the outstanding amount within three (3) days of notice.
- i. Failure to Pay Rent. In the event Sublessee fails to pay the rent due and payable on or before the due date specified herein, and after the Grace Period has expired, Sublandlord reserves the right to terminate this Sublease and proceed in accordance with Section 34 herein.

Outstanding Payments. Any outstanding rent, costs, or fees may be paid through Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

7. CONTINUED EMPLOYMENT. (Check One)

(☐) A condition precedent to Sublessee leasing the Premises is continued full-time employment with the Town of Jackson or Teton County, Wyoming, or continued status as an active volunteer or probationary status with the Jackson/Teton County Fire/EMS. Full-time employment means either i) at least thirty-five (35) hours per week, or ii) an average of thirty-five (35) hours a week per quarter for

variable-hour employees, unless otherwise approved in writing by the Director of Internal Services. If Sublessee's employment terminates whether voluntarily or involuntary, Sublandlord shall provide Sublessee written notice of termination of the Sublease and notice to quit the Premises, and Sublessee shall vacate the Premises within three (3) days of their last day of work, or by the end date of the Sublease, whichever is sooner, unless Sublandlord agrees in writing to extend the time to vacate.

(____) The Sublessee's employment is not a condition precedent to Sublessee leasing the Premises.

8. SOLE RESIDENCE. Sublessee shall use the Premises only as their sole, year-round residence. Sublessee shall not directly own or own through a marriage, partnership, corporation, or any other means any other residential housing unit within the Town of Jackson limits, within Teton County limits, or in any outlying community from which an employee could reasonably commute. By signing this Sublease, Sublessee affirms they do not own a residential housing unit under any of these circumstances. If Sublessee is found to be in violation of this provision, Sublandlord will provide written notice of the violation and notice of termination of the Sublease, and Sublessee will have thirty (30) days to vacate the Premises upon termination under this provision. This same provision applies to all individuals residing in and occupying the Premises.

9. MOVE-IN INSPECTION WORKSHEET. Sublessee shall complete and execute a Move-In Inspection Worksheet ("Worksheet") within fourteen (14) days of the commencement of the Sublease. The Worksheet shall provide a detailed accounting of the condition of the Premises, including, but not limited to, repairs needed, damages, or material defects. If there are any furnishings, furniture, or items contained in the Premises, the Worksheet shall also document an inventory and the conditions of such furnishings, furniture, and items. If a Worksheet is not completed by Sublessee in the time specified, this may result in Sublessee being held responsible for any and all issues noted by Sublandlord at move out.

10. USE OF PREMISES. Sublessee agrees and acknowledges that their use of the Premises is conditioned upon the following, and any violation thereof shall be deemed a violation of this Sublease:

- a. Do not place auxiliary structures of any kind on the Premises without the express written consent of Sublandlord.
- b. Do not sublease the Premises during the term of this Sublease.
- c. May not use the Premises as a business address or for the purpose of conducting any type of business, profession, or trade ("Business Activities") without the prior express written consent of Sublandlord. If Sublessee obtains consent to conduct Business Activities at the Premises, Sublessee shall conduct such Business Activities in a manner that is lawful and does not create any nuisance, or interfere with, annoy, or disturb any neighbors or other residents at the Premises. Sublessee, at their own expense, shall be responsible for duly procuring and maintaining any governmental license or permit that is required for the Business Activities. Consent for the Business Activities may be rescinded at any time by providing thirty (30) days written notice to Sublessee for Business Activities to cease.
- d. Shall keep radios, televisions, stereos, and other audio devices, etc. at a level of sound that does not annoy or interfere with other residents or neighbors.
- e. Shall comply with all requirements of any governmental authorities, housing authorities, or homeowner associations concerning the Premises now or hereafter in force.
- f. Shall comply with rules or regulations made by Sublandlord from time-to-time for the safety, care, upkeep, and cleanliness of the Premises.
- g. Do not install any satellite dishes, cable or permanent or semi-permanent communication services on, in, or attached to any portion of the Premises.
- h. Do not permit any liens or security interests be filed against the Premises.

- i. Shall not touch, climb on, access, utilize, or otherwise interfere with any Town or Teton County owned equipment, items, or facilities located adjacent to, in, or around the Premises.
- j. Promptly deliver to Sublandlord at the end of this Sublease all keys for the Premises.

11. NO ILLEGAL OR PROHIBITED CONDUCT. Sublessee shall not use or permit the use of the Premises contrary to any federal, state, or local law or engage in any activity in or on the Premises that is illegal under any federal, state, or local law. Nor shall Sublessee permit others to engage in illegal activities in or on the Premises. Sublessee shall not engage in or permit in or on the Premises disruptive conduct, noisy disturbances, abusive language, intimidating behavior, bullying behavior, threatening behavior, violent acts, any other conduct that jeopardizes the health, safety, and/or welfare of Sublandlord, Sublandlord's agents, other tenants, neighbors, or property, or otherwise disturb or interfere with the rights of other tenants or neighbors. If Sublessee violates this section, the Lease may be immediately terminated by the Sublandlord in accordance with Section 28.

12. ALTERATIONS AND IMPROVEMENTS. Sublessee shall not make any alterations or improvements to the Premises without the advance express written consent of Sublandlord.

13. REPAIR AND MAINTENANCE. Sublessee shall keep the Premises in as good order as it was at the time of the commencement of this Sublease, reasonable wear and tear, damage by elements, accidental fire or other casualty excepted. Sublessee will immediately notify Sublandlord of any damage to the Premises or its contents, or to any inoperable equipment or appliances and such damage or inoperable equipment or appliance shall be promptly repaired at no expense to Sublessee, except as indicated below. Sublessee will be responsible for any damage caused by Sublessee, or Sublessee's family members, invitees, or guests. Sublessee agrees to be responsible for the following maintenance of the Premises, and acknowledges that any violation thereof shall be deemed a violation of this Sublease:

- a. Keep all windows, glass, window treatments, doors, locks, and hardware in good, clean order and repair.
- b. Do not obstruct or cover the windows or doors, with the exception of conventional window treatments.
- c. Do not leave windows or doors in an open position during inclement weather.
- d. Do not hang laundry, clothing, sheets, etc. from any window, rail, porch, or balcony, nor air or dry any of same within any yard area.
- e. Do not hang things from any exposed sprinkler system, or otherwise make use of any exposed sprinkler system in any way.
- f. Do not cause or permit any locks or hooks to be placed upon any door, except for child locks.
- g. Take reasonable precautions to avoid freezing pipes and plumbing fixtures, including adhering to any preventive measures stipulated by Sublandlord.
- h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use the same only for the purposes for which they were constructed. No sweepings, rubbish, sand, rags, ashes, or other substances shall be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Sublessee.
- i. Deposit all trash, garbage, rubbish, and refuse in the locations provided therefor and not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building.
- j. Keep the Premises, both inside and out, in good, clean, orderly, and sanitary condition.
- k. Do not paint any portion of the Premises without express written consent of Sublandlord.

- l. Do not permit any hazardous, toxic, or flammable substances to be stored or used in or about the Premises.
- m. Do not disconnect the smoke/fire alarm and/or any other detectors in the premises.
- n. Utilize the exhaust fans in the bathroom and kitchen areas at a level sufficient to prohibit the growth of mold in these areas or other areas prone to condensation.
- o. Do not store or accumulate items along the exterior walls.
- p. Shall be responsible for the arrangement, completion, and funding of any minor repair or maintenance that costs up to \$100.00 to complete.

14. KEYS. Sublessee shall be issued ____ (____) keys at the commencement of the Term of the Sublease.

- a. Lost Keys. Sublessee must immediately notify Sublandlord of a lost key, and shall cooperate with Landlord's procedures on lost keys.
- b. Locked Out. If Sublessee is locked out of the Premises, Sublessee must contact Sublandlord to gain entry. Sublessee will not be charged a fee for the first instance of lockout, but will be charged a fee for each subsequent lockout as follows:
 - i. Second lockout = \$25.00 fee
 - ii. Third lockout = \$50.00 fee
 - iii. Four or more lockouts = \$200.00 fee for each instance of lockout.

If Sublessee is charged a fee as provided herein, Sublandlord shall give Sublessee written notice of the charged fee. Sublessee shall pay the fee with the next rent payment that is due following the written notice, or the fee may be deducted from the Sublessee's paycheck as outlined in Section 6.

15. SMOKE ALARMS.

- a. Smoke Alarm Reset Callout. If Sublandlord is called out to reset a smoke alarm, Sublessee will not be charged a fee for the first reset callout, but will be charged for subsequent callouts as follows:
 - i. Second reset callout = \$25.00 fee
 - ii. Third reset callout = \$50.00 fee
 - iii. Four or more reset callouts = \$200.00 fee for each callout
- b. Smoke Alarm Damage. If Sublessee damages a smoke alarm, any costs incurred to repair the smoke alarm will be charged to Sublessee as a fee.
- c. Smoke Alarm Removal or Disconnection. Sublessee shall not remove or disconnect any smoke alarms. If Sublessee removes a smoke alarm from its ceiling mount or disconnects a smoke alarm without first obtaining permission from the Town's Facilities Manager, Sublessee shall be charged a \$200.00 fee.

If Sublessee is charged a fee as provided herein, Sublandlord shall give Sublessee written notice of the charged fee. Sublessee shall pay the fee with the next rent payment that is due following the written notice, or the fee may be deducted from the Sublessee's paycheck as outlined in Section 6.

16. SNOW REMOVAL. (Check One)

(____) All snow removal will be provided with no obligation to Sublessee.

(____) Sublessee is responsible for all ice and snow removal at the Premises from any steps, walkways, entrances, and driveways. Sublandlord will be responsible for any ice and snow removal from the roof.

(____) Sublessee shall have a shared responsibility with any other tenants of a shared housing unit for ice and snow removal at the Premises from any steps, walkways, entrances, and driveways. Sublandlord will be responsible for any ice and snow removal from the roof.

(☐) Sublessee shall be responsible for ice and snow removal from the _____. All other removal will be provided with no obligation to Sublessee, including removal from the _____.

17. YARD MAINTENANCE. (Check One)

(☐) All yard maintenance will be provided with no obligation to Sublessee.

(☐) Sublessee is responsible for maintaining the yard, including appropriate mowing and watering of the lawn. If there is a sprinkler system on the Premises, Sublessee may use the sprinkler system to water the lawn.

(☐) Sublessee shall have a shared responsibility with any other tenants of a shared housing unit for maintaining the yard, including appropriate mowing and watering of the lawn. If there is a sprinkler system on the Premises, Sublessee may use the sprinkler system to water the lawn. The maintenance and service of the sprinkler system, including the spring startup and winterization of the system, will be provided with no obligation to Sublessee. Sublessee will be responsible for any repair or damage caused by misuse, abuse, or neglect of the sprinkler system. Sublessee shall promptly notify Sublandlord of any yard or sprinkler system issues.

(☐) Sublessee shall be responsible for the following yard maintenance: _____. All other yard maintenance will be provided with no obligation to Sublessee.

18. UTILITIES. (Check All That Apply)

(☐) All utilities are included with rent.

(☐) The following utilities are included with rent: _____. Sublessee is responsible and shall pay for any other utilities that may be necessary or desirable.

(☐) Sublessee is responsible and shall pay for all utilities that may be necessary or desirable, including but not limited to power, gas, water, sewer, internet, and garbage removal.

(☐) If Sublessee is an employee of Town, Sublandlord will maintain the following utilities in Sublandlord's name: _____. Sublandlord will pay the costs for such utilities used by Sublessee directly to the respective company during the term of this Sublease. Sublessee shall reimburse Sublandlord for the costs of the utilities, which will be deducted from their paycheck as outlined herein.

19. CARPET CLEANING. Sublessee shall either clean the carpets with a carpet shampooer/steamer or have the carpets professionally cleaned prior to vacating the Premises. If Sublessee fails to clean the carpets satisfactorily or altogether, Sublandlord reserves the right to deduct from the security deposit the cost to have the carpets professionally cleaned.

20. CONVENANT OF QUIET ENJOYMENT. Sublessee, upon paying rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the Premises hereby leased during the term hereof.

21. OVERNIGHT GUESTS. Overnight guests may stay in or on the Premises for no more than seven (7) consecutive nights. No overnight visitation by a guest who has visited for a seven (7) night period may occur more than twice during each year of the Sublease. For purposes of enforcing these terms, Sublessee agrees to maintain current license plate information for all occupants residing in the unit.

22. ANIMALS. (Check All That Apply).

(☐) No pets are allowed except service animals or assistance animals.

() Sublessee intends to occupy the Premises with a service animal(s) or assistance animal(s). Service animals and assistance animals are allowed in accordance with Wyoming State and Federal law. A pet deposit is not required for a service animal or assistance animal. Sublessee may be liable for any damage caused by the service animal or assistance animal to the extent allowed under Wyoming State and Federal law.

() Provided allowed under the Primary Lease, in addition to any service animals or assistance animals, Sublandlord consents to allow Sublessee to have the following pet(s): _____.

Sublessee agrees that no other pet shall be kept on the Premises. The unauthorized presence of any pet will subject Sublessee to termination of this Sublease pursuant to the termination section herein. Sublessee must pay an additional \$____.00 pet deposit. The pet deposit shall be paid at the time of the execution of this Sublease, pursuant to a payment plan agreed to in writing by Sublandlord, or it may be deducted from Sublessee's paycheck as outlined in Section 6. The pet deposit is refundable unless there are damages or cleaning costs related to the pet(s). If the cost for the repair of the damages or cleaning exceeds the amount of the pet deposit, then Sublessee will be responsible and charged for the additional costs for repair or cleaning. Sublessee's pet(s) shall not be loud or disturb any neighbors or other residents in the building.

If Sublessee entered the Sublease with no pet and later seeks to acquire a pet during the term of the Sublease, or if Sublessee seeks an additional pet to what Sublandlord consented to above, advanced written consent from Sublandlord is required for the pet. Sublandlord's written consent shall contain an accounting of any additional pet deposit required for the pet, which deposit shall be paid in advance of Sublessee keeping the pet on the Premises.

23. SMOKING. No smoking is permitted in or on the Premises at any time.

24. PARKING. Sublessees shall only park in designated spaces, as follows _____.

25. INSPECTION/ENTRY. Landlord and Sublandlord shall have the right to enter the Premises for reasonable inspections, to make any agreed upon or necessary repairs/improvements, to show the Premises to prospective tenants or contractors, if believed the Premises have been abandoned, or where other good cause exists to enter. Sublessee shall be given at least twenty-four (24) hours advance notice of entry, except in the event of an emergency or where other good cause exists. For major repairs or improvements that will disrupt the occupancy of the Premises for more than one (1) day, Sublessee shall be given at least three (3) days advance notice of entry. Notwithstanding the foregoing, Landlord and Sublandlord shall have the right to enter and inspect the Premises and take appropriate action without advance notice in the event of any emergency.

26. TENANT'S PERSONAL PROPERTY AND INSURANCE. Landlord and Sublandlord shall not be responsible for loss, destruction, or damage to Sublessee's personal property regardless of the cause. Sublessee has the option to obtain a renter's insurance policy at their own cost.

27. CASUALTIES TO PREMISES. If the Premises are damaged by fire, elements, unavoidable accident, severe environmental condition, or other casualty, without the fault or negligence of Sublessee, the casualty terms shall be as set forth in the Primary Lease. In the event that the Premises must be repaired due to damage caused by Sublessee, Sublessee shall be responsible for reimbursing Landlord or Sublandlord for said repair(s) and such payment shall be made within thirty (30) days of receipt of an invoice specifying the repair and cost therefor.

28. TERMINATION. Except in the event of any default by Sublessee, which termination is governed by Section 34 and state statute and other termination provisions set forth in different sections of the Sublease, either Party may terminate this Sublease at any time upon giving thirty (30) days written notice. If the Sublease is terminated pursuant to this section, or pursuant to any other section of the Sublease, Sublessee will remain responsible for the full rent for both the month in which they give their thirty (30) days' notice and the month in which the thirty (30) days' notice period expires, even if they have vacated the Premises before the end of either month. However, if after the Sublessee vacates the Premises and the Sublandlord places another sublessee into the Premises during that month, then Sublessee will be obligated to pay prorated rent only up to the date the new sublessee takes occupancy of the Premises. In the event of any termination, Sublessee and any occupants are bound and shall abide by the terms and conditions of this Sublease until they vacate the Premises.

29. PRIMARY LEASE AND TERMINATION OF PRIMARY LEASE. Sublessee hereby agrees to be subject to and bound by the terms and conditions of the Primary Lease between Sublandlord and the Landlord. The Primary Lease is attached hereto, and all of the terms, covenants, and conditions thereof are hereby incorporated herein with the same force and effect as if set forth in full. The Sublease is subordinate to the Primary Lease and any conflicting provisions will be governed by the Primary Lease. In the event the Primary Lease terminates for any reason, this Sublease and all rights of Sublessee in and to the Premises shall automatically terminate on the date the Primary Lease terminates. Sublandlord shall have no liability to Sublessee as a result of such termination.

30. SURRENDER AND CLEANING. Upon the termination of this Sublease, Sublessee shall quit and surrender the Premises in as good condition and repair as it was at the date of the commencement of this Sublease, reasonable wear and tear excepted. Sublessee is responsible for cleaning so that at surrender the Premises are in as good of a condition and repair as at the commencement of this Sublease and, if cleaning is required to meet this standard, Sublandlord will deduct the cost of such from the security deposit or withhold from Sublessee's final paycheck in accordance with Section 6, if applicable. If the cost of cleaning exceeds the amount of the security deposit and Sublessee's final paycheck if Sublessee is an employee under Section 6, Sublessee will be responsible and charged for the additional cleaning costs.

31. BINDING EFFECT. All the terms, covenants and conditions of this Sublease shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, assigns, and legal representatives.

32. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made other than those set forth herein.

33. WAIVER. The waiver by the Parties of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either the of the Parties, except by appropriate written agreement duly executed by both Parties.

34. DEFAULT. Sublessee shall be in default if Sublessee fails to pay any part of the rent herein provided, or any other sum required by the Sublease to be paid at the times or in the manner provided under this Sublease or otherwise, or where any other covenant, term or condition of this Sublease is materially violated. In the event of a default by Sublessee, Sublandlord may provide Sublessee with a notice of termination and default and notice to quit ("**Default Notice**"), at its sole discretion. A Default Notice shall

include a request to cure the default within three (3) days of the written notice, and the specific date on which the lease will terminate if Sublessee fails to timely cure the default. If by its nature the default cannot be cured within three (3) days, but Sublessee commences the cure within that time period and perfects it thereafter, no immediate termination may be effectuated. If Sublessee is in default with respect to the same or substantially same covenant, term, or condition of the Sublease two (2) or more times during any three (3) month period during the term of the Sublease, notwithstanding any prior cure of default, Sublandlord may elect to immediately terminate the Sublease and Sublessee will not have the opportunity to cure the default. If the Sublease is terminated pursuant to this Section, Sublandlord shall provide Sublessee written notice of the termination and Sublessee will have three (3) days from the date of the notice to vacate the Premises, unless Sublandlord agrees in writing to extend the time to vacate. Sublandlord reserves all rights and remedies available to them under the law in the event of default, including commencement of eviction proceedings.

35. INDEMNIFICATION. The Parties shall not be liable for any injury, or loss to person or persons occurring on the Premises unless such act is the result of the negligence of either Party. The Parties agree to jointly hold each other harmless from any claims for damages for any injury or loss to person or persons occurring on the Premises, except for injury or loss caused by the negligence of each respective Party.

36. GOVERNMENTAL IMMUNITY. Sublandlord does not waive their governmental immunity by entering into this Sublease, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Sublease.

37. ATTORNEY'S FEES. The Parties agree that in the event either party incurs court costs or attorney's fees by reason of default or breach by the other Party, the prevailing Party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

38. NOTICES. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this provision.

SUBLESSEE

SUBLANDLORD

Town of Jackson
P.O. Box 1687
Jackson, WY 83001
employeehousing@jacksonwy.gov

Sublessee Cell Phone: _____

Sublessee Email: _____

Sublessee Vehicle Make/Model/Description: _____

Sublessee Vehicle License Plate: _____

Sublessee Vehicle Make/Model/Description: _____

Sublessee Vehicle License Plate: _____

39. SEVERABILITY. If any part of this Sublease shall be construed to be unenforceable, invalid, or illegal, such unenforceability, invalidity, or illegality shall not affect any other provisions and they shall remain in full force and effect.

40. ENTIRE AGREEMENT. This Sublease constitutes the complete and entire agreement between the Parties and may be modified only in writing duly signed by the Parties.

41. LAW AND JURISDICTION. This Sublease shall be construed in accordance with the laws of the State of Wyoming. Any litigation arising under the terms of the Sublease shall be in the state courts of the State of Wyoming, Ninth Judicial District. Any forcible entry and detainer action shall be brought in the Circuit Court of Teton County, Wyoming.

42. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders when the context so requires. This Sublease 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.

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

44. COUNTERPARTS; ELECTRONIC SIGNATURES. This Sublease 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 Sublease as well as any facsimile or other reproduction hereof.

45. INCORPORATION OF RECITALS. All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Party acknowledges they have read and understood all the terms of this Sublease and hereby agree to be bound thereby. The Parties further acknowledge that they were under no duress in signing this Sublease and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

SUBLESSEE:

By: _____

SUBLANDLORD:

Town of Jackson

By: _____

Arne O. Jorgensen, Mayor

Attest:

Riley Hovorka, Clerk

**PRIMARY LEASE AGREEMENT
LODGING ACCOMMODATIONS**
(Updated August 2025)

This Primary Lease Agreement ("**Lease**" or "**Primary Lease**") is made and entered into this _____ day of _____, 20____, by and between _____. ("**Landlord**" or "**Motel**") and the Town of Jackson, a municipal corporation of the State of Wyoming ("**Tenant**"). Landlord and Tenant are each a "**Party**" to the Lease and are collectively the "**Parties**."

RECITALS

WHEREAS, Landlord is the owner of lodging accommodations known as _____ located at _____, Wyoming;

WHEREAS, Landlord desires to lease a total number of _____ rooms in the lodging accommodations, with each room having a _____ (rooms are singularly and collectively the "**Lodging Accommodations**");

WHEREAS, Tenant desires to lease the Lodging Accommodations; and

WHEREAS, the Parties desire to enter into a written lease agreement providing the terms, covenants and conditions for the lease and occupancy of the Lodging Accommodations by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows:

1. LEASE. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Lodging Accommodations according to the terms and conditions of this Lease.

2. TERM. The Lease shall commence on _____, 20____, and end on _____, 20____, both dates inclusive, unless sooner terminated as provided herein. Either Party may terminate the Lease at any time upon giving thirty (30) days written notice prior to termination.

3. RENT. Tenant agrees to pay Landlord rent in the amount of \$_____.00 a (____) night / (____) month per room. The first rent payment shall be due and payable on _____, 20____. All subsequent rent payments are due and payable on the first day of each month. If the Lease term ends mid-month, the rent for that month shall be prorated to the date of the end of the term. All payments shall be made to Landlord by ACH payment set up through the Town Finance Department. Tenant may prepay the rent in advance for the term of the Lease or any portion of the term of the Lease. If the Lease is terminated prior to the end of the Term and Tenant paid rent in advance, rent shall be prorated to the termination date and Landlord shall refund the difference to Tenant within twenty (20) days of the termination date.

4. SUBLEASE. Tenant has the right to sublease the Lodging Accommodations subject to the following terms and conditions:

- a. Sublessees. Tenant may sublease the Lodging Accommodations to Town of Jackson employees or contractors, Teton County employees or contractors, or other persons locally employed and approved by the Town of Jackson.
- b. Compliance with Primary Lease. Sublessees shall be subject to and bound by the terms and conditions of the Primary Lease as if sublessee entered and executed the Primary Lease themselves. Notwithstanding the foregoing, Tenant will remain solely responsible to Landlord regarding Section 3, Rent. Tenant and sublessee shall be jointly and severally responsible for all other terms and conditions of the Primary Lease.
- c. Other Occupants. The sublessee may occupy and reside in the Lodging Accommodations alone, or with their spouse, partner, immediate family member, or with a housemate if agreed to in writing by Tenant. The rights of any permitted occupants are governed by the terms and conditions of the Primary Lease and such rights shall expire or terminate at the same time the sublessee's rights expire or terminate.
- d. Lodging Accommodations for Sublessee: Landlord will assign Sublessee a room number, distribute keys, and will provide all Lodging Accommodations, which includes access to all available amenities at Motel. Lodging Accommodations do not include the provision of meals. Landlord and its employees have the right to enter the Lodging Accommodations at any time for housekeeping purposes.
- e. Damage or Loss: Sublessee (____) shall or shall not (____) maintain a credit card on file with Landlord as a security against any damage or loss caused by the Sublessee to the Lodging Accommodations.

5. USE OF PREMISES. Tenant agrees their use of the Lodging Accommodations is conditioned upon the following:

- a. Shall abide by all rules and regulations of Motel, including but not limited to those related to housekeeping, parking, use of amenities, and use or prohibition of hot plates, other types of cook tops, and crockpots.
- b. Shall not use or permit the use of the Lodging Accommodations contrary to any federal, state, or local law or engage in any activity in or on the Lodging Accommodations premises that is illegal under any federal, state, or local law.
- c. Shall not engage in or permit in or on the premises disruptive conduct, noisy disturbances, abusive language, intimidating behavior, bullying behavior, threatening behavior, violent acts, any other conduct that jeopardizes the health, safety, and/or welfare of Motel, Motel's agents, other tenants, neighbors, or property, or otherwise disturb or interfere with the rights of others.
- d. Must keep radios, televisions, stereos, other audio devices, etc., at a level of sound that does not annoy or interfere with other residents or neighbors.
- e. Shall not make any alterations or improvements to the Lodging Accommodations without the advanced express written consent of the Motel.
- f. May not use the Lodging Accommodations as a business address or for the purpose of conducting any type of business, profession, or trade ("Business Activities").
- g. May not obstruct or cover the windows or doors.
- h. May not leave windows or doors in an open position during inclement weather.
- i. May not hang laundry, clothing, sheets, etc. from any window, rail, porch, or balcony.
- j. May not cause or permit any locks or hooks to be placed upon any door.
- k. Shall take reasonable precautions to avoid freezing pipes and plumbing fixtures.

- l. Shall keep all sinks, toilets, and all other water and plumbing apparatus in good order and repair and use the same only for the purposes for which they were constructed. No sweepings, rubbish, sand, rags, ashes, or other substances shall be thrown or deposited therein. The sewage system may only be used for human waste, toilet paper, and typical wash water. Women's feminine products and other trash must not be disposed of in the sewage system.
- m. Shall deposit all trash, garbage, rubbish, and refuse in the locations provided therefor and not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building.
- n. Shall keep the Lodging Accommodations, both inside and out, in good, clean, orderly, and sanitary condition.
- o. May not permit any hazardous, toxic, or flammable substances to be stored or used in or about the Lodging Accommodations.
- p. May not disconnect the smoke/fire alarm and/or any other detectors in the Lodging Accommodations.
- q. May not hang any items from or use an exposed sprinkler system in any way.
- r. Intentionally or negligently destroy, deface, impair, or remove any part of the Lodging Accommodations, or permit any person to do so.

6. UTILITIES AND MAINTENANCE. All utilities, maintenance, and repairs for the Lodging Accommodations are the responsibility of the Landlord.

7. CONVENANT OF QUIET ENJOYMENT. The Landlord covenants that the Tenant, upon paying rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the Lodging Accommodations hereby leased during the term hereof. Tenant will not commit any nuisance or act which may disturb the quiet enjoyment of any neighbors.

8. OVERNIGHT GUESTS. Overnight guests may stay for no more than seven (7) consecutive nights. No overnight visitation by a guest who has visited for a seven (7) night period may occur more than twice during a Term of the Lodging Accommodations.

9. PETS. No pets are allowed.

10. SMOKING. No smoking is permitted in or on the Lodging Accommodations at any time.

11. PARKING. Tenant's sublessees shall only park in spaces designated by the Landlord.

12. INSURANCE. Landlord shall maintain, at its expense, fire, comprehensive general liability, and extended "all-risk" coverage on the Premises.

13. CASUALTIES TO PREMISES. If the Lodging Accommodations shall be damaged by fire, elements, unavoidable accident, or other casualty, without the fault or negligence of Tenant or Tenant's sublessee, and the Lodging Accommodations are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Lodging Accommodations shall be rendered untenable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Lodging Accommodations rendered

untenantable. If, by reason of such occurrence, the Lodging Accommodations shall be rendered wholly untenable, Landlord shall promptly cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Lodging Accommodations shall be rendered wholly untenable by reason of such occurrence and the Premises cannot be repaired within thirty (30) days from the date such damage occurs, Landlord or Tenant shall at their option have the right to declare the balance of the term of this Lease to be null and void. In the event that the Lodging Accommodations must be repaired due to damage caused by Tenant or Tenant's sublessee, Tenant shall be responsible for timely reimbursing Landlord for said repair(s) upon receipt of an invoice specifying the repair and cost therefor.

14. SURRENDER. Upon the termination of this Lease, Tenant shall immediately and peaceably vacate the Lodging Accommodations.

15. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, assigns, and legal representatives.

16. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made other than those set forth herein.

17. WAIVER. The waiver by the Landlord or Tenant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either the Landlord or the Tenant, except by appropriate written agreement duly executed by both Parties.

18. DEFAULT. Tenant shall be in default if the Tenant fails to pay any part of the rent herein provided, or any other sum required by the Lease to be paid to the Landlord at the times or in the manner provided under the Lease or otherwise, or where any other covenant, term, or condition of this Lease is materially violated, whether by Tenant or Tenant's sublessee. In an instance of default, Landlord shall give Tenant written notice of said default. If the default is not cured within ten (10) days of the notice, then Landlord may terminate the Lease. However, the Landlord may not terminate the lease: (i) if by its very nature the default cannot be cured within ten (10) days, and Tenant commences the cure within that time period and perfects it thereafter as agreed by the parties, or (ii) if default is related to the actions of a sublessee, the Parties shall agree how to cure such default, and Tenant shall commence such cure as immediate as possible. The Landlord reserves all rights and remedies available to them under the law in the event of default.

19. INDEMNIFICATION. Landlord and Tenant shall not be liable for any injury, or loss to person or persons occurring on the Lodging Accommodations unless such act is the result of the negligence of the Landlord or Tenant. The Landlord and Tenant agrees to jointly hold each other harmless from any claims for damages for any injury or loss to person or persons occurring on the Lodging Accommodations, except for injury or loss caused by the negligence of each respective Party.

20. GOVERNMENTAL IMMUNITY. Tenant does not waive their governmental immunity by entering into this Lease, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

21. ATTORNEY'S FEES. Landlord and Tenant agree that in the event either Party incurs court costs or attorney's fees by reason of default or breach by the other Party, the prevailing Party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

22. NOTICES. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this provision.

LANDLORD

TENANT

Town of Jackson
P.O. Box 1687
Jackson, WY 83001
employeehousing@jacksonwy.gov

23. SEVERABILITY. If any part of this Lease shall be construed to be unenforceable, invalid, or illegal, such unenforceability, invalidity, or illegality shall not affect any other provisions and they shall remain in full force and effect.

24. ENTIRE AGREEMENT. This Lease constitutes the complete and entire agreement between the Parties and may be modified only in writing duly signed by the Parties.

25. LAW AND JURISDICTION. This Lease shall be construed in accordance with the laws of the State of Wyoming. Any litigation arising under the terms of the Lease shall be in the state courts of the State of Wyoming, Ninth Judicial District. Any forcible entry and detainer action shall be brought in the Circuit Court of Teton County, Wyoming.

26. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders when the context so requires. This Lease 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.

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

28. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via 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 Lease as well as any facsimile or other reproduction hereof.

29. INCORPORATION OF RECITALS. All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein

IN WITNESS WHEREOF, each Party acknowledges they have read and understood all the terms of this Lease and hereby agree to be bound thereby. The Parties further acknowledge that they were under no duress in signing this Lease and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

LANDLORD:

By: _____

TENANT:

Town of Jackson

Arne O. Jorgensen, Mayor

Attest:

Riley Hovorka, Clerk

**LODGING ACCOMMODATION EMPLOYEE AGREEMENT
AND PAYCHECK DEDUCTION AUTHORIZATION**
(Updated August 2025)

This Lodging Accommodation Employee Agreement and Payroll Deduction Authorization (“**Agreement**”) is made and entered into _____, 20____, by and between the Town of Jackson, a municipal corporation of the State of Wyoming, (“**Employer**”) and _____ (“**Employee**”). Employer and Employee are each a “**Party**” to the Agreement and are collectively the “**Parties**.”

RECITALS

WHEREAS, Employer secured lodging accommodations at a local motel (“**Lodging Accommodations**”) for the use of selected employees, and Employer is required to directly pay the motel for the costs of the Lodging Accommodations;

WHEREAS, Employee is employed by Employer and has been selected to receive the Lodging Accommodations;

WHEREAS, Employee desires to receive the Lodging Accommodations and to reimburse Employer for the costs of the Lodging Accommodations by authorizing the deduction of such costs from their paycheck; and

WHEREAS, the Parties desire to enter into a written agreement providing the terms, covenants, and conditions for this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows:

1. LODGING ACCOMMODATIONS AND OCCUPANCY. Lodging Accommodations shall be available to Employee at the following motel: _____, located at _____, Wyoming 83001 (“**Motel**”). Motel will assign Employee a room number and will provide Lodging Accommodations, which includes access to all available amenities at Motel including parking. Lodging Accommodations do not include the provision of meals. Motel has the right to enter the Lodging Accommodations at any time for housekeeping purposes. Only the Employee and any individual agreed to and listed below may occupy and reside in the Lodging Accommodations, excluding an occasional, overnight guest as set forth herein. The rights of any permitted occupants are governed by the terms and conditions hereunder and such rights shall expire or terminate at the same time the Employee’s rights expire or terminate.

- a. Name: _____
- b. Name: _____

2. TERM AND COSTS. Lodging Accommodations for Employee shall commence on _____, 20____, and end on _____, 20____, both dates inclusive (“**Term**”), unless sooner terminated as provided herein. The costs of the Lodging Accommodations are paid by the Employer directly to Motel.

3. DAMAGE OR LOSS. (Check One)

() Employee shall maintain a credit card on file with Motel as security against any damage or loss caused by the Employee to the Lodging Accommodations. If Employer is charged by Motel for any damages or loss caused by Employee to the Lodging Accommodations, Employee shall reimburse Employer for said charges within thirty (30) days of written notice from Employer.

() Employee shall pay Employer a security deposit in the amount of _____.00. The security deposit shall be paid at the time of execution of this Agreement, pursuant to a payment plan agreed to in writing by the Employer, or it may be deducted from the Employee's paycheck as outlined in Section 4. The security deposit shall be retained by the Employer to be used for: (i) any damages, other than normal wear and tear, caused by Employee to the Lodging Accommodations, (ii) any missing or damaged furnishings, furniture, or items, other than normal wear and tear, from the Lodging Accommodations, (iii) any unpaid rent, fees, or charges, (iv) abandonment of the Lodging Accommodations, (v) cleaning expenses required to return the Lodging Accommodations to as good a condition as it was upon commencement of this Agreement, and/or (vi) to the extent permitted by Wyoming law, any other costs or damages sustained by the Employer by reason of the failure of the Employee to comply with any terms, provisions, covenants, or agreements contained in this Agreement. It is understood that the security deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Employer shall not be obligated (although it may do so at its option) to apply the security deposit to any unpaid rent, fees, charges, or portion thereof at the termination of the Agreement. Employer shall return that portion of the security deposit not used for one of the above-listed deductions no later than thirty (30) days following vacation of the Lodging Accommodations by Employee provided that, if the security deposit is being applied to any permissible circumstance, this time period shall be extended by an additional thirty (30) days. Employee shall be liable for any damages or expenses owed in excess of the security deposit. Employer shall promptly provide Employee written notice of the amount owed, and Employee shall pay said amount within seven (7) days of notice by remitting payment to the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

4. COSTS REIMBURSEMENT AND PAYCHECK DEDUCTION AUTHORIZATION. Employee agrees to reimburse Employer at the rate of \$_____.00 /month for the Term. Employee authorizes Employer to deduct said reimbursement costs from their bi-weekly paychecks (each of which is from a "pay period" that is a time frame of fourteen (14) days) for the entire duration of their employment, as follows:

- a. First paycheck. A sum prorated for as many nights as Employee occupied the Lodging Accommodations during their first pay period shall be deducted from Employees' first paycheck.
- b. Final paycheck. A sum prorated for as many nights as Employee occupied the Lodging Accommodations during their final pay period shall be deducted from Employees' final paycheck. Employee authorizes Employer to withhold and deduct from their final paycheck any reimbursement costs for nights Employee occupies the Lodging Accommodations after their final pay period as provided herein and any additional unpaid costs or expenses provided for in this Agreement, such as cleaning costs.
- c. Intervening paychecks. The sum of \$_____.00 (equal to half (½) of the monthly reimbursement rate set forth above) shall be deducted from each paycheck until the Employee's final pay period.
- d. Security Deposit. If a security deposit is required, and Employee does not pay the security deposit at the time of the execution of the Agreement, then \$_____.00 shall be deducted from Employee's paycheck each month until the security deposit is paid in full. Half (½) of this amount shall be deducted from the Employee's paycheck with the first pay period of the month, and the second half (½) of this amount shall be deducted from the Employee's paycheck with the second pay period of the month.

- e. Insufficient income. If Employee does not have sufficient income in their paycheck to cover the amount required to be deducted in a pay period (whether first, intervening, or final) as outlined above, the outstanding amount owed shall be deducted from the next pay period in addition to the deduction owed in that pay period. In the event Employee does not have sufficient income in their final paycheck to cover the amount required to be deducted in their final pay period, or to cover reimbursement costs for nights Employee occupies the Lodging Accommodations after their final pay period, then Employer shall promptly provide Employee written notice of the outstanding amount owed, and Employee shall pay the outstanding amount within three (3) days of notice. Any outstanding amount owed may be paid through the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

5. CONTINUED EMPLOYMENT. A condition precedent to Lodging Accommodations remaining available to Employee is continued full-time employment with Employer. Full-time employment means either i) at least thirty-five (35) hours per week, or ii) an average of thirty-five (35) hours a week per quarter for variable-hour employees, unless otherwise approved in writing by the Director of Internal Services. If Employee's employment terminates whether voluntarily or involuntary, Employer shall provide Employee written notice of termination of the Lodging Accommodations and notice to quit the Lodging Accommodations, and Employee shall vacate the Premises within three (3) days of their last day of work, or by the end date of the Term, whichever is sooner, unless Employer agrees in writing to extend the time to vacate.

6. RESIDENCE OWNERSHIP. Employee shall not directly own or own through a marriage, partnership, corporation, or any other means any other residential housing unit within the Town of Jackson limits, within Teton County limits, or in any outlying community from which an employee could reasonably commute. By signing this Agreement, Employee affirms they do not own a residential housing unit under any of these circumstances. Should Employee be found to be in violation of this provision, Employer will provide written notice of the violation and notice of termination of this Agreement, and Employee will have three (3) days to vacate the Lodging Accommodations upon termination of the Agreement under this provision. This same provision applies to all individuals occupying and residing in the Lodging Accommodations.

7. USE OF PREMISES. Employee agrees their use of the Lodging Accommodations is conditioned upon the following:

- a. Shall abide by all rules and regulations of Motel and Employer, including but not limited to those related to housekeeping, inspection of rooms, parking, smoking, pets, use of amenities, and use or prohibition of hot plates, other types of cook tops, and crockpots.
- b. May not sublease the Lodging Accommodations.
- c. Must keep radios, televisions, stereos, other audio devices, etc., at a level of sound that does not annoy or interfere with other residents or neighbors.
- d. Shall not make any alterations or improvements to the Lodging Accommodations without the advanced express written consent of Motel.
- e. May not use the Lodging Accommodations as a business address or for the purpose of conducting any type of business, profession, or trade ("Business Activities").
- f. May not obstruct or cover the windows or doors.
- g. May not leave windows or doors in an open position during inclement weather.
- h. May not hang laundry, clothing, sheets, etc. from any window, rail, porch, or balcony.
- i. May not cause or permit any locks or hooks to be placed upon any door.
- j. Shall take reasonable precautions to avoid freezing pipes and plumbing fixtures.

- k. Shall keep all sinks, toilets, and all other water and plumbing apparatus in good order and repair and use the same only for the purposes for which they were constructed. No sweepings, rubbish, sand, rags, ashes, or other substances shall be thrown or deposited therein. The sewage system may only be used for human waste, toilet paper, and typical wash water. Women's feminine products and other trash must not be disposed of in the sewage system.
- l. Shall deposit all trash, garbage, rubbish, and refuse in the locations provided therefor and not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building.
- m. Shall keep the Lodging Accommodations, both inside and out, in good, clean, orderly, and sanitary condition.
- n. May not permit any hazardous, toxic, or flammable substances to be stored or used in or about the Lodging Accommodations.
- o. May not disconnect the smoke/fire alarm and/or any other detectors in the Lodging Accommodations.
- p. May not hang any items from or use an exposed sprinkler system in any way.
- q. Shall not intentionally or negligently destroy, deface, impair, or remove any part of the Lodging Accommodations, or permit any person to do so.

8. NO ILLEGAL OR PROHIBITED CONDUCT. Employee shall not use or permit the use of the Lodging Accommodations contrary to any federal, state, or local law or engage in any activity in or on the Lodging Accommodations premises that is illegal under any federal, state, or local law. Nor shall Employee permit others to engage in illegal activities in or on the premises. Employee shall not engage in or permit in or on the premises disruptive conduct, noisy disturbances, abusive language, intimidating behavior, bullying behavior, threatening behavior, violent acts, any other conduct that jeopardizes the health, safety, and/or welfare of Motel, Motel's agents, other tenants, neighbors, or property, or otherwise disturb or interfere with the rights of others. If Employee violates this section, the Lodging Accommodations may be terminated by Employer. If Employer elects to terminate the Lodging Accommodations, Employer shall provide Employee written notice of the termination and Employee will have three (3) days from the date of the notice to vacate.

9. OVERNIGHT GUESTS. Overnight guests may stay in or on the Premises for no more than seven (7) consecutive nights. No overnight visitation by a guest who has visited for a seven (7) night period may occur more than twice during a Term of the Lodging Accommodations.

10. DEFAULT. Employee shall be in default where any covenant, term, or condition hereunder is materially violated. If default is not cured within three (3) days of written notice, then Employer may terminate the Lodging Accommodations, provided that, if by its nature the default cannot be cured within three (3) days, but Employee commences the cure within that time and perfects it thereafter, no immediate termination may be effectuated. If Employee is in default with respect to the same or substantially same covenant, term, or condition two (2) or more times during the Term, notwithstanding any prior cure of default, Employer may elect to immediately terminate the Lodging Accommodations and Employee will not have the opportunity to cure the default. If the Lodging Accommodations are terminated pursuant to this section, Employer shall provide Employee written notice of the termination and Employee will have three (3) days from the date of the notice to vacate, unless Employer agrees in writing to extend the time to vacate. The Employer reserves all rights and remedies available to them under the law in the event of default, including commencement of eviction proceedings.

11. TERMINATION. In addition to other termination provisions set forth in different sections herein, either Party may terminate this Agreement at any time upon giving thirty (30) days prior written notice. If the Agreement is terminated pursuant to this section, or pursuant to any other section of the Agreement, Employee will be responsible to reimburse Employer for the costs of the Lodging Accommodations for the entire month in which they last occupy the Lodging Accommodations, even after they have vacated. However, if after the Employee vacates the Lodging Accommodations and the Employer places another employee into the Lodging Accommodations during that month, then Employee will be obligated to reimburse Employer prorated costs of the Lodging Accommodations only up to the date the new employee takes occupancy of the Lodging Accommodations. In the event of any termination, Employee and any occupants are bound and shall abide by the terms and conditions of this Agreement until they vacate the Lodging Accommodations.

12. CONVENANT OF QUIET ENJOYMENT. Employee, upon paying rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold, and enjoy the Lodging Accommodations during the term hereof.

13. SURRENDER. Upon the termination of the Lodging Accommodations, Employee shall immediately and peaceably vacate the Lodging Accommodations.

14. BINDING EFFECT. All the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, assigns, and legal representatives.

15. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made other than those set forth herein.

16. WAIVER. The waiver by the Parties of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either the of the Parties, except by appropriate written agreement duly executed by both Parties.

17. INDEMNIFICATION. The Parties shall not be liable for any injury, or loss to person or persons occurring at the Lodging Accommodations unless such act is the result of the negligence of either Party. The Parties agree to jointly hold each other harmless from any claims for damages for any injury or loss to person or persons occurring on the Premises, except for injury or loss caused by the negligence of each respective Party.

18. GOVERNMENTAL IMMUNITY. Employer does not waive their 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.

19. ATTORNEY'S FEES. The Parties agree that in the event either party incurs court costs or attorney's fees by reason of default or breach by the other Party, the prevailing Party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

20. NOTICES. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address

specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this provision.

EMPLOYEE

EMPLOYER

Town of Jackson
P.O. Box 1687
Jackson, WY 83001
employee housing@jacksonwy.gov

Employee Cell Phone: _____

Employee Email: _____

21. SEVERABILITY. If any part of this Agreement shall be construed to be unenforceable, invalid, or illegal, such unenforceability, invalidity, or illegality shall not affect any other provisions and they shall remain in full force and effect.

22. ENTIRE AGREEMENT. This Agreement constitutes the complete and entire agreement between the Parties and may be modified only in writing duly signed by the Parties.

23. LAW AND JURISDICTION. This Agreement shall be construed in accordance with the laws of the State of Wyoming. Any litigation arising under the terms of the Agreement shall be in the state courts of the State of Wyoming, Ninth Judicial District. Any forcible entry and detainer action shall be brought in the Circuit Court of Teton County, Wyoming.

24. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders when the context so requires. 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.

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

26. 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 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.

27. INCORPORATION OF RECITALS. All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein

IN WITNESS WHEREOF, each Party acknowledges they have read and understood all the terms of this Agreement and hereby agree to be bound thereby. The Parties further acknowledge that they were under no duress and voluntarily signed this Agreement and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

EMPLOYER:

Town of Jackson

EMPLOYEE:

Arne O. Jorgensen, Mayor

Print Name

Attest:

Riley Hovorka, Clerk

TOWN OF JACKSON
GENERAL RESIDENTIAL LEASE AGREEMENT
(Updated August 2025)

This Residential Lease Agreement ("**Lease**") is made and entered into this _____ day of _____, 20_____, by and between the Town of Jackson, a municipal corporation of the State of Wyoming, ("**Landlord**" or "**Town**") and _____ ("**Tenant**"). Landlord and Tenant are each a "**Party**" to the Lease and are collectively the "**Parties.**"

RECITALS

WHEREAS, Landlord is the owner of certain real property, residential unit, and improvements located at _____, and more particularly described _____ as _____;

WHEREAS, Landlord desires to lease the real property, residential unit, improvements and any common areas, including _____ (collectively the "**Premises**");

WHEREAS, Tenant desires to lease the Premises; and

WHEREAS, the Parties desire to enter into a written lease agreement providing the terms, covenants and conditions for the lease and occupancy of the Premises by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows:

1. **LEASE**. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises according to the terms and conditions of this Lease.

2. **OCCUPANTS**. Tenant may occupy and reside in the Premises alone, or with immediate family members, partners, or housemates as agreed to and listed below, or as further modified or agreed to in writing by the Landlord. The rights of any permitted occupants are governed by the terms and conditions of this Lease and such rights shall expire or terminate at the same time the Tenant's rights expire or terminate hereunder.

- i. Name: _____
- ii. Name: _____
- iii. Name: _____

3. **TERM**. The Lease shall commence on _____, 20__ and end on _____, 20__, both dates inclusive ("**Term**"), unless sooner terminated. Upon expiration of the Term of this Lease, if Tenant remains in possession of the Premises without the execution of a new written lease or without the express written consent of Landlord, such holding over shall not be deemed to renew or extend the Term. Instead, such occupancy shall be construed as a tenancy from month-to-month, terminable by either party in accordance with the termination provision set forth in Section 32, subject to all the terms and conditions of this Lease except for the duration of the Term. Such month-to-month tenancy shall continue until (i) a new lease agreement is executed by both parties, or (ii) Tenant is lawfully removed or evicted from the Premises pursuant to applicable law, whichever occurs first.

4. RENT. Tenant agrees to pay Landlord monthly rent in the amount of \$____.00, payment for which will begin on _____, 20____. Landlord may increase the rent amount once every calendar year. Landlord shall give Tenant at least sixty (60) days written notice prior to any rent increase. In the event the term of the Lease begins on a day other than the first day of the month, or the initial term of the Lease ends on a day other than the last day of the month, the rent shall be prorated for as many days as Tenant occupies the Premises for that month.

(☐) Tenant is an employee of Town. All rental payments, including any late payment fees, shall be paid in accordance with Section 6 below (paycheck deduction).

(☐) Tenant is not an employee of Town. All subsequent rent payments are due and payable on the first day of each month. If rent is not paid by the third day of each month ("**Grace Period**"), a late charge of \$50.00 shall be due. Late charges shall continue to accrue after the third day at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. Any late charges due will be considered additional rent. If a check is returned by Tenant's bank for any reason, there will be a \$50.00 returned check fee that will be applied and due in addition to the outstanding rent and, if applicable, any late charges. Rent may be paid through the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

All Tenants: If Tenant fails to pay rent or any other fees due and payable under this Lease on or before the applicable due date specified in this Lease, and after any Grace Period has expired, Landlord reserves the right to terminate this Lease and require Tenant to vacate the premises in accordance with Landlord's Default Notice as set forth in Section 37. Failure to vacate the Premises may result in legal action for eviction as permitted by Wyoming law.

5. SECURITY DEPOSIT. Tenant shall pay a security deposit equal to one (1) month's rent. The security deposit shall be paid at the time of execution of this Lease, pursuant to a payment plan agreed to in writing by the Landlord, or it may be deducted from the Tenant's paycheck as outlined in Section 6. If the rent amount increases as provided herein, the amount of the security deposit shall increase to reflect the increase in the rent amount. Landlord shall give Tenant at least sixty (60) days written notice prior to the increase of the security deposit. The security deposit increase shall be paid at the time the rent amount increase is implemented, or it may be deducted from the Tenant's paycheck as outlined in Section 6. The security deposit shall be retained by the Landlord to be used for: (i) any damages, other than normal wear and tear, caused by Tenant, (ii) any missing or damaged furnishings, furniture, or items, other than normal wear and tear, from the Premises, (iii) any unpaid rent, fees, or charges, (iv) abandonment of the Premises, (v) cleaning expenses required to return the Premises to as good a condition as it was upon commencement of this Lease, and/or (vi) to the extent permitted by Wyoming law, any other costs or damages sustained by the Landlord by reason of the failure of the Tenant to comply with any terms, provisions, covenants, or agreements contained in this Lease. It is understood that the security deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Landlord shall not be obligated (although it may do so at its option) to apply the security deposit to any unpaid rent, fees, charges, or portion thereof at the termination of the Lease. Landlord shall return that portion of the security deposit not used for one of the above-listed deductions no later than thirty (30) days following vacation of the Premises by Tenant provided that, if the security deposit is being applied to any permissible circumstance, this time period shall be extended by an additional thirty (30) days. Tenant shall be liable for any damages or expenses owed in excess of the security deposit. Landlord shall promptly provide Tenant written notice of the amount owed by Tenant, and Tenant shall pay said amount within seven (7) days of notice by remitting payment to the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance

Department, or at Landlord's election, it may be deducted from the Tenant's paycheck as outlined in Section 6.

6. PAYCHECK DEDUCTION AUTHORIZATION. If Tenant is an employee of the Town, Tenant agrees to the following payment terms, and authorizes the Town, as its employer, to deduct rent, utility costs, deposits, and fees from their bi-weekly paychecks (each of which is from a "pay period" that is a time frame of fourteen (14) days) as follows:

- a. Rent. Half ($\frac{1}{2}$) of the rent amount shall be deducted from the Tenant's paycheck with the first pay period of the month, and the second half ($\frac{1}{2}$) of the rent shall be deducted from Tenant's paycheck with the second pay period of the month.
- b. Utility costs. If Tenant is required to reimburse Landlord for the costs of utilities pursuant to Section 20, such costs shall be deducted from Tenant's paycheck with the second pay period of the month.
- c. Security Deposit. If Tenant does not pay the security deposit at the time of the execution of the Lease, or does not pay any increase in the security deposit when required as set forth herein, then \$200.00, or an alternative amount as authorized by the Landlord, shall be deducted from Tenant's paycheck each month until the security deposit or security deposit increase is paid in full. Half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the first pay period of the month, and the second half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the second pay period of the month.
- d. Pet Deposit. If Tenant has a pet and does not pay the pet deposit at the time of the execution of the Lease in accordance with Section 25 herein, then \$200.00, or an alternative amount authorized by the Landlord, shall be deducted from Tenant's paycheck each month until the pet deposit is paid in full. Half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the first pay period of the month, and the second half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the second pay period of the month.
- e. Fees. Any fees charged to Tenant shall be deducted from Tenant's paycheck in the pay period following the charged fee.
- f. Insufficient Income. If Tenant does not have sufficient income in their paychecks to cover the rent payments, utility costs, the security deposit, or fees as outlined above, the outstanding amount due with each pay period shall be remitted no later than the Monday following the payday for the insufficient paycheck, and in no event shall the entire rent amount be paid later than the twenty fifth day of the month or it will be considered late.
- g. Late and Return Check Fees. If rent is not paid in full by the twenty fifth (25th) day of the month, a late fee of \$50.00 will be applied, and is due in addition to the outstanding rent. Late fees shall continue to accrue after the tenth day at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. If a check is returned by Tenant's bank for any reason, there will be a \$50.00 returned check fee that will be applied and is due in addition to the outstanding rent and, if applicable, any late charges.
- h. Final Paycheck. Landlord reserves the right to withhold and deduct from Tenant's final paycheck any unpaid amounts including, but not limited to rent, fees, charges, security deposit, damage costs, utilities, or cleaning costs. Landlord may further withhold and deduct from Tenant's final paycheck any such costs or fees that will become due after Tenant's final pay period. If Tenant does not have sufficient income in their final paycheck to cover the amount required to be deducted, then Landlord shall promptly provide Tenant written notice

of the outstanding amount owed, and Tenant shall pay the outstanding amount within three (3) days of notice.

- i. Outstanding Payments. Any outstanding rent, costs, or fees may be paid through the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

7. CONTINUED EMPLOYMENT. (Check One)

☐ A condition precedent to Tenant leasing the Premises is continued full-time employment with the Town of Jackson or Teton County, Wyoming, or continued status as an active volunteer or probationary status with the Jackson/Teton County Fire/EMS. Full-time employment means either i) at least thirty-five (35) hours per week, or ii) an average of thirty-five (35) hours a week per quarter for variable-hour employees, unless otherwise approved in writing by the Director of Internal Services. If Tenant's employment terminates whether voluntarily or involuntary, Landlord shall provide Tenant written notice of termination of the Lease and notice to quit the Premises, and Tenant shall vacate the Premises within three (3) days of their last day of work, or by the end date of the Lease, whichever is sooner, unless Landlord agrees in writing to extend the time to vacate.

☐ The Tenant's employment is not a condition precedent to Tenant leasing the Premises.

8. SOLE RESIDENCE. Tenant shall use the Premises only as their sole, year-round residence. Tenant shall not directly own or own through a marriage, partnership, corporation, or any other means any other residential housing unit within the Town of Jackson limits, within Teton County limits, or in any outlying community from which an employee could reasonably commute. By signing this Lease, Tenant affirms they do not own a residential housing unit under any of these circumstances. If Tenant is found to be in violation of this provision, Landlord will provide written notice of the violation and notice of termination of the Lease, and Tenant will have thirty (30) days to vacate the Premises upon termination of the Lease under this provision. This same provision applies to all individuals residing in and occupying the Premises.

9. MOVE IN INSPECTION WORKSHEET. Tenant shall complete and execute a Move In Inspection Worksheet ("Worksheet") within fourteen (14) days of the commencement of the Lease. The Worksheet shall provide a detailed accounting of the condition of the Premises, including, but not limited to, repairs needed, damages, or material defects. If there are any furnishings, furniture, or items contained in the Premises, the Worksheet shall also document an inventory and a detailed accounting of the conditions of such furnishings, furniture, and items. If a Worksheet is not completed by the Tenant in the time specified, this may result in the Tenant being held responsible for all issues noted by Landlord at move out.

10. USE OF PREMISES. Tenant agrees and acknowledges that their use of the Premises is conditioned upon the following:

- a. Shall comply with all requirements of any governmental authorities, housing authorities, or homeowner associations concerning the Premises now or hereafter in force.
- b. Shall comply with rules or regulations made by Landlord from time-to-time for the safety, care, upkeep, and cleanliness of the Premises.
- c. Do not place auxiliary structures of any kind on the Premises without the express written consent of the Landlord.
- d. Do not install any satellite dishes cable, or permanent or semi-permanent communication services on, in, or attached to any portion of the Premises.
- e. Do not sublease the Premises during the term of this Lease.

- f. May not use the Premises as a business address or for the purpose of conducting any type of business, profession, or trade ("Business Activities") without the prior express written consent of the Landlord. If Tenant obtains consent to conduct Business Activities at the Premises, Tenant shall conduct such Business Activities in a manner that is lawful and does not create any nuisance, or interfere with, annoy, or disturb any neighbors or other residents at the Premises. Tenant, at their own expense, shall be responsible for duly procuring and maintaining any governmental license or permit that is required for the Business Activities. Consent for the Business Activities may be rescinded at any time by providing thirty (30) days written notice to Tenant for Business Activities to cease.
- g. Shall keep radios, televisions, stereos, other audio devices, etc., at a level of sound that does not annoy or interfere with other residents or neighbors.
- h. Do not permit any liens or security interests be filed against the Premises.
- i. Promptly deliver to Landlord at the end of this Lease all keys for the Premises.

11. NO ILLEGAL OR PROHIBITED CONDUCT. Tenant shall not use or permit the use of the Premises contrary to any federal, state, or local law or engage in any activity in or on the Premises that is illegal under any federal, state, or local law. Nor shall Tenant permit others to engage in illegal activities in or on the Premises. Tenant shall not engage in or permit in or on the Premises disruptive conduct, noisy disturbances, abusive language, intimidating behavior, bullying behavior, threatening behavior, violent acts, any other conduct that jeopardizes the health, safety, and/or welfare of Landlord, Landlord's agents, other residents, neighbors, or property, or otherwise disturb or interfere with the rights of other residents or neighbors. If Tenant violates this section, the Lease may be terminated by the Landlord in accordance with Section 32.

12. ALTERATION AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the Premises without the advanced written consent of the Landlord.

13. REPAIR AND MAINTENANCE. Tenant shall keep the Premises in as good order as it was at the time of the commencement of this Lease, reasonable wear and tear, damage by elements, accidental fire or other casualty excepted. Tenant will immediately notify Landlord of any damage to the Premises or its contents, or to any inoperable equipment or appliances, and such damage or inoperable equipment or appliance shall be promptly repaired at no expense to the Tenant, except as indicated below. Tenant will be responsible for any damage caused by the Tenant, or Tenant's family members, invitees, or guests. Tenant agrees to be responsible for the following maintenance of the Premises, and agrees that any violation thereof shall be deemed a violation of this Lease:

- a. Keep all windows, glass, window treatments, doors, locks, and hardware in good, clean order and repair.
- b. Do not obstruct or cover the windows or doors, with the exception of conventional window treatments.
- c. Do not leave windows or doors in an open position during inclement weather.
- d. Do not hang laundry, clothing, sheets, etc. from any window, rail, porch, or, balcony, nor air or dry any of the same within any yard area.
- e. Do not cause or permit any locks or hooks to be placed upon any door, except for child locks.
- f. Take reasonable precautions to avoid freezing pipes and plumbing fixtures, including adhering to any preventive measures stipulated by Landlord.
- g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use the same only for the purposes for which they were constructed. No sweepings, garbage, sand, rags, ashes, or other substances shall be thrown or deposited therein. Any damage

to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.

- h. Deposit all trash, garbage, rubbish, and refuse in the locations provided therefor and not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building.
- i. Keep the Premises, both inside and out, in good, clean, orderly, and sanitary condition.
- j. Do not store or accumulate items along the exterior walls.
- k. Do not paint any portion of the Premises without express written consent of Landlord.
- l. Do not permit any hazardous, toxic, or flammable substances to be stored or used in or about the Premises.
- m. Do not disconnect the smoke/fire alarm and/or any other detectors in the Premises.
- n. Utilize the exhaust fans in the bathroom and kitchen areas at a level sufficient to prohibit the growth of mold in these areas or other areas prone to condensation.
- o. Shall be responsible for the arrangement, completion, and funding of any minor repair or maintenance that costs up to \$100.00 to complete.

14. ENVIRONMENTAL CONDITIONS.

- a. Initial Radon Test. This Lease is expressly subject to the condition precedent of Landlord providing Tenant with a copy of a written radon test report, conducted in accordance with applicable state and federal guidelines for radon measurement and indicating radon concentration levels at or below the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, dated no less than 24 months prior to commencement of the Lease.
- b. Radon Testing During the Lease. During the term of the Lease, Landlord shall conduct radon testing of the Premises, in accordance with applicable state and federal guidelines for radon measurement, no less than 24 months from the last radon test completed by Landlord and shall provide Tenant with a copy of the written radon test report. In the event that the Landlord's radon test or Tenant's radon test indicates radon concentration levels at or above the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, and Landlord does not complete necessary mitigation measures to reduce radon levels to below the recommended threshold within a reasonable period, Tenant may elect to terminate this Lease without penalty
- c. Notification and Remediation for Other Environmental Conditions. If an environmental condition that makes the Premises unsafe and not fit for human habitation is discovered on the Premises during the Lease, Tenant shall notify Landlord in writing. Upon receiving notice or otherwise becoming aware, Landlord, shall, at Landlord's sole expense, promptly investigate and, if necessary, remediate the condition to ensure the Premises complies with the requirements of Wyoming law and is safe and fit for human habitation.

15. LEAD DISCLOSURE. *Housing built before 1978 may contain lead-based paint, which can pose health hazards if not managed properly. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint hazards in the housing premises and provide a federally approved pamphlet on lead poisoning prevention.*

(☐) The Premises were built prior to January 1, 1978. Prior to commencement of the Lease, Landlord shall provide Tenant with a lead disclosure form and a copy of the current federally approved pamphlet on lead poisoning prevention

(☐) The Premises were built after January 1, 1978. No lead disclosures required.

16. KEYS. Tenant shall be issued _____ () keys at the commencement of the Term of this Lease.

- a. Lost Keys. If Tenant loses their keys to the Premises, Tenant shall be responsible for the arrangement and cost of rekeying the Premises. In the event of rekeying, Tenant shall provide Landlord with three (3) copies of the new key within three (3) business days of rekeying the Premises.
- b. Lockouts. If Tenant is locked out of the Premises, Tenant must contact Landlord to gain entry. Tenant will not be charged a fee for the first instance of lockout, but will be charged a fee for each subsequent lockout as follows:
 - i. Second lockout = \$25.00 fee
 - ii. Third lockout = \$50.00 fee
 - iii. Four or more lockouts = \$200.00 fee for each instance of lockout.

If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice, or the fee may be deducted from the Tenant's paycheck as outlined in Section 6.

17. SMOKE ALARMS.

- a. Smoke Alarm Reset Callout. If Landlord is called out to reset a smoke alarm, Tenant will not be charged a fee for the first reset callout, but will be charged for subsequent callouts as follows:
 - i. Second reset callout = \$25.00 fee
 - ii. Third reset callout = \$50.00 fee
 - iii. Four or more reset callouts = \$200.00 fee for each callout
- b. Smoke Alarm Damage. If Tenant damages a smoke alarm, any costs incurred to repair the smoke alarm will be charged to Tenant as a fee.
- c. Smoke Alarm Removal or Disconnection. Tenant shall not remove or disconnect any smoke alarms. If Tenant removes a smoke alarm from its ceiling mount or disconnects a smoke alarm without first obtaining permission from the Town's Facilities Manager, Tenant shall be charged a \$200.00 fee.

If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice, or the fee may be deducted from the Tenant's paycheck as outlined in Section 6.

18. SNOW REMOVAL. (Check One)

- () All ice and snow removal will be provided with no obligation to the Tenant.
- () Tenant is responsible for all ice and snow removal at the Premises from any steps, walkways, entrances, and driveways. Landlord will be responsible for any ice and snow removal from the roof.
- () Tenant shall have a shared responsibility with any other tenants of a shared housing unit for ice and snow removal at the Premises from any steps, walkways, entrances, and driveways. Landlord will be responsible for any ice and snow removal from the roof.
- () Tenant shall be responsible for ice and snow removal from the _____. All other removal will be provided with no obligation to the Tenant, including removal from the _____.

19. YARD MAINTENANCE. (Check One)

- () All yard maintenance will be provided with no obligation to the Tenant.
- () Tenant is responsible for maintaining the yard, including appropriate mowing and watering of the lawn. If there is a sprinkler system on the Premises, Tenant may use the sprinkler system to water the lawn. The maintenance and service of the sprinkler system, including the spring startup and winterization of the system, will be provided with no obligation to the Tenant. Tenant will be responsible

for any repair or damage caused by misuse, abuse, or neglect of the sprinkler system. Tenant shall promptly notify Landlord of any yard or sprinkler system issues.

() Tenant shall have a shared responsibility with any other tenants of a shared housing unit for maintaining the yard, including appropriate mowing and watering of the lawn. If there is a sprinkler system on the Premises, Tenant may use the sprinkler system to water the lawn. The maintenance and service of the sprinkler system, including the spring startup and winterization of the system, will be provided with no obligation to the Tenant. Tenant will be responsible for any repair or damage caused by misuse, abuse, or neglect of the sprinkler system. Tenant shall promptly notify Landlord of any yard or sprinkler system issues.

() Tenant shall be responsible for the following yard maintenance: _____. All other yard maintenance will be provided with no obligation to the Tenant.

20. UTILITIES. (Check All That Apply)

() All utilities are included with rent.

() The following utilities are included with rent: _____.

Tenant is responsible and shall pay for any other utilities that may be necessary or desirable.

() Tenant is responsible and shall pay for all utilities that may be necessary or desirable, including but not limited to power, gas, water, sewer, internet, and garbage removal.

() If Tenant is an employee of the Town, the Landlord will maintain the following utilities in the Landlord's name: _____. Landlord will pay the costs for such utilities used by the Tenant directly to the respective company during the term of the Lease. Tenant shall reimburse Landlord for the costs of the utilities, which will be deducted from their paycheck as outlined herein.

21. CARPET CLEANING. If there are carpets in the Premises, Tenant shall either clean the carpets with a carpet shampooer/steamer or have the carpets professionally cleaned prior to vacating the Premises. If Tenant fails to clean the carpets satisfactorily or altogether, Landlord reserves the right to deduct from the security deposit the cost to have the carpets professionally cleaned.

22. HOMEOWNER'S ASSOCIATION FEES AND PROPERTY TAXES. Landlord is solely responsible for any homeowner's association fees. Landlord shall pay all property taxes on the Premises as they become due and payable.

23. COVENANT OF QUIET ENJOYMENT. Tenant, upon paying rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the Premises hereby leased during the term hereof.

24. OVERNIGHT GUESTS. Overnight guests may stay in or on the Premises for no more than seven (7) consecutive nights. No overnight visitation by a guest who has visited for a seven (7) night period may occur more than twice during each year of the Lease. For purposes of enforcing these terms, Tenant agrees to provide current license plate information for the Tenant and all occupants residing in the Premises.

25. ANIMALS. (Check All That Apply)

() No pets are allowed except service animals or assistance animals.

() Tenant intends to occupy the Premises with a service animal(s) or assistance animal(s). Service animals and assistance animals are allowed in accordance with Wyoming State and Federal law. A

pet deposit is not required for a service animal or assistance animal. Tenant may be liable for any damage caused by the service animal or assistance animal to the extent allowed under Wyoming State and Federal law.

() In addition to any service animals or assistance animals, Landlord consents to allow Tenant to have the following pet(s): _____, in compliance with Jackson Municipal Code § 7.05.020(G). Tenant agrees that no other pet shall be kept on the Premises. The unauthorized presence of any pet will subject Tenant to termination of this Lease pursuant to Section 32 herein. Tenant must pay an additional \$____.00 pet deposit. The pet deposit shall be paid at the time of the execution of this Lease, pursuant to a payment plan agreed to in writing by the Landlord, or it may be deducted from the Tenant's paycheck as outlined in Section 6. The pet deposit is refundable unless there are damages or cleaning costs related to the pet(s). If the cost for the repair of the damages or cleaning exceeds the amount of the pet deposit, then Tenant will be responsible and charged for the additional costs for repair or cleaning.

If Tenant entered the Lease with no pet and later seeks to acquire a pet during the term of the Lease, or if Tenant seeks an additional pet to what Landlord consented to above, advanced written consent from Landlord is required for the pet. Landlord's written consent shall contain an accounting of any additional pet deposit required for the pet, which deposit shall be paid in advance of Tenant keeping the pet on the Premises.

26. SMOKING. No smoking is permitted in or on the Premises at any time.

27. PARKING. Tenant shall only park in spaces designated by the Landlord. Parking of oversized vehicles that do not fit within the designated parking spaces is prohibited.

28. INSPECTION/ENTRY. Landlord shall have the right to enter the Premises for reasonable inspections, to make any agreed upon or necessary repairs/improvements, to show the Premises to prospective Tenants or contractors, if Landlord believes the Premises have been abandoned, or where other good cause exists to enter. The Landlord shall give Tenant at least twenty-four (24) hours advance notice of entry, except in the event of an emergency or where other good cause exists. For major repairs or improvements that will disrupt the occupancy of the Tenant for more than one (1) day, the Landlord shall give Tenant at least seven (7) days advance notice of entry. Notwithstanding the foregoing, Landlord shall have the right to enter and inspect the Premises and take appropriate action without advance notice in the event of any emergency, or as allowed under Jackson Municipal Code § 1.08.010.

29. INSURANCE. Landlord shall maintain, at its expense, fire, comprehensive general liability, and extended "all-risk" coverage on the Premises.

30. TENANT'S PERSONAL PROPERTY AND INSURANCE. Landlord shall not be responsible for loss, destruction, or damage to Tenant's personal property regardless of the cause. Tenant has the option to obtain a renter's insurance policy. Landlord shall have no responsibility for the payment of any renter's insurance policy obtained by Tenant.

31. CASUALTIES TO PREMISES. If the Premises shall be damaged by fire, elements, unavoidable accident, severe environmental condition, or other casualty, without the fault or negligence of Tenant, and the Premises are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the

portion of the Premises rendered untenable. If, by reason of such occurrence, the Premises shall be rendered wholly untenable, Landlord shall promptly cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Premises shall be rendered wholly untenable by reason of such occurrence and the Premises cannot be repaired within ninety (90) days from the date such damage occurs, Landlord or Tenant shall at their option have the right to declare the balance of the term of this Lease to be null and void. In the event that the Premises must be repaired due to damage caused by Tenant, Tenant shall be responsible for reimbursing Landlord for said repair(s) and such payment shall be made within thirty (30) days of receipt of an invoice specifying the repair and cost therefor

32. TERMINATION. Except in the event of any default by Tenant, which termination is governed by Section 37 and applicable state statutes or other termination provisions set forth in different sections of this Lease, either Party may terminate this Lease at any time upon giving thirty (30) days prior written notice. If the Lease is terminated pursuant to this section or pursuant to any other section of the Lease, Tenant will remain responsible for the full rent for both the month in which they give their thirty (30) days' notice and the month in which the thirty (30) days notice period expires, even if they have vacated the Premises before the end of either month. However, if after the Tenant vacates the Premises and the Landlord places another tenant into the Premises during that month, then Tenant will be obligated to pay prorated rent only up to the date the new tenant takes occupancy of the Premises. In the event of any termination, Tenant and any occupants are bound and shall abide by the terms and conditions of this Lease until they vacate the Premises.

33. SURRENDER AND CLEANING. Upon the termination of this Lease, Tenant shall quit and surrender the Premises in as good condition and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted. Tenant is responsible for cleaning so that at surrender the Premises are in as good of a condition and repair as at the commencement of this Lease, and, if cleaning is required by the Landlord to meet this standard, Landlord will deduct the cost of such from the security deposit or withhold from Tenant's final paycheck in accordance with Section 6, if applicable. If the cost of cleaning exceeds the amount of the security deposit and Tenant's final paycheck if Tenant is an employee under Section 6, Tenant will be responsible and charged for the additional cleaning costs.

34. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, assigns, and legal representatives.

35. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made other than those set forth herein.

36. WAIVER. The waiver by the Parties of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either the of the Parties, except by appropriate written agreement duly executed by both Parties.

37. DEFAULT. Tenant shall be in default if Tenant fails to pay any part of the rent herein provided, or any other sum required by the Lease to be paid at the times or in the manner provided under the Lease or otherwise, or where any covenant, term, or condition of this Lease is materially violated. In the event of a default by Tenant, Landlord may provide Tenant with a notice of termination and default and notice to quit ("**Default Notice**"), at its sole discretion. A Default Notice shall include a request to cure the default within

three (3) days of the written notice, and the specific date on which the Lease will terminate if Tenant fails to timely cure the default. If by its nature the default cannot be cured within three (3) days, but Tenant commences the cure within that time period and perfects it thereafter, no immediate termination may be effectuated. If Tenant is in default with respect to the same or substantially same covenant, term, or condition of the Lease two (2) or more times during any three (3) month period during the term of the Lease, notwithstanding any prior cure of default, Landlord may elect to immediately terminate the Lease and Tenant will not have the opportunity to cure the default. If the Lease is terminated pursuant to this section, Landlord shall provide Tenant written notice of the termination and Tenant will have three (3) days from the date of the notice to vacate the Premises, unless Landlord agrees in writing to extend the time to vacate. The Landlord reserves all rights and remedies available to them under the law in the event of default, including commencement of eviction proceedings.

38. INDEMNIFICATION. Landlord shall not be liable for any damage, injury, or loss to person or persons occurring on the Premises unless such act is the result of the negligence of the Landlord. Tenant agrees to hold Landlord harmless from any claims for damages, injury, or loss to person or persons occurring on the Premises, except for damages, injury, or loss caused by the negligence of Landlord.

39. GOVERNMENTAL IMMUNITY. Landlord does not waive their governmental immunity by entering into this Lease, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

40. ATTORNEY'S FEES. Landlord and Tenant agree that in the event either party incurs court costs or attorney's fees by reason of default or breach by the other party, the prevailing party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

41. NOTICES. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this provision.

LANDLORD

Town of Jackson
P.O. Box 1687
Jackson, WY 83001
employeehousing@jacksonwy.gov

TENANT

Tenant Cell Phone: _____

Tenant Email: _____

Tenant Vehicle Make/Model/Description: _____

Tenant Vehicle License Plate State/Number: _____

Tenant Vehicle Make/Model/Description: _____

Tenant Vehicle License Plate State/Number: _____

42. SEVERABILITY. If any part of this Lease shall be construed to be unenforceable, invalid, or illegal, such unenforceability, invalidity, or illegality shall not affect any other provisions and they shall remain in full force and effect.

43. ENTIRE AGREEMENT. This Lease constitutes the complete and entire agreement between the Parties and may be modified only in writing duly signed by the Parties.

44. LAW AND JURISDICTION. This Lease shall be construed in accordance with the laws of the State of Wyoming. Any litigation arising under the terms of the Lease shall be in the state courts of the State of Wyoming, Ninth Judicial District. Any forcible entry and detainer action shall be brought in the Circuit Court of Teton County, Wyoming.

45. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders when the context so requires. This Lease 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.

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

47. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via 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 Lease as well as any facsimile or other reproduction hereof.

[Remainder of Page Intentionally Left Blank]

48. INCORPORATION OF RECITALS. All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

IN WITNESS WHEREOF, each Party acknowledges they have read and understood all the terms of this Lease and hereby agree to be bound thereby. The Parties further acknowledge that they were under no duress in signing this Lease and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

LANDLORD:

Town of Jackson

TENANT:

Arne O. Jorgensen, Mayor

Attest:

Riley Hovorka, Clerk

TOWN OF JACKSON
WEST SNOW KING RESIDENTIAL LEASE AGREEMENT
(Updated August 2025)

This West Snow King Residential Lease Agreement ("**Lease**") is made and entered into this ____ day of _____, 20____, by and between the Town of Jackson, a municipal corporation of the State of Wyoming, ("**Landlord**" or "**Town**") and _____ ("**Tenant**"). Landlord and Tenant are each a "**Party**" to the Lease and are collectively the "**Parties**."

RECITALS

WHEREAS, Landlord is the owner of certain real property, a residential building, and other appurtenances located at 400 West Snow King Avenue, Jackson, Wyoming 83001;

WHEREAS, Landlord desires to lease Unit ____ in the residential building, which is more particularly described as a _____ residential unit, together with all improvements located therein and all common areas of the residential building and real property (collectively the "**Premises**");

WHEREAS, Tenant desires to lease the Premises; and

WHEREAS, the Parties desire to enter into a written lease agreement providing the terms, covenants and conditions for the lease and occupancy of the Premises by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the Parties, the Parties agree as follows:

1. **LEASE**. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises according to the terms and conditions of this Lease.

2. **OCCUPANTS**. Tenant may occupy and reside in the Premises alone, or with immediate family members, partners, or housemates as agreed to and listed below, or as further modified or agreed to in writing by the Landlord. The rights of any permitted occupants are governed by the terms and conditions of this Lease and such rights shall expire or terminate at the same time the Tenant's rights expire or terminate hereunder.

i. Name: _____

ii. Name: _____

iii. Name: _____

3. **TERM**. The Lease shall commence on _____, 20____ and end on _____, 20____, both dates inclusive ("**Term**"), unless sooner terminated. Upon expiration of the Term of this Lease, if Tenant remains in possession of the Premises without the execution of a new written lease or without the express written consent of Landlord, such holding over shall not be deemed to renew or extend the Term. Instead, such occupancy shall be construed as a tenancy from month-to-month, terminable by either party in accordance with the termination provision set forth in Section 31, subject to all the terms and conditions of this Lease except for the duration of the Term. Such month-to-month tenancy shall continue until (i) a new lease agreement is executed by both parties, or (ii) Tenant is lawfully removed or evicted from the Premises pursuant to applicable law, whichever occurs first.

4. RENT. Tenant agrees to pay Landlord monthly rent in the amount of \$____.00, payment for which will begin on _____, 20____. Landlord may increase the rent amount once every calendar year. Landlord shall give Tenant at least sixty (60) days written notice prior to any rent increase. In the event the term of the Lease begins on a day other than the first day of the month, or the initial term of the Lease ends on a day other than the last day of the month, the rent shall be prorated for as many days as Tenant occupies the Premises for that month.

() Tenant is an employee of Town. All rental payments, including any late payment fees, shall be paid in accordance with Section 6 below (paycheck deduction).

() Tenant is not an employee of Town. All subsequent rent payments are due and payable on the first day of each month. If rent is not paid by the third day of each month ("**Grace Period**"), a late charge of \$50.00 shall be due. Late charges shall continue to accrue after the third day at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. Any late charges due will be considered additional rent. If a check is returned by Tenant's bank for any reason, there will be a \$50.00 returned check fee that will be applied and due in addition to the outstanding rent and, if applicable, any late charges. Rent may be paid through the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

All Tenants: If Tenant fails to pay rent or any other fees due and payable under this Lease on or before the applicable due date specified in this Lease, and after the Grace Period has expired, Landlord reserves the right to terminate this Lease and require Tenant to vacate the premises in accordance with Landlord's Default Notice as set forth in Section 36. Failure to vacate the Premises may result in legal action for eviction as permitted by Wyoming law.

5. SECURITY DEPOSIT. Tenant shall pay a security deposit equal to one (1) month's rent. The security deposit shall be paid at the time of execution of this Lease, pursuant to a payment plan agreed to in writing by the Landlord, or it may be deducted from the Tenant's paycheck as outlined in Section 6. If the rent amount increases as provided herein, the amount of the security deposit shall increase to reflect the increase in the rent amount. Landlord shall give Tenant at least sixty (60) days written notice prior to the increase of the security deposit. The security deposit increase shall be paid at the time the rent amount increase is implemented, or it may be deducted from the Tenant's paycheck as outlined in Section 6. The security deposit shall be retained by the Landlord to be used for: (i) any damages, other than normal wear and tear, caused by Tenant, (ii) any missing or damaged furnishings, furniture, or items, other than normal wear and tear, from the Premises, (iii) any unpaid rent, fees, or charges, (iv) abandonment of the Premises, (v) cleaning expenses required to return the Premises to as good a condition as it was upon commencement of this Lease, and/or (vi) to the extent permitted by Wyoming law, any other costs or damages sustained by the Landlord by reason of the failure of the Tenant to comply with any terms, provisions, covenants, or agreements contained in this Lease. It is understood that the security deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Landlord shall not be obligated (although it may do so at its option) to apply the security deposit to any unpaid rent, fees, charges, or portion thereof at the termination of the Lease. Landlord shall return that portion of the security deposit not used for one of the above-listed deductions no later than thirty (30) days following vacation of the Premises by Tenant provided that, if the security deposit is being applied to any permissible circumstance, this time period shall be extended by an additional thirty (30) days. Tenant shall be liable for any damages or expenses owed in excess of the security deposit. Landlord shall promptly provide Tenant written notice of the amount owed by Tenant, and Tenant shall pay said amount within seven (7) days of notice by remitting payment to the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance

Department, or at Landlord's election, it may be deducted from the Tenant's paycheck as outlined in Section 6..

6. PAYCHECK DEDUCTION AUTHORIZATION. If Tenant is an employee of the Town, Tenant agrees to the following payment terms, and authorizes the Town, as its employer, to deduct rent, deposits, and fees from their bi-weekly paychecks (each of which is from a "pay period" that is a time frame of fourteen (14) days) as follows:

- a. Rent. Half ($\frac{1}{2}$) of the rent amount shall be deducted from the Tenant's paycheck with the first pay period of the month, and the second half ($\frac{1}{2}$) of the rent shall be deducted from Tenant's paycheck with the second pay period of the month.
- b. Security Deposit. If Tenant does not pay the security deposit at the time of the execution of the Lease, or does not pay any increase in the security deposit when required as set forth herein, then \$200.00, or an alternative amount authorized by the Landlord, shall be deducted from Tenant's paycheck each month until the security deposit or security deposit increase is paid in full. Half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the first pay period of the month, and the second half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the second pay period of the month.
- c. Pet Deposit. If Tenant has a pet and does not pay the pet deposit at the time of the execution of the Lease in accordance with Section 21 herein, then \$200.00, or an alternative amount authorized by the Landlord, shall be deducted from Tenant's paycheck each month until the pet deposit is paid in full. Half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the first pay period of the month, and the second half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the second pay period of the month.
- d. Fees. Any fees charged to Tenant shall be deducted from Tenant's paycheck in the pay period following the charged fee.
- e. Insufficient Income. If Tenant does not have sufficient income in their paychecks to cover the rent payments, utility costs, the security deposit, or fees as outlined above, the outstanding amount due with each pay period shall be remitted no later than the Monday following the payday for the insufficient paycheck, and in no event shall the entire rent amount be paid later than the twenty fifth day of the month or it will be considered late.
- f. Late and Return Check Fees. If rent is not paid in full by the twenty fifth day of the month, a late fee of \$50.00 will be applied, and is due in addition to the outstanding rent. Late fees shall continue to accrue after the tenth day at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. If a check is returned by Tenant's bank for any reason, there will be a \$50.00 returned check fee that will be applied and is due in addition to the outstanding rent and, if applicable, any late charges.
- g. Final Paycheck. Landlord reserves the right to withhold and deduct from Tenant's final paycheck any unpaid amounts including, but not limited to rent, fees, charges, security deposit, damage costs, utilities, or cleaning costs. Landlord may further withhold and deduct from Tenant's final paycheck any rent, charges, or fees that will become due after Tenant's final pay period. If Tenant does not have sufficient income in their final paycheck to cover the amount required to be deducted, then Landlord shall promptly provide Tenant written notice of the outstanding amount owed, and Tenant shall pay the outstanding amount within three (3) days of notice.
- h. Outstanding Payments. Any outstanding rent, costs, or fees may be paid through the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

7. CONTINUED EMPLOYMENT. (Check One)

(☐) A condition precedent to Tenant leasing the Premises is continued full-time employment with the Town of Jackson or Teton County, Wyoming, or continued status as an active volunteer or probationary status with the Jackson/Teton County Fire/EMS. Full-time employment means either i) at least thirty-five (35) hours per week, or ii) an average of thirty-five (35) hours a week per quarter for variable-hour employees, unless otherwise approved in writing by the Director of Internal Services. If Tenant's employment terminates whether voluntarily or involuntary, Landlord shall provide Tenant written notice of termination of the Lease and notice to quit the Premises, and Tenant shall vacate the Premises within three (3) days of their last day of work, or by the end date of the Lease, whichever is sooner, unless Landlord agrees in writing to extend the time to vacate.

(☐) The Tenant's employment is not a condition precedent to Tenant leasing the Premises.

8. SOLE RESIDENCE. Tenant shall use the Premises only as their sole, year-round residence. Tenant shall not directly own or own through a marriage, partnership, corporation, or any other means any other residential housing unit within the Town of Jackson limits, within Teton County limits, or in any outlying community from which an employee could reasonably commute. By signing this Lease, Tenant affirms they do not own a residential housing unit under any of these circumstances. If Tenant is found to be in violation of this provision, Landlord shall provide written notice of the violation and notice of termination of the Lease. Tenant will have thirty (30) days to vacate the Premises. This same provision applies to all individuals residing in and occupying the Premises.

9. MOVE IN INSPECTION WORKSHEET. Tenant shall complete and execute a Move In Inspection Worksheet ("Worksheet") within fourteen (14) days of the commencement of the Lease. The Worksheet shall provide a detailed accounting of the condition of the Premises, including, but not limited to, repairs needed, damages, or material defects. If there are any furnishings, furniture, or items contained in the Premises, the Worksheet shall also document an inventory and a detailed accounting of the conditions of such furnishings, furniture, and items. If a Worksheet is not completed by the Tenant in the time specified, this may result in the Tenant being held responsible for all issues noted by Landlord at move out.

10. USE OF PREMISES. Tenant agrees and acknowledges that their use of the Premises is conditioned upon the following:

- a. Shall comply with all requirements of any governmental authorities, housing authorities, or homeowner associations concerning the Premises now or hereafter in force.
- b. Shall comply with rules or regulations made by Landlord from time-to-time for the safety, care, upkeep, and cleanliness of the Premises.
- c. Do not place auxiliary structures of any kind on the Premises without the express written consent of the Landlord.
- d. Do not install any satellite dishes, cable, or permanent or semi-permanent communication services on, in, or attached to any portion of the Premises.
- e. Do not touch, climb on, access, utilize, or otherwise interfere with any Town or County owned equipment, items, or facilities located adjacent to or in the building.
- f. Do not sublease the Premises during the term of this Lease.
- g. May not use the Premises as a business address or for the purpose of conducting any type of business, profession, or trade ("Business Activities") without the prior express written consent of the Landlord. If Tenant obtains consent to conduct Business Activities at the Premises, Tenant shall conduct such Business Activities in a manner that is lawful and does not create any nuisance, or interfere with, annoy, or disturb any neighbors or other residents at the

Premises. Tenant, at their own expense, shall be responsible for duly procuring and maintaining any governmental license or permit that is required for the Business Activities. Consent for the Business Activities may be rescinded at any time by providing thirty (30) days written notice to Tenant for Business Activities to cease.

- h. Shall keep radios, televisions, stereos, other audio devices, etc., at a level of sound that does not annoy or interfere with other residents or neighbors.
- i. Do not permit any liens or security interests be filed against the Premises.

11. ENVIRONMENTAL CONDITIONS.

- a. Initial Radon Test. This Lease is expressly subject to the condition precedent of Landlord providing Tenant with a copy of a written radon test report, conducted in accordance with applicable state and federal guidelines for radon measurement and indicating radon concentration levels at or below the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, dated no less than 24 months prior to commencement of the Lease.
- b. Radon Testing During the Lease. During the term of the Lease, Landlord shall conduct radon testing of the Premises, in accordance with applicable state and federal guidelines for radon measurement, no less than 24 months from the last radon test completed by Landlord and shall provide Tenant with a copy of the written radon test report. In the event that the Landlord's radon test or Tenant's radon test indicates radon concentration levels at or above the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, and Landlord does not complete necessary mitigation measures to reduce radon levels to below the recommended threshold within a reasonable period, Tenant may elect to terminate this Lease without penalty
- c. Notification and Remediation for Other Environmental Conditions. If an environmental condition that makes the Premises unsafe and not fit for human habitation is discovered on the Premises during the Lease, Tenant shall notify Landlord in writing. Upon receiving notice or otherwise becoming aware, Landlord, shall, at Landlord's sole expense, promptly investigate and, if necessary, remediate the condition to ensure the Premises complies with the requirements of Wyoming law and is safe and fit for human habitation.

12. NO ILLEGAL OR PROHIBITED CONDUCT. Tenant shall not use or permit the use of the Premises contrary to any federal, state, or local law or engage in any activity in or on the Premises that is illegal under any federal, state, or local law. Nor shall Tenant permit others to engage in illegal activities in or on the Premises. Tenant shall not engage in or permit in or on the Premises disruptive conduct, noisy disturbances, abusive language, intimidating behavior, bullying behavior, threatening behavior, violent acts, any other conduct that jeopardizes the health, safety, and/or welfare of Landlord, Landlord's agents, other tenants, neighbors, or property, or otherwise disturb or interfere with the rights of other tenants or neighbors. If Tenant violates this section, the Lease may be immediately terminated by the Landlord in accordance with Section 31.

13. ALTERATION AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the Premises without the advanced written consent of the Landlord.

14. REPAIR AND MAINTENANCE. Tenant shall keep the Premises, including the common areas, in as good order as it was at the time of the commencement of this Lease, reasonable wear and tear, damage by elements, accidental fire or other casualty excepted. Tenant will immediately notify Landlord of

any damage to the Premises or its contents, or to any inoperable equipment or appliances, and such damage or inoperable equipment or appliance shall be promptly repaired at no expense to the Tenant, except as indicated below. Tenant will be responsible for any damage caused by the Tenant, or Tenant's family members, invitees, or guests. Tenant agrees to be responsible for the following maintenance of the Premises, and agrees that any violation thereof shall be deemed a violation of this Lease:

- a. Keep all windows, glass, window treatments, doors, locks, and hardware in good, clean order and repair.
- b. Do not obstruct or cover the windows or doors, with the exception of conventional window treatments.
- c. Do not leave windows or doors in an open position during inclement weather.
- d. Do not hang laundry, clothing, sheets, etc. from any window, rail, porch, or balcony, nor air or dry any of the same within any yard area.
- e. Do not hang any things from the exposed sprinkler system, or otherwise make use of the exposed sprinkler system in any way.
- f. Do not cause or permit any locks or hooks to be placed upon any door, except for child locks.
- g. Take reasonable precautions to avoid freezing pipes and plumbing fixtures, including adhering to any preventive measures stipulated by Landlord.
- h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use the same only for the purposes for which they were constructed. No sweepings, garbage, sand, rags, ashes, or other substances shall be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.
- i. Deposit all trash, garbage, rubbish, and refuse in the locations provided therefor and not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building.
- j. Keep the Premises, including the common areas, both inside and out, in good, clean, orderly, and sanitary condition. Personal belongings may not be stored, placed, or left unattended in common areas under any circumstances, unless expressly approved by Landlord in writing. Personal belongings left or stored in common areas will be considered abandoned and will be removed and discarded or donated to charity. Landlord is not responsible for any loss or damages to Tenant as a result of such items being removed from common areas.
- k. Do not store or accumulate items along the exterior walls.
- l. Do not paint any portion of the Premises without express written consent of Landlord.
- m. Do not permit any hazardous, toxic, or flammable substances to be stored or used in or about the Premises.
- n. Do not disconnect the smoke/fire alarm and/or any other detectors in the Premises.
- o. Utilize the exhaust fans in the bathroom and kitchen areas at a level sufficient to prohibit the growth of mold in these areas or other areas prone to condensation.
- p. Do not prop open any exterior doors to the building.
- q. Do not prop open the elevator doors.
- r. Shall, at Landlord's discretion, be responsible for the arrangement, completion, and funding of any minor repair or maintenance that costs up to \$100.00 to complete.

15. SNOW REMOVAL. All snow and ice removal will be provided with no obligation to the Tenant. Tenant shall promptly notify Landlord of any ice or snow issues.

16. YARD MAINTENANCE. All yard maintenance will be provided with no obligation to the Tenant. Tenant shall promptly notify Landlord of any yard issues.

17. UTILITIES. All utilities are included with rent, including internet service. Tenant shall not use the internet service: to generate unsolicited email (i.e. spam or unwanted bulk email); to intentionally or unintentionally generate traffic that is regarded as harmful or invasive to the network as determined in the sole discretion of the service provider; in a manner that violates any applicable law or regulation, including, but not limited to: the transmission, distribution, or storage of any material that is copyrighted or trademarked, a trade secret or other intellectual property right used without the proper authorization, and material that is deemed obscene by local, state, or federal law or rules; to harass or intimidate or threaten individuals or groups of individuals, which includes, but is not limited to, the transmission or distribution of material that is deemed obscene, defamatory, or that constitutes an illegal threat; or to make fraudulent offers.

18. HOMEOWNER'S ASSOCIATION FEES AND PROPERTY TAXES. Landlord is solely responsible for any homeowner's association fees. Landlord shall pay all property taxes on the Premises as they become due and payable.

19. CONVENANT OF QUIET ENJOYMENT. Tenant, upon paying rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold, and enjoy the Premises hereby leased during the term hereof. Nonetheless, Tenant acknowledges the residential building is located above the park maintenance facility within the Town's public works yard, and is adjacent to the rodeo grounds and facilities. As such, Tenant understands and agrees there will be sounds associated with the use and maintenance of these facilities, including but not limited to sounds related to heavy equipment, the rodeo, and special events, that may occur at all hours of the day, including during early and late hours.

20. OVERNIGHT GUESTS. Overnight guests may stay in or on the Premises for no more than seven (7) consecutive nights. No overnight visitation by a guest who has visited for a seven (7) night period may occur more than twice during each year of the Lease. For purposes of enforcing these terms, Tenant agrees to provide current license plate information for the Tenant and all occupants residing in the Premises.

21. ANIMALS. (Check All That Apply)

☐ No pets are allowed except service animals or assistance animals.

☐ Tenant intends to occupy the Premises with a service animal(s) or assistance animal(s). Service animals and assistance animals are allowed in accordance with Wyoming State and Federal law. A pet deposit is not required for a service animal or assistance animal. Tenant may be liable for any damage caused by the service animal or assistance animal to the extent allowed under Wyoming State and Federal law.

☐ In addition to any service animals or assistance animals, Landlord consents to allow Tenant to have the following pet(s): _____, in compliance with Jackson Municipal Code § 7.05.020(G). Tenant agrees that no other pet shall be kept on the Premises. The unauthorized presence of any pet will subject Tenant to termination of this Lease pursuant to the termination section herein. Tenant must pay an additional \$____.00 pet deposit. The pet deposit shall be paid at the time of the execution of this Lease, pursuant to a payment plan agreed to in writing by the Landlord, or it may be deducted from the Tenant's paycheck as outlined in Section 6. The pet deposit is refundable unless there are damages or cleaning costs related to the pet(s). If the cost for the repair of the damages or cleaning exceeds the amount of the pet deposit, then Tenant will be responsible and charged for the additional costs for repair or cleaning. Tenant's pet(s) shall not be loud or disturb any neighbors or other residents in the building.

If Tenant entered the Lease with no pet and later seeks to acquire a pet during the term of the Lease, or if Tenant seeks an additional pet to what Landlord consented to above, advanced written consent from Landlord is required for the pet. Landlord's written consent shall contain an accounting of any additional pet deposit required for the pet, which deposit shall be paid in advance of Tenant keeping the pet on the Premises.

22. SMOKING. No smoking is permitted in or on the Premises at any time.

23. PARKING AND PARKING PASSES. Only one parking space is allowed for the Premises, unless otherwise agreed to in writing by the Landlord. Tenant will be issued a parking pass and shall only park in spaces designated by the Landlord. Tenant shall promptly return the parking pass to Landlord at the end of the Lease. If Tenant is issued a new parking pass for any reason during the term of the Lease, or if Tenant fails to return to Landlord the parking pass at the end of the Lease, Tenant shall be charged a \$100.00 fee. If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice, or the fee may be deducted from the Tenant's paycheck as outlined in Section 6. The parking of trailers, RVs, inoperable vehicles, or oversized vehicles that are unable to fit within the designated parking spaces is prohibited.

24. KEYS. Tenant will be issued ____ (___) keys (___ cards and ___ fobs) at the commencement of this Lease.

a. Additional Keys. Tenant may request additional keys at the commencement of this Lease. The fee for an additional card is \$8.00 and the fee for an additional fob is \$20.00.

b. Lost Keys. Tenant must immediately notify Landlord of a lost key so Landlord may deactivate the key.

c. Recoding or Replacement Keys. If Tenant requires the recoding of a key, or the replacement of a lost, damaged, or inoperative key, Tenant will be charged the following fees:

1) First instance of recoding or replacement = \$25.00 fee.

2) Second instance of recoding or replacement = \$50.00 fee.

3) Third or subsequent instance of recoding or replacement = \$200.00 fee for each recoding or replacement.

In the event Tenant's key is damaged or inoperative, the fee to recode or replace the key may be waived at the Town's Facilities Manager's discretion.

d. Return of Keys. Tenant must promptly return the keys to Landlord upon vacating the Premises at the end of the Lease. If all keys are not returned, Tenant will be charged \$25.00 per unreturned key.

If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice, or the fee may be deducted from the Tenant's paycheck as outlined in Section 6.

25. LOCKOUTS. If Tenant is locked out of the Premises, Tenant must contact Landlord to gain entry. Tenant will not be charged a fee for the first instance of lockout, but will be charged a fee for each subsequent lockout as follows:

a. Second lockout = \$25.00 fee

b. Third lockout = \$50.00 fee

c. Four or more lockouts = \$200.00 fee for each instance of lockout.

If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice, or the fee may be deducted from the Tenant's paycheck as outlined in Section 6.

26. SMOKE ALARMS.

- a. Smoke Alarm Reset Callout. If Landlord is called out to reset a smoke alarm, Tenant will not be charged a fee for the first reset callout, but will be charged a fee for subsequent callouts as follows:
 - 1) Second reset callout = \$25.00 fee
 - 2) Third reset callout = \$50.00 fee
 - 3) Four or more reset callouts = \$200.00 fee for each callout.
- b. Smoke Alarm Damage. If Tenant damages a smoke alarm, any costs incurred to repair the smoke alarm will be charged to Tenant as a fee.
- c. Smoke Alarm Removal or Disconnection. Tenant shall not remove or disconnect any smoke alarms. If Tenant removes a smoke alarm from its ceiling mount or disconnects a smoke alarm without first obtaining permission from the Town's Facilities Manager, Tenant shall be charged a \$200.00 fee.

If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice, or the fee may be deducted from the Tenant's paycheck as outlined in Section 6.

27. INSPECTION/ENTRY. Landlord shall have the right to enter the Premises for reasonable inspections, to make any agreed upon or necessary repairs/improvements, to show the Premises to prospective tenants or contractors, if Landlord believes the Premises have been abandoned, or where other good cause exists to enter. The Landlord shall give Tenant at least twenty-four (24) hours advance notice of entry, except in the event of an emergency or where other good cause exists. For major repairs or improvements that will disrupt the occupancy of the Tenant for more than one (1) day, the Landlord shall give Tenant at least seven (7) days advance notice of entry. Notwithstanding the foregoing, Landlord shall have the right to enter and inspect the Premises and take appropriate action without advance notice in the event of any emergency, or as allowed under Jackson Municipal Code § 1.08.010.

28. INSURANCE. Landlord shall maintain, at its expense, fire, comprehensive general liability, and extended "all-risk" coverage on the Premises.

29. TENANT'S PERSONAL PROPERTY AND INSURANCE. Landlord shall not be responsible for loss, destruction, or damage to Tenant's personal property regardless of the cause. Tenant has the option to obtain a renter's insurance policy. Landlord shall have no responsibility for the payment of any renter's insurance policy obtained by Tenant.

30. CASUALTY TO PREMISES. If the Premises shall be damaged by fire, elements, unavoidable accident, severe environmental condition, or other casualty, without the fault or negligence of Tenant, and the Premises are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Premises rendered untenable. If, by reason of such occurrence, the Premises shall be rendered wholly untenable, Landlord shall promptly cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Premises shall be rendered wholly untenable by reason of such occurrence and the Premises cannot be repaired within ninety (90) days from the date such damage occurs, Landlord or Tenant shall at their option have the right to declare

the balance of the term of this Lease to be null and void. In the event that the Premises must be repaired due to damage caused by Tenant, Tenant shall be responsible for reimbursing Landlord for said repair and such payment shall be made within thirty (30) days of receipt of an invoice specifying such repair and cost.

31. TERMINATION. Except in the event of any default by Tenant, which termination is governed by Section 36 and applicable state statutes, or other termination provisions set forth in different sections of the Lease, either Party may terminate this Lease at any time upon giving thirty (30) days prior written notice. If the Lease is terminated pursuant to this section or other termination provisions in the Lease, Tenant will remain responsible for the full rent for both the month in which they give their thirty (30) days' notice and the month in which the thirty (30) days' notice period expires, even if they have vacated the Premises before the end of either month. However, if after the Tenant vacates the Premises and the Landlord places another tenant into the Premises during that month, then Tenant will be obligated to pay prorated rent only up to the date the new tenant takes occupancy of the Premises. In the event of any termination, Tenant and any occupants are bound and shall abide by the terms and conditions of this Lease until they vacate the Premises.

32. SURRENDER AND CLEANING. Upon the termination of this Lease, Tenant shall quit and surrender the Premises in as good condition and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted. Tenant is responsible for cleaning so that at surrender the Premises are in as good of a condition and repair as at the commencement of this Lease, and, if cleaning is required by the Landlord to meet this standard, Landlord will deduct the cost of such from the security deposit or withhold from Tenant's final paycheck in accordance with Section 6, if applicable. If the cost of cleaning exceeds the amount of the security deposit and Tenant's final paycheck if Tenant is an employee under Section 6, Tenant will be responsible and charged for the additional cleaning costs.

33. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, assigns, and legal representatives.

34. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made other than those set forth herein.

35. WAIVER. The waiver by the Parties of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either the of the Parties, except by appropriate written agreement duly executed by both Parties.

36. DEFAULT. Tenant shall be in default if Tenant fails to pay any part of the rent herein provided, or any other sum required by the Lease to be paid at the times or in the manner provided under the Lease or otherwise, or where any covenant, term, or condition of this Lease is materially violated. In the event of a default by Tenant, Landlord may provide Tenant with a notice of default and notice to quit ("**Default Notice**"), at its sole discretion. A Default Notice shall include a request to cure the default within three (3) days of the written notice, and the specific date on which the Lease will terminate if Tenant fails to timely cure the default. If by its nature the default cannot be cured within three (3) days, but Tenant commences the cure within that time period and perfects it thereafter, no immediate termination may be effectuated. If Tenant is in default with respect to the same or substantially same covenant, term, or condition of the Lease two (2) or more times during any three (3) month period during the term of the Lease, notwithstanding any prior cure of default, Landlord may elect to immediately terminate the Lease

and Tenant will not have the opportunity to cure the default. If the Lease is terminated pursuant to this section, Landlord shall provide Tenant written notice of the termination and Tenant will have three (3) days from the date of the notice to vacate the Premises, unless Landlord agrees in writing to extend the time to vacate. The Landlord reserves all rights and remedies available to them under the law in the event of default, including commencement of eviction proceedings.

37. INDEMNIFICATION. Landlord shall not be liable for any damage, injury, or loss to person or persons occurring on the Premises unless such act is the result of the negligence of the Landlord. Tenant agrees to hold Landlord harmless from any claims for damages, injury, or loss to person or persons occurring on the Premises, except for damages, injury, or loss caused by the negligence of Landlord.

38. GOVERNMENTAL IMMUNITY. Landlord does not waive their governmental immunity by entering into this Lease, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

39. ATTORNEY'S FEES. Landlord and Tenant agree that in the event either Party incurs court costs or attorney's fees by reason of default or breach by the other Party, the prevailing Party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

40. NOTICES. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this provision.

LANDLORD

Town of Jackson
P.O. Box 1687
Jackson, WY 83001
employeehousing@jacksonwy.gov

TENANT

Tenant Cell Phone: _____

Tenant Email: _____

Tenant Vehicle Make/Model/Description: _____

Tenant Vehicle License Plate State/Number: _____

41. SEVERABILITY. If any part of this Lease shall be construed to be unenforceable, invalid, or illegal, such unenforceability, invalidity, or illegality shall not affect any other provisions and they shall remain in full force and effect.

42. ENTIRE AGREEMENT. This Lease constitutes the complete and entire agreement between the Parties and may be modified only in writing duly signed by the Parties.

43. LAW AND JURISDICTION. This Lease shall be construed in accordance with the laws of the State of Wyoming. Any litigation arising under the terms of the Lease shall be in the state courts of the State of Wyoming, Ninth Judicial District. Any forcible entry and detainer action shall be brought in the Circuit Court of Teton County, Wyoming.

44. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders when the context so requires. This Lease 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.

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

46. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via 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 Lease as well as any facsimile or other reproduction hereof.

47. INCORPORATION OF RECITALS. All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Party acknowledges they have read and understood all the terms of this Lease and hereby agree to be bound thereby. The Parties further acknowledge that they were under no duress in signing this Lease and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

LANDLORD:

Town of Jackson

TENANT:

By: Arne O. Jorgensen, Mayor

By: _____

Attest:

Riley Hovorka, Clerk

TOWN OF JACKSON
WEST SNOW KING RESIDENTIAL
PRIMARY LEASE AGREEMENT
(Teton County, Updated August 2025)

This West Snow King Residential Primary Lease Agreement ("**Lease**" or "**Primary Lease**") is made and entered into this ____ day of _____, 20____, by and between the Town of Jackson, a municipal corporation of the State of Wyoming, ("**Landlord**" or "**Town**") and Teton County, Wyoming ("**Tenant**"). Landlord and Tenant are each a "**Party**" to the Lease and are collectively the "**Parties**."

RECITALS

WHEREAS, Landlord is the owner of certain real property, a residential building, and other appurtenances located at 400 West Snow King Avenue, Jackson, Wyoming 83001;

WHEREAS, Landlord desires to lease Unit ____ in the residential building, which is more particularly described as a _____ residential unit, together with all improvements located therein, (collectively the "**Premises**");

WHEREAS, Tenant holds preference rights to lease the Premises and desires to lease the Premises; and

WHEREAS, the Parties desire to enter into a written lease agreement providing the terms, covenants and conditions for the lease and occupancy of the Premises by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows:

1. **LEASE**. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises according to the terms and conditions of this Lease.

2. **TERM**. The Lease shall be for _____, commencing on _____, 20____ and ending on _____, 20____, both dates inclusive ("**Term**"), unless sooner terminated. If Tenant is not in default in any manner with respect to the terms and conditions of the Lease, the Lease shall extend for additional subsequent terms of one (1) year under the same terms and conditions provided herein. Upon expiration of the Term of this Lease, including any extensions, if Tenant remains in possession of the Premises without the execution of a new written lease or without the express written consent of Landlord, such holding over shall not be deemed to renew or extend the Term. Instead, such occupancy shall be construed as a tenancy from month-to-month, terminable by either party in accordance with the termination provision set forth in Section 28, subject to all the terms and conditions of this Lease except for the duration of the Term. Such month-to-month tenancy shall continue until (i) a new lease agreement is executed by both parties, or (ii) Tenant is lawfully removed or evicted from the Premises pursuant to applicable law, whichever occurs first.

3. **RENT**. Tenant agrees to pay Landlord monthly rent in the amount of \$____.00, payment for which will begin on _____, 20____. Landlord may increase the rent amount once every calendar year. Landlord shall give Tenant at least sixty (60) days written notice prior to any rent increase. In the event the term of the Lease begins on a day other than the first day of the month, or the

initial term of the Lease ends on a day other than the last day of the month, the rent shall be prorated for as many days as Tenant occupies the Premises for that month.

All subsequent rent payments are due and payable on the first day of each month. If rent is not paid by the third day of each month ("**Grace Period**"), a late charge of \$50.00 shall be due. Late charges shall continue to accrue after the tenth day at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. Any late charges due will be considered additional rent. If a check is returned by Tenant's bank for any reason, there will be a \$50.00 returned check fee that will be applied and due in addition to the outstanding rent and, if applicable, any late charges. Rent may be paid at the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

If Tenant fails to pay rent or any other fees due and payable under this Lease on or before the applicable due date specified in this Lease, and after the Grace Period has expired, Landlord reserves the right to terminate this Lease and require Tenant to vacate the premises in accordance with Landlord's Default Notice as set forth in Section 33. Failure to vacate the Premises may result in legal action for eviction as permitted by Wyoming law.

4. SECURITY DEPOSIT. Tenant shall pay a security deposit equal to one (1) month's rent. The security deposit shall be paid at the time of execution of this Lease. If the rent amount increases as provided herein, the amount of the security deposit shall increase to reflect the increase in the rent amount. Landlord shall give Tenant at least sixty (60) days written notice prior to the increase of the security deposit. The security deposit increase shall be paid at the time the rent amount increase is implemented. The security deposit shall be retained by the Landlord to be used for: (i) any damages, other than normal wear and tear, caused by Tenant, (ii) any missing or damaged furnishings, furniture, or items, other than normal wear and tear, from the Premises, (iii) any unpaid rent, fees, or charges, (iv) abandonment of the Premises, (v) cleaning expenses required to return the Premises to as good a condition as it was upon commencement of this Lease, and/or (vi) to the extent permitted by Wyoming law, any other costs or damages sustained by the Landlord by reason of the failure of the Tenant to comply with any terms, provisions, covenants, or agreements contained in this Lease. It is understood that the security deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Landlord shall not be obligated (although it may do so at its option) to apply the security deposit to any unpaid rent, fees, charges, or portion thereof at the termination of the Lease. Landlord shall return that portion of the security deposit not used for one of the above-listed deductions no later than thirty (30) days following vacation of the Premises by Tenant provided that, if the security deposit is being applied to any permissible circumstance, this time period shall be extended by an additional thirty (30) days. Tenant shall be liable for any damages or expenses owed in excess of the security deposit. Landlord shall promptly provide Tenant written notice of the amount owed by Tenant, and Tenant shall pay said amount within thirty (30) days of notice by remitting payment to the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

5. SUBLEASE. Tenant has the right to sublease the Premises subject to the following terms and conditions:

- a. Sublessees. Tenant may sublease the Premises, in order of preference, to Teton County employees or contractors, Town of Jackson employees or contractors approved by Landlord, or other persons locally employed in Teton County, Wyoming.
- b. Compliance with Primary Lease. Sublessees shall be subject to and bound by the terms and conditions of the Primary Lease as if the sublessees entered and executed the Primary Lease themselves as the Tenant. Notwithstanding the foregoing, Tenant will remain solely

responsible to Landlord regarding Section 3 – Rent; Section 4 – Security Deposit, and for any other deposits or financial payments required to be paid to the Landlord under the Lease. Tenant and sublessees shall be jointly and severally responsible for all other terms and conditions of the Primary Lease.

- c. Rent. The rent amount charged by Tenant to a sublessee may not exceed the rent amount Tenant is required to pay Landlord under the Primary Lease.
- d. Other Occupants. The sublessee may occupy and reside in the Premises alone, or with their spouse, partner, immediate family member, or with a housemate if agreed to in writing by Tenant. The rights of any permitted occupants are governed by the terms and conditions of the Primary Lease and such rights shall expire or terminate at the same time the sublessee's rights expire or terminate.
- e. Sublessee Background Check. Prior to Tenant entering a sublease, Tenant shall provide any information and releases requested by Landlord for Landlord to assess the suitability of a proposed sublessee and occupants and to conduct a tenant background check on the proposed sublessee and occupants. Based on Landlord's assessment and/or the results of the tenant background check, Landlord, in its sole discretion, may reject any proposed sublessee and/or occupant. Landlord shall provide Tenant 48 hours to offer input prior to rejecting a sublessee and/or occupant. Landlord shall work with Tenant to complete the assessment and background checks promptly.
- f. Sublessee Information. At least five (5) days prior to a sublessee's move in date, Tenant shall provide written notice to Landlord with the following information for the sublessee, and any permitted occupants: move in date, move out date, name, email, cell phone number, vehicle make and model, vehicle license plate. If a sublessee's move out date is extended, Tenant shall promptly provide Landlord written notice of the extended move out date.

6. MOVE IN INSPECTION WORKSHEET. Tenant shall complete and execute a Move In Inspection Worksheet ("Worksheet") within fourteen (14) days of the commencement of the Lease. The Worksheet shall provide a detailed accounting of the condition of the Premises, including, but not limited to, repairs needed, damages, or material defects. If there are any furnishings, furniture, or items contained in the Premises, the Worksheet shall also document an inventory and a detailed accounting of the conditions of such furnishings, furniture, and items. If a Worksheet is not completed by the Tenant in the time specified, this may result in the Tenant being held responsible for all issues noted by Landlord at move out.

7. USE OF PREMISES. Tenant agrees and acknowledges that their use of the Premises is conditioned upon the following:

- a. Shall comply with all requirements of any governmental authorities, housing authorities, or homeowner associations concerning the Premises now or hereafter in force.
- b. Shall comply with rules or regulations made by Landlord from time-to-time for the safety, care, upkeep, and cleanliness of the Premises.
- c. Do not place auxiliary structures of any kind on the Premises without the express written consent of the Landlord.
- d. Do not install any satellite dishes, cable, or permanent or semi-permanent communication services on, in, or attached to any portion of the Premises.
- e. Do not touch, climb on, access, utilize, or otherwise interfere with any Town or County owned equipment, items, or facilities located adjacent to or in the building.
- f. Tenant's sublessees may not sublease the Premises during the term of this Lease.

- g. May not use the Premises as a business address or for the purpose of conducting any type of business, profession, or trade ("Business Activities") without the prior express written consent of the Landlord. If Tenant obtains consent to conduct Business Activities at the Premises, Tenant shall conduct such Business Activities in a manner that is lawful and does not create any nuisance, or interfere with, annoy, or disturb any neighbors or other residents at the Premises. Tenant, at their own expense, shall be responsible for duly procuring and maintaining any governmental license or permit that is required for the Business Activities. Consent for the Business Activities may be rescinded at any time by providing thirty (30) days written notice to Tenant for Business Activities to cease.
- h. Shall keep radios, televisions, stereos, other audio devices, etc., at a level of sound that does not annoy or interfere with other residents or neighbors.
- i. Do not permit any liens or security interests be filed against the Premises.

8. ENVIRONMENTAL CONDITIONS.

- a. Initial Radon Test. This Lease is expressly subject to the condition precedent of Landlord providing Tenant with a copy of a written radon test report, conducted in accordance with applicable state and federal guidelines for radon measurement and indicating radon concentration levels at or below the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, dated no less than 24 months prior to commencement of the Lease.
- b. Radon Testing During the Lease. During the term of the Lease, Landlord shall conduct radon testing of the Premises, in accordance with applicable state and federal guidelines for radon measurement, no less than 24 months from the last radon test completed by Landlord and shall provide Tenant with a copy of the written radon test report. In the event that the Landlord's radon test or Tenant's radon test indicates radon concentration levels at or above the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, and Landlord does not complete necessary mitigation measures to reduce radon levels to below the recommended threshold within a reasonable period, Tenant may elect to terminate this Lease without penalty
- c. Notification and Remediation for Other Environmental Conditions. If an environmental condition that makes the Premises unsafe and not fit for human habitation is discovered on the Premises during the Lease, Tenant shall notify Landlord in writing. Upon receiving notice or otherwise becoming aware, Landlord, shall, at Landlord's sole expense, promptly investigate and, if necessary, remediate the condition to ensure the Premises complies with the requirements of Wyoming law and is safe and fit for human habitation.

9. NO ILLEGAL OR PROHIBITED CONDUCT. Tenant shall not use or permit the use of the Premises contrary to any federal, state, or local law or engage in any activity in or on the Premises that is illegal under any federal, state, or local law. Nor shall Tenant permit others to engage in illegal activities in or on the Premises. Tenant shall not engage in or permit in or on the Premises disruptive conduct, noisy disturbances, abusive language, intimidating behavior, bullying behavior, threatening behavior, violent acts, any other conduct that jeopardizes the health, safety, and/or welfare of Landlord, Landlord's agents, other tenants, neighbors, or property, or otherwise disturb or interfere with the rights of other tenants or neighbors. If Tenant violates this section, the Lease may be immediately terminated by the Landlord. If Landlord elects to immediately terminate the Lease, Landlord shall provide Tenant written notice of the termination and Tenant will have twenty-four (24) hours from the date of the notice to vacate the Premises, unless Landlord agrees in writing to extend the time to vacate.

10. ALTERATION AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the Premises without the advanced written consent of the Landlord.

11. REPAIR AND MAINTENANCE. Tenant shall keep the Premises, including the common areas, in as good order as it was at the time of the commencement of this Lease, reasonable wear and tear, damage by elements, accidental fire or other casualty excepted. Tenant will immediately notify Landlord of any damage to the Premises or its contents, or to any inoperable equipment or appliances, and such damage or inoperable equipment or appliance shall be promptly repaired at no expense to the Tenant, except as indicated below. Tenant will be responsible for any damage caused by the Tenant, or Tenant's family members, invitees, or guests. Tenant agrees to be responsible for the following maintenance of the Premises:

- a. Keep all windows, glass, window treatments, doors, locks, and hardware in good, clean order and repair.
- b. Do not obstruct or cover the windows or doors, with the exception of conventional window treatments.
- c. Do not leave windows or doors in an open position during inclement weather.
- d. Do not hang laundry, clothing, sheets, etc. from any window, rail, porch, or balcony, nor air or dry any of the same within any yard area.
- e. Do not hang any times from the exposed sprinkler system, or otherwise make use of the exposed sprinkler system in any way
- f. Do not cause or permit any locks or hooks to be placed upon any door, except for child locks.
- g. Take reasonable precautions to avoid freezing pipes and plumbing fixtures.
- h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use the same only for the purposes for which they were constructed. No sweepings, garbage, sand, rags, ashes, or other substances shall be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.
- i. Deposit all trash, garbage, rubbish, and refuse in the locations provided therefor and not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building.
- j. Keep the Premises, including the common areas, both inside and out, in good, clean, orderly, and sanitary condition. Personal belongings may not be stored, placed, or left unattended in common areas under any circumstances, unless expressly approved by Landlord in writing. Personal belongings left or stored in common areas will be considered abandoned and will be removed and discarded or donated to charity. Landlord is not responsible for any loss or damages to Tenant or any Sublessee as a result of such items being removed from common areas.
- k. Do not store or accumulate items along the exterior walls.
- l. Do not paint any portion of the Premises without express written consent of Landlord.
- m. Do not permit any hazardous, toxic, or flammable substances to be stored or used in or about the Premises.
- n. Do not disconnect the smoke/fire alarm and/or any other detectors in the Premises.
- o. Utilize the exhaust fans in the bathroom and kitchen areas at a level sufficient to prohibit the growth of mold in these areas or other areas prone to condensation.
- p. Do not prop open any exterior doors to the building.
- q. Do not prop open the elevator doors.
- r. Shall be responsible for the arrangement, completion, and funding of any minor repair or maintenance that costs up to \$100.00 to complete.

12. SNOW REMOVAL. All snow and ice removal will be provided with no obligation to the Tenant. Tenant shall promptly notify Landlord of any ice or snow issues.

13. YARD MAINTENANCE. All yard maintenance will be provided with no obligation to the Tenant. Tenant shall promptly notify Landlord of any yard issues.

14. UTILITIES. All utilities are included with rent, including internet service. Tenant shall not use the internet service: to generate unsolicited email (i.e. spam or unwanted bulk email); to intentionally or unintentionally generate traffic that is regarded as harmful or invasive to the Network as determined in the sole discretion of the service provider; in a manner that violates any applicable law or regulation, including, but not limited to: the transmission, distribution, or storage of any material that is copyrighted or trademarked, a trade secret or other intellectual property right used without the proper authorization, and material that is deemed obscene by local, state, or federal law or rules; to harass or intimidate or threaten individuals or groups of individuals, which includes, but is not limited to, the transmission or distribution of material that is deemed obscene, defamatory, or that constitutes an illegal threat; or to make fraudulent offers.

15. HOMEOWNER'S ASSOCIATION FEES AND PROPERTY TAXES. Landlord is solely responsible for any homeowner's association fees. Landlord shall pay all property taxes on the Premises as they become due and payable.

16. CONVENANT OF QUIET ENJOYMENT. Tenant, upon paying rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the Premises hereby leased during the term hereof. Nonetheless, Tenant acknowledges the residential building is located above the park maintenance facility within the Town's public works yard, and is adjacent to the rodeo grounds and facilities. As such, Tenant understands and agrees there will be sounds associated with the use and maintenance of these facilities, including but not limited to sounds related to heavy equipment, the rodeo, and special events, that may occur at all hours of the day, including during early and late hours.

17. OVERNIGHT GUESTS. Overnight guests may stay in or on the Premises for no more than seven (7) consecutive nights. No overnight visitation by a guest who has visited for a seven (7) night period may occur more than twice during each year of the Lease. For purposes of enforcing these terms, Tenant agrees to provide current license plate information for the Tenant and all occupants residing in the Premises.

18. ANIMALS. (Check All That Apply)

☐ No pets are allowed except service animals or assistance animals.

☐ Tenant or its Sublessee intends to occupy the Premises with a service animal(s) or assistance animal(s). Service animals and assistance animals are allowed in accordance with Wyoming State and Federal law. A pet deposit is not required for a service animal or assistance animal. Tenant may be liable for any damage caused by the service animal or assistance animal to the extent allowed under Wyoming State and Federal law.

☐

☐ In addition to any service animals or assistance animals, Landlord consents to allow Tenant to have the following pet(s): _____, in compliance with Jackson Municipal Code § 7.05.020(G). Tenant agrees that no other pet shall be kept on the Premises. The unauthorized presence of

any pet will subject Tenant to termination of this Lease pursuant to the termination section herein. Tenant must pay an additional \$_____.00 pet deposit (one month's rent). The pet deposit shall be paid at the time of the execution of each sublease that provides for a pet(s). The pet deposit is refundable unless there are damages or cleaning costs related to the pet(s). If the cost for the repair of the damages or cleaning exceeds the amount of the pet deposit, then Tenant will be responsible and charged for the additional costs for repair or cleaning. Tenant's pet(s) shall not be loud or disturb any neighbors or other residents in the building.

If Tenant entered a sublease with no pet and a sublessee later seeks to acquire a pet during the term of a sublease, advanced written consent from Landlord is required for the pet. Landlord's written consent shall contain an accounting of any pet deposit required for the pet, which deposit shall be paid in advance of the keeping of a pet on the Premises.

19. SMOKING. No smoking is permitted in or on the Premises at any time.

20. PARKING AND PARKING PASSES. Only one parking space is allowed for the Premises, unless otherwise agreed to in writing by the Landlord. Tenant will be issued a parking pass and shall only park in spaces designated by the Landlord. Tenant shall promptly return the parking pass to Landlord at the end of the Lease. If Tenant is issued a new parking pass for any reason during the term of the Lease, or if Tenant fails to return to Landlord the parking pass at the end of the Lease, Tenant shall be charged a \$100.00 fee. If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice. The parking of trailers, RVs, inoperable vehicles, or oversized vehicles that are unable to fit within the designated parking spaces is prohibited.

21. KEYS. Tenant will be issued ____ (____) keys (____ cards and ____ key fobs) at the commencement of this Lease.

a. Lost Keys. Tenant must immediately notify Landlord of a lost key so Landlord may deactivate the key.

b. Recoding or Replacement Keys. If Tenant requires the recoding of a key, or the replacement of a lost, damaged, or inoperative key, Tenant will be charged the following fees:

1) First instance of recoding or replacement = \$25.00 fee.

2) Second instance of recoding or replacement = \$50.00 fee.

3) Third or subsequent instance of recoding or replacement = \$200.00 fee for each recoding or replacement.

In the event Tenant's key is damaged or inoperative, the fee to recode or replace the key may be waived at the Town's Facilities Manager discretion.

c. Return of Keys. Tenant must promptly return the keys to Landlord upon vacating the Premises at the end of the Lease. If all keys are not returned, Tenant will be charged a \$25.00 fee per unreturned key.

If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice.

22. LOCKOUTS. If Tenant is locked out of the Premises, Tenant must contact Landlord to gain entry. Tenant will not be charged a fee for the first instance of lockout, but will be charged a fee for each subsequent lockout as follows:

a. Second lockout = \$25.00 fee

b. Third lockout = \$50.00 fee

c. Four or more lockouts = \$200.00 fee for each instance of lockout.

If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice.

23. SMOKE ALARMS.

- a. Smoke Alarm Reset Callout. If Landlord is called out to reset a smoke alarm, Tenant will not be charged a fee for the first reset callout, but will be charged a fee for subsequent callouts as follows:
 - 1) Second reset callout = \$25.00 fee
 - 2) Third reset callout = \$50.00 fee
 - 3) Four or more reset callouts = \$200.00 fee for each callout.
- b. Smoke Alarm Damage. If Tenant damages a smoke alarm, any costs incurred to repair the smoke alarm will be charged to Tenant as a fee.
- c. Smoke Alarm Removal or Disconnection. Tenant shall not remove or disconnect the smoke alarm. If Tenant removes a smoke alarm from its ceiling mount or disconnects a smoke alarm without first obtaining permission from the Town's Facilities Manager, Tenant shall be charged a \$200.00 fee.

If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice.

24. INSPECTION/ENTRY. Landlord shall have the right to enter the Premises for reasonable inspections, to make any agreed upon or necessary repairs/improvements, to show the Premises to prospective tenants or contractors, if Landlord believes the Premises have been abandoned, or where other good cause exists to enter. The Landlord shall give Tenant at least twenty-four (24) hours advance notice of entry, except in the event of an emergency or where other good cause exists. For major repairs or improvements that will disrupt the occupancy of the Tenant for more than one (1) day, the Landlord shall give Tenant at least seven (7) days advance notice of entry. Notwithstanding the foregoing, Landlord shall have the right to enter and inspect the Premises and take appropriate action without advance notice in the event of any emergency, or as allowed under Jackson Municipal Code § 1.08.010.

25. INSURANCE. Landlord shall maintain, at its expense, fire, comprehensive general liability, and extended "all-risk" coverage on the Premises.

26. TENANT'S PERSONAL PROPERTY AND INSURANCE. Landlord shall not be responsible for loss, destruction, or damage to Tenant's or Tenant's sublessee's personal property regardless of the cause. Tenant will ensure that all sublessees of the Premises have knowledge of the option to obtain a renter's insurance policy. Landlord shall have no responsibility for the payment of any renter's insurance policy obtained by Tenant or Tenant's sublessee.

27. CASUALTY TO PREMISES. If the Premises shall be damaged by fire, elements, unavoidable accident, severe environmental condition, or other casualty, without the fault or negligence of Tenant, and the Premises are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Premises rendered untenable. If, by reason of such occurrence, the Premises shall be rendered wholly untenable, Landlord shall promptly cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Premises shall be rendered

wholly untenable by reason of such occurrence and the Premises cannot be repaired within ninety (90) days from the date such damage occurs, Landlord or Tenant shall at their option have the right to declare the balance of the term of this Lease to be null and void. In the event that the Premises must be repaired due to damage caused by Tenant, Tenant shall be responsible for reimbursing Landlord for said repair and such payment shall be made within thirty (30) days of receipt of an invoice specifying such repair and cost.

28. TERMINATION. Except in the event of any Default by Tenant, which termination is governed by Section 33 and applicable state statutes, other termination provisions set forth in different sections of this Lease and Landlord's right to terminate for municipal interests, either Party may terminate this Lease at any time upon giving one (1) year prior written notice. In addition to all other termination provisions set forth in the Lease, Landlord may terminate this Lease at any time for municipal interests by giving sixty (60) days prior written notice. If the Lease is terminated pursuant to this section, or pursuant to any other section of the Lease, Tenant will be responsible to pay rent for the entire month in which they last occupy the Premises, even after they have vacated the Premises. However, if after the Tenant vacates the Premises and the Landlord places another tenant into the Premises during that month, then Tenant will be obligated to pay prorated rent only up to the date the new tenant takes occupancy of the Premises. In the event of any termination, Tenant and any occupants are bound and shall abide by the terms and conditions of this Lease until they vacate the Premises.

29. SURRENDER AND CLEANING. Upon the termination of this Lease, Tenant shall quit and surrender the Premises in as good condition and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted. Tenant is responsible for cleaning so that at surrender the Premises are in as good of a condition and repair as at the commencement of this Lease, and, if cleaning is required by the Landlord to meet this standard, Landlord will deduct the cost of such from the security deposit. If the cost of cleaning exceeds the amount of the security deposit, Tenant will be responsible and charged for the additional cleaning costs.

30. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, assigns, and legal representatives.

31. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made other than those set forth herein.

32. WAIVER. The waiver by the Parties of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either the of the Parties, except by appropriate written agreement duly executed by both Parties.

33. DEFAULT. Tenant shall be in default if Tenant shall fail to pay any part of the rent herein provided, or any other sum required by the Lease to be paid at the times or in the manner provided under the Lease or otherwise, or where any covenant, term, or condition of this Lease is materially violated. In the event of a default by Tenant, Landlord may provide Tenant with a notice of termination and default and notice to quit ("**Default Notice**"), at its sole discretion. A Default Notice shall include a request to cure the default within three (3) days of the written notice, and the specific date on which the Lease will terminate if Tenant fails to timely cure the default. If by its nature the default cannot be cured within three (3) days, but Tenant commences the cure within that time period and perfects it thereafter, no immediate termination may be effectuated. If Tenant is in default with respect to the same or substantially same

covenant, term, or condition of the Lease two (2) or more times during any three (3) month period during the term of the Lease, notwithstanding any prior cure of default, Landlord may elect to immediately terminate the Lease and Tenant will not have the opportunity to cure the default. If the Lease is terminated pursuant to this section, Landlord shall provide Tenant written notice of the termination and Tenant will have three (3) days from the date of the notice to vacate the Premises, unless Landlord agrees in writing to extend the time to vacate. The Landlord reserves all rights and remedies available to them under the law in the event of default, including commencement of eviction proceedings.

34. INDEMNIFICATION. Landlord shall not be liable for any damage, injury, or loss to person or persons occurring on the Premises unless such act is the result of the negligence of the Landlord. Tenant agrees to hold Landlord harmless from any claims for damages, injury, or loss to person or persons occurring on the Premises, except for damages, injury, or loss caused by the negligence of Landlord.

35. GOVERNMENTAL IMMUNITY. The Parties do not waive their governmental immunity by entering into this Lease, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

36. ATTORNEY'S FEES. Landlord and Tenant agree that in the event either party incurs court costs or attorney's fees by reason of default or breach by the other party, the prevailing party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

37. NOTICES. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this provision.

LANDLORD

Town of Jackson
P.O. Box 1687
Jackson, WY 83001
rrobinson@jacksonwy.gov

TENANT

Teton County
P.O. Box 3594
Jackson, WY 83001
email: _____

38. SEVERABILITY. If any part of this Lease shall be construed to be unenforceable, invalid, or illegal, such unenforceability, invalidity, or illegality shall not affect any other provisions and they shall remain in full force and effect.

39. ENTIRE AGREEMENT. This Lease constitutes the complete and entire agreement between the Parties and may be modified only in writing duly signed by the Parties.

40. LAW AND JURISDICTION. This Lease shall be construed in accordance with the laws of the State of Wyoming. Any litigation arising under the terms of the Lease shall be in the state courts of the

State of Wyoming, Ninth Judicial District. Any forcible entry and detainer action shall be brought in the Circuit Court of Teton County, Wyoming.

41. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders when the context so requires. This Lease 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.

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

43. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via 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 Lease as well as any facsimile or other reproduction hereof.

44. INCORPORATION OF RECITALS. All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

IN WITNESS WHEREOF, each Party acknowledges they have read and understood all the terms of this Lease and hereby agree to be bound thereby. The Parties further acknowledge that they were under no duress in signing this Lease and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

LANDLORD:

Town of Jackson

By:

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Clerk

TENANT:

Teton County

By:

ATTEST:

Maureen E. Murphy
Teton County Clerk

TOWN OF JACKSON
SI FERRIN RESIDENTIAL LEASE AGREEMENT
(Updated August 2025)

This Residential Lease Agreement ("**Lease**") is made and entered into this _____ day of _____, 20_____, by and between the Town of Jackson, a municipal corporation of the State of Wyoming, ("**Landlord**" or "**Town**") and _____ ("**Tenant**"). Landlord and Tenant are each a "**Party**" to the Lease and are collectively the "**Parties**."

RECITALS

WHEREAS, Landlord is the owner of certain real property, residential unit, and improvements located at _____, and more particularly described as _____;

WHEREAS, Landlord desires to lease the real property, residential unit, improvements and any common areas, including _____ (collectively the "**Premises**");

WHEREAS, Tenant desires to lease the Premises; and

WHEREAS, the Parties desire to enter into a written lease agreement providing the terms, covenants and conditions for the lease and occupancy of the Premises by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows:

1. **LEASE**. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises according to the terms and conditions of this Lease.

2. **OCCUPANTS**. Tenant may occupy and reside in the Premises alone, or with immediate family members, partners, or housemates as agreed to and listed below, or as further modified or agreed to in writing by the Landlord. The rights of any permitted occupants are governed by the terms and conditions of this Lease and such rights shall expire or terminate at the same time the Tenant's rights expire or terminate hereunder.

- i. Name: _____
- ii. Name: _____
- iii. Name: _____

3. **TERM**. The Lease shall commence on _____, 20____ and end on _____, 20____, both dates inclusive ("**Term**"), unless sooner terminated. Upon expiration of the Term of this Lease, if Tenant remains in possession of the Premises without the execution of a new written lease or without the express written consent of Landlord, such holding over shall not be deemed to renew or extend the Term. Instead, such occupancy shall be construed as a tenancy from month-to-month, terminable by either party in accordance with the termination provision set forth in Section 32, subject to all the terms and conditions of this Lease except for the duration of the Term. Such month-to-month tenancy shall continue until (i) a new lease agreement is executed by both parties, or (ii) Tenant is lawfully removed or evicted from the Premises pursuant to applicable law, whichever occurs first.

4. RENT. Tenant agrees to pay Landlord monthly rent in the amount of \$____.00, payment for which will begin on _____, 20____. Landlord may increase the rent amount once every calendar year. Landlord shall give Tenant at least sixty (60) days written notice prior to any rent increase. In the event the term of the Lease begins on a day other than the first day of the month, or the initial term of the Lease ends on a day other than the last day of the month, the rent shall be prorated for as many days as Tenant occupies the Premises for that month.

(☐) Tenant is an employee of Town. All rental payments, including any late payment fees, shall be paid in accordance with Section 6 below (paycheck deduction).

(☐) Tenant is not an employee of Town. All subsequent rent payments are due and payable on the first day of each month. If rent is not paid by the third day of each month ("**Grace Period**"), a late charge of \$50.00 shall be due. Late charges shall continue to accrue after the third day at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. Any late charges due will be considered additional rent. If a check is returned by Tenant's bank for any reason, there will be a \$50.00 returned check fee that will be applied and due in addition to the outstanding rent and, if applicable, any late charges. Rent may be paid through the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

All Tenants: If Tenant fails to pay rent or any other fees due and payable under this Lease on or before the applicable due date specified in this Lease, and after any Grace Period has expired, Landlord reserves the right to terminate this Lease and require Tenant to vacate the premises in accordance with Landlord's Default Notice as set forth in Section 37. Failure to vacate the Premises may result in legal action for eviction as permitted by Wyoming law.

5. SECURITY DEPOSIT. Tenant shall pay a security deposit equal to one (1) month's rent. The security deposit shall be paid at the time of execution of this Lease, pursuant to a payment plan agreed to in writing by the Landlord, or it may be deducted from the Tenant's paycheck as outlined in Section 6. If the rent amount increases as provided herein, the amount of the security deposit shall increase to reflect the increase in the rent amount. Landlord shall give Tenant at least sixty (60) days written notice prior to the increase of the security deposit. The security deposit increase shall be paid at the time the rent amount increase is implemented, or it may be deducted from the Tenant's paycheck as outlined in Section 6. The security deposit shall be retained by the Landlord to be used for: (i) any damages, other than normal wear and tear, caused by Tenant, (ii) any missing or damaged furnishings, furniture, or items, other than normal wear and tear, from the Premises, (iii) any unpaid rent, fees, or charges, (iv) abandonment of the Premises, (v) cleaning expenses required to return the Premises to as good a condition as it was upon commencement of this Lease, and/or (vi) to the extent permitted by Wyoming law, any other costs or damages sustained by the Landlord by reason of the failure of the Tenant to comply with any terms, provisions, covenants, or agreements contained in this Lease. It is understood that the security deposit is not pre-payment of rent and is not applicable toward the last month's rent. The Landlord shall not be obligated (although it may do so at its option) to apply the security deposit to any unpaid rent, fees, charges, or portion thereof at the termination of the Lease. Landlord shall return that portion of the security deposit not used for one of the above-listed deductions no later than thirty (30) days following vacation of the Premises by Tenant provided that, if the security deposit is being applied to any permissible circumstance, this time period shall be extended by an additional thirty (30) days. Tenant shall be liable for any damages or expenses owed in excess of the security deposit. Landlord shall promptly provide Tenant written notice of the amount owed by Tenant, and Tenant shall pay said amount within seven (7) days of notice by remitting payment to the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance

Department, or at Landlord's election, it may be deducted from the Tenant's paycheck as outlined in Section 6.

6. PAYCHECK DEDUCTION AUTHORIZATION. If Tenant is an employee of the Town, Tenant agrees to the following payment terms, and authorizes the Town, as its employer, to deduct rent, utility costs, deposits, and fees from their bi-weekly paychecks (each of which is from a "pay period" that is a time frame of fourteen (14) days) as follows:

- a. Rent. Half ($\frac{1}{2}$) of the rent amount shall be deducted from the Tenant's paycheck with the first pay period of the month, and the second half ($\frac{1}{2}$) of the rent shall be deducted from Tenant's paycheck with the second pay period of the month.
- b. Utility costs. If Tenant is required to reimburse Landlord for the costs of utilities pursuant to Section 20, such costs shall be deducted from Tenant's paycheck with the second pay period of the month.
- c. Security Deposit. If Tenant does not pay the security deposit at the time of the execution of the Lease, or does not pay any increase in the security deposit when required as set forth herein, then \$200.00, or an alternative amount as authorized by the Landlord, shall be deducted from Tenant's paycheck each month until the security deposit or security deposit increase is paid in full. Half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the first pay period of the month, and the second half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the second pay period of the month.
- d. Pet Deposit. If Tenant has a pet and does not pay the pet deposit at the time of the execution of the Lease in accordance with Section 25 herein, then \$200.00, or an alternative amount authorized by the Landlord, shall be deducted from Tenant's paycheck each month until the pet deposit is paid in full. Half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the first pay period of the month, and the second half ($\frac{1}{2}$) of this amount (\$100.00) shall be deducted from the Tenant's paycheck with the second pay period of the month.
- e. Fees. Any fees charged to Tenant shall be deducted from Tenant's paycheck in the pay period following the charged fee.
- f. Insufficient Income. If Tenant does not have sufficient income in their paychecks to cover the rent payments, utility costs, the security deposit, or fees as outlined above, the outstanding amount due with each pay period shall be remitted no later than the Monday following the payday for the insufficient paycheck, and in no event shall the entire rent amount be paid later than the twenty fifth day of the month or it will be considered late.
- g. Late and Return Check Fees. If rent is not paid in full by the twenty fifth (25th) day of the month, a late fee of \$50.00 will be applied, and is due in addition to the outstanding rent. Late fees shall continue to accrue after the tenth day at the rate of \$10.00 per day for every day, or portion thereof, that the rent is not paid in full. If a check is returned by Tenant's bank for any reason, there will be a \$50.00 returned check fee that will be applied and is due in addition to the outstanding rent and, if applicable, any late charges.
- h. Final Paycheck. Landlord reserves the right to withhold and deduct from Tenant's final paycheck any unpaid amounts including, but not limited to rent, fees, charges, security deposit, damage costs, utilities, or cleaning costs. Landlord may further withhold and deduct from Tenant's final paycheck any such costs or fees that will become due after Tenant's final pay period. If Tenant does not have sufficient income in their final paycheck to cover the amount required to be deducted, then Landlord shall promptly provide Tenant written notice

of the outstanding amount owed, and Tenant shall pay the outstanding amount within three (3) days of notice.

- i. Outstanding Payments. Any outstanding rent, costs, or fees may be paid through the Town's payment drop box located at the north entrance to Town Hall, by mailing it to Town of Jackson, P.O. Box 1687, Jackson, WY 83001, or by ACH or credit card payment set up through the Town Finance Department.

7. CONTINUED EMPLOYMENT. (Check One)

☐ A condition precedent to Tenant leasing the Premises is continued full-time employment with the Town of Jackson or Teton County, Wyoming, or continued status as an active volunteer or probationary status with the Jackson/Teton County Fire/EMS. Full-time employment means either i) at least thirty-five (35) hours per week, or ii) an average of thirty-five (35) hours a week per quarter for variable-hour employees, unless otherwise approved in writing by the Director of Internal Services. If Tenant's employment terminates whether voluntarily or involuntary, Landlord shall provide Tenant written notice of termination of the Lease and notice to quit the Premises, and Tenant shall vacate the Premises within three (3) days of their last day of work, or by the end date of the Lease, whichever is sooner, unless Landlord agrees in writing to extend the time to vacate.

☐ The Tenant's employment is not a condition precedent to Tenant leasing the Premises.

8. SOLE RESIDENCE. Tenant shall use the Premises only as their sole, year-round residence. Tenant shall not directly own or own through a marriage, partnership, corporation, or any other means any other residential housing unit within the Town of Jackson limits, within Teton County limits, or in any outlying community from which an employee could reasonably commute. By signing this Lease, Tenant affirms they do not own a residential housing unit under any of these circumstances. If Tenant is found to be in violation of this provision, Landlord will provide written notice of the violation and notice of termination of the Lease, and Tenant will have thirty (30) days to vacate the Premises upon termination of the Lease under this provision. This same provision applies to all individuals residing in and occupying the Premises.

9. MOVE-IN INSPECTION WORKSHEET. Tenant shall complete and execute a Move-In Inspection Worksheet ("Worksheet") within fourteen (14) days of the commencement of the Lease. The Worksheet shall provide a detailed accounting of the condition of the Premises, including, but not limited to, repairs needed, damages, or material defects. If there are any furnishings, furniture, or items contained in the Premises, the Worksheet shall also document an inventory and a detailed accounting of the conditions of such furnishings, furniture, and items. If a Worksheet is not completed by the Tenant in the time specified, this may result in the Tenant being held responsible for all issues noted by Landlord at move out.

10. USE OF PREMISES. Tenant agrees and acknowledges that their use of the Premises is conditioned upon the following:

- a. Shall comply with all requirements of any governmental authorities, housing authorities, or homeowner associations concerning the Premises now or hereafter in force.
- b. Shall comply with rules or regulations made by Landlord from time-to-time for the safety, care, upkeep, and cleanliness of the Premises.
- c. Do not place auxiliary structures of any kind on the Premises without the express written consent of the Landlord.
- d. Do not install any satellite dishes cable, or permanent or semi-permanent communication services on, in, or attached to any portion of the Premises.
- e. Do not sublease the Premises during the term of this Lease.

- f. May not use the Premises as a business address or for the purpose of conducting any type of business, profession, or trade ("Business Activities") without the prior express written consent of the Landlord. If Tenant obtains consent to conduct Business Activities at the Premises, Tenant shall conduct such Business Activities in a manner that is lawful and does not create any nuisance, or interfere with, annoy, or disturb any neighbors or other residents at the Premises. Tenant, at their own expense, shall be responsible for duly procuring and maintaining any governmental license or permit that is required for the Business Activities. Consent for the Business Activities may be rescinded at any time by providing thirty (30) days written notice to Tenant for Business Activities to cease.
- g. Shall keep radios, televisions, stereos, other audio devices, etc., at a level of sound that does not annoy or interfere with other residents or neighbors.
- h. Do not permit any liens or security interests be filed against the Premises.

11. NO ILLEGAL OR PROHIBITED CONDUCT. Tenant shall not use or permit the use of the Premises contrary to any federal, state, or local law or engage in any activity in or on the Premises that is illegal under any federal, state, or local law. Nor shall Tenant permit others to engage in illegal activities in or on the Premises. Tenant shall not engage in or permit in or on the Premises disruptive conduct, noisy disturbances, abusive language, intimidating behavior, bullying behavior, threatening behavior, violent acts, any other conduct that jeopardizes the health, safety, and/or welfare of Landlord, Landlord's agents, other residents, neighbors, or property, or otherwise disturb or interfere with the rights of other residents or neighbors. If Tenant violates this section, the Lease may be terminated by the Landlord in accordance with Section 32.

12. ALTERATION AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the Premises without the advanced written consent of the Landlord.

13. REPAIR AND MAINTENANCE. Tenant shall keep the Premises in as good order as it was at the time of the commencement of this Lease, reasonable wear and tear, damage by elements, accidental fire or other casualty excepted. Tenant will immediately notify Landlord of any damage to the Premises or its contents, or to any inoperable equipment or appliances, and such damage or inoperable equipment or appliance shall be promptly repaired at no expense to the Tenant, except as indicated below. Tenant will be responsible for any damage caused by the Tenant, or Tenant's family members, invitees, or guests. Tenant agrees to be responsible for the following maintenance of the Premises, and agrees that any violation thereof shall be deemed a violation of this Lease:

- a. Keep all windows, glass, window treatments, doors, locks, and hardware in good, clean order and repair.
- b. Do not obstruct or cover the windows or doors, with the exception of conventional window treatments.
- c. Do not leave windows or doors in an open position during inclement weather.
- d. Do not hang laundry, clothing, sheets, etc. from any window, rail, porch, or, balcony, nor air or dry any of the same within any yard area.
- e. Do not cause or permit any locks or hooks to be placed upon any door, except for child locks.
- f. Take reasonable precautions to avoid freezing pipes and plumbing fixtures, including adhering to any preventive measures stipulated by Landlord.
- g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use the same only for the purposes for which they were constructed. No sweepings, garbage, sand, rags, ashes, or other substances shall be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.

- h. Deposit all trash, garbage, rubbish, and refuse in the locations provided therefor and not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building.
- i. Keep the Premises, both inside and out, in good, clean, orderly, and sanitary condition.
- j. Do not store or accumulate items along the exterior walls.
- k. Do not paint any portion of the Premises without express written consent of Landlord.
- l. Do not permit any hazardous, toxic, or flammable substances to be stored or used in or about the Premises.
- m. Do not disconnect the smoke/fire alarm and/or any other detectors in the Premises.
- n. Utilize the exhaust fans in the bathroom and kitchen areas at a level sufficient to prohibit the growth of mold in these areas or other areas prone to condensation.
- o. Shall be responsible for the arrangement, completion, and funding of any minor repair or maintenance that costs up to \$100.00 to complete.

14. ENVIRONMENTAL CONDITIONS.

- a. Initial Radon Test. This Lease is expressly subject to the condition precedent of Landlord providing Tenant with a copy of a written radon test report, conducted in accordance with applicable state and federal guidelines for radon measurement and indicating radon concentration levels at or below the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, dated no less than 24 months prior to commencement of the Lease.
- b. Radon Testing During the Lease. During the term of the Lease, Landlord shall conduct radon testing of the Premises, in accordance with applicable state and federal guidelines for radon measurement, no less than 24 months from the last radon test completed by Landlord and shall provide Tenant with a copy of the written radon test report. In the event that the Landlord's radon test or Tenant's radon test indicates radon concentration levels at or above the action level recommended by the Wyoming Department of Health or the U.S. Environmental Protection Agency, whichever is lower, and Landlord does not complete necessary mitigation measures to reduce radon levels to below the recommended threshold within a reasonable period, Tenant may elect to terminate this Lease without penalty
- c. Notification and Remediation for Other Environmental Conditions. If an environmental condition that makes the Premises unsafe and not fit for human habitation is discovered on the Premises during the Lease, Tenant shall notify Landlord in writing. Upon receiving notice or otherwise becoming aware, Landlord, shall, at Landlord's sole expense, promptly investigate and, if necessary, remediate the condition to ensure the Premises complies with the requirements of Wyoming law and is safe and fit for human habitation.

15. LEAD DISCLOSURE. *Housing built before 1978 may contain lead-based paint, which can pose health hazards if not managed properly. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint hazards in the housing premises and provide a federally approved pamphlet on lead poisoning prevention.*

☐ The Premises were built prior to January 1, 1978. Prior to commencement of the Lease, Landlord shall provide Tenant with a lead disclosure form and a copy of the current federally approved pamphlet on lead poisoning prevention

☐ The Premises were built after January 1, 1978. No lead disclosures required.

16. KEYS. Tenant shall be issued _____ () keys (____ cards and ____ fobs) at the commencement of the Term of this Lease.

- a. Additional Keys. Tenant may request additional keys at the commencement of this Lease. The fee for an additional card is \$8.00 and the fee for an additional fob is \$20.00.
- b. Lost Keys. Tenant must immediately notify Landlord of a lost key so Landlord may deactivate the key.
- c. Recoding or Replacement Keys. If Tenant requires the recoding of a key, or the replacement of a lost, damaged, or inoperative key, Tenant will be charged the following fees:
 - i. First instance of recoding or replacement = \$25.00 fee.
 - ii. Second instance of recoding or replacement = \$50.00 fee.
 - iii. Third or subsequent instance of recoding or replacement = \$200.00 fee for each recoding or replacement.

In the event Tenant's key is damaged or inoperative, the fee to recode or replace the key may be waived at the Town's Facilities Manager's discretion. Return of Keys. Tenant must promptly return the keys to Landlord upon vacating the Premises at the end of the Lease. If all keys are not returned, Tenant will be charged \$25.00 per unreturned key.
- d. Lockouts. If Tenant is locked out of the Premises, Tenant must contact Landlord to gain entry. Tenant will not be charged a fee for the first instance of lockout, but will be charged a fee for each subsequent lockout as follows:
 - i. Second lockout = \$25.00 fee
 - ii. Third lockout = \$50.00 fee
 - iii. Four or more lockouts = \$200.00 fee for each instance of lockout.

If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice, or the fee may be deducted from the Tenant's paycheck as outlined in Section 6.

17. SMOKE ALARMS.

- a. Smoke Alarm Reset Callout. If Landlord is called out to reset a smoke alarm, Tenant will not be charged a fee for the first reset callout, but will be charged for subsequent callouts as follows:
 - i. Second reset callout = \$25.00 fee
 - ii. Third reset callout = \$50.00 fee
 - iii. Four or more reset callouts = \$200.00 fee for each callout
- b. Smoke Alarm Damage. If Tenant damages a smoke alarm, any costs incurred to repair the smoke alarm will be charged to Tenant as a fee.
- c. Smoke Alarm Removal or Disconnection. Tenant shall not remove or disconnect any smoke alarms. If Tenant removes a smoke alarm from its ceiling mount or disconnects a smoke alarm without first obtaining permission from the Town's Facilities Manager, Tenant shall be charged a \$200.00 fee.

If Tenant is charged a fee as provided herein, Landlord shall give Tenant written notice of the charged fee. Tenant shall pay the fee with the next rent payment that is due following the written notice, or the fee may be deducted from the Tenant's paycheck as outlined in Section 6.

18. SNOW REMOVAL. (Check One)

- ☐ All ice and snow removal will be provided with no obligation to the Tenant.
- ☐ Tenant is responsible for all ice and snow removal at the Premises from any steps, walkways, entrances, and driveways. Landlord will be responsible for any ice and snow removal from the roof.
- ☐ Tenant shall have a shared responsibility with any other tenants of a shared housing unit for ice and snow removal at the Premises from any steps, walkways, entrances, and driveways. Landlord will be responsible for any ice and snow removal from the roof.

() Tenant shall be responsible for ice and snow removal from the _____. All other removal will be provided with no obligation to the Tenant, including removal from the _____.

19. YARD MAINTENANCE. (Check One)

() All yard maintenance will be provided with no obligation to the Tenant.

() Tenant is responsible for maintaining the yard, including appropriate mowing and watering of the lawn. If there is a sprinkler system on the Premises, Tenant may use the sprinkler system to water the lawn. The maintenance and service of the sprinkler system, including the spring startup and winterization of the system, will be provided with no obligation to the Tenant. Tenant will be responsible for any repair or damage caused by misuse, abuse, or neglect of the sprinkler system. Tenant shall promptly notify Landlord of any yard or sprinkler system issues.

() Tenant shall have a shared responsibility with any other tenants of a shared housing unit for maintaining the yard, including appropriate mowing and watering of the lawn. If there is a sprinkler system on the Premises, Tenant may use the sprinkler system to water the lawn. The maintenance and service of the sprinkler system, including the spring startup and winterization of the system, will be provided with no obligation to the Tenant. Tenant will be responsible for any repair or damage caused by misuse, abuse, or neglect of the sprinkler system. Tenant shall promptly notify Landlord of any yard or sprinkler system issues.

() Tenant shall be responsible for the following yard maintenance: _____. All other yard maintenance will be provided with no obligation to the Tenant.

20. UTILITIES. (Check All That Apply)

() All utilities are included with rent.

() The following utilities are included with rent: _____.

Tenant is responsible and shall pay for any other utilities that may be necessary or desirable.

() Tenant is responsible and shall pay for all utilities that may be necessary or desirable, including but not limited to power, gas, water, sewer, internet, and garbage removal.

() If Tenant is an employee of the Town, the Landlord will maintain the following utilities in the Landlord's name: _____. Landlord will pay the costs for such utilities used by the Tenant directly to the respective company during the term of the Lease. Tenant shall reimburse Landlord for the costs of the utilities, which will be deducted from their paycheck as outlined herein.

21. CARPET CLEANING. If there are carpets in the Premises, Tenant shall either clean the carpets with a carpet shampooer/steamer or have the carpets professionally cleaned prior to vacating the Premises. If Tenant fails to clean the carpets satisfactorily or altogether, Landlord reserves the right to deduct from the security deposit the cost to have the carpets professionally cleaned.

22. HOMEOWNER'S ASSOCIATION FEES AND PROPERTY TAXES. Landlord is solely responsible for any homeowner's association fees. Landlord shall pay all property taxes on the Premises as they become due and payable.

23. COVENANT OF QUIET ENJOYMENT. Tenant, upon paying rent and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the Premises hereby leased during the term hereof.

24. OVERNIGHT GUESTS. Overnight guests may stay in or on the Premises for no more than seven (7) consecutive nights. No overnight visitation by a guest who has visited for a seven (7) night period may occur more than twice during each year of the Lease. For purposes of enforcing these terms, Tenant agrees to provide current license plate information for the Tenant and all occupants residing in the Premises.

25. ANIMALS. (Check All That Apply)

☐ No pets are allowed except service animals or assistance animals.

☐ Tenant intends to occupy the Premises with a service animal(s) or assistance animal(s). Service animals and assistance animals are allowed in accordance with Wyoming State and Federal law. A pet deposit is not required for a service animal or assistance animal. Tenant may be liable for any damage caused by the service animal or assistance animal to the extent allowed under Wyoming State and Federal law.

☐ In addition to any service animals or assistance animals, Landlord consents to allow Tenant to have the following pet(s): _____, in compliance with Jackson Municipal Code § 7.05.020(G). Tenant agrees that no other pet shall be kept on the Premises. The unauthorized presence of any pet will subject Tenant to termination of this Lease pursuant to Section 32 herein. Tenant must pay an additional \$____.00 pet deposit. The pet deposit shall be paid at the time of the execution of this Lease, pursuant to a payment plan agreed to in writing by the Landlord, or it may be deducted from the Tenant's paycheck as outlined in Section 6. The pet deposit is refundable unless there are damages or cleaning costs related to the pet(s). If the cost for the repair of the damages or cleaning exceeds the amount of the pet deposit, then Tenant will be responsible and charged for the additional costs for repair or cleaning.

If Tenant entered the Lease with no pet and later seeks to acquire a pet during the term of the Lease, or if Tenant seeks an additional pet to what Landlord consented to above, advanced written consent from Landlord is required for the pet. Landlord's written consent shall contain an accounting of any additional pet deposit required for the pet, which deposit shall be paid in advance of Tenant keeping the pet on the Premises.

26. SMOKING. No smoking is permitted in or on the Premises at any time.

27. PARKING. Tenant shall only park in spaces designated by the Landlord. Parking of oversized vehicles that do not fit within the designated parking spaces is prohibited.

28. INSPECTION/ENTRY. Landlord shall have the right to enter the Premises for reasonable inspections, to make any agreed upon or necessary repairs/improvements, to show the Premises to prospective Tenants or contractors, if Landlord believes the Premises have been abandoned, or where other good cause exists to enter. The Landlord shall give Tenant at least twenty-four (24) hours advance notice of entry, except in the event of an emergency or where other good cause exists. For major repairs or improvements that will disrupt the occupancy of the Tenant for more than one (1) day, the Landlord shall give Tenant at least seven (7) days advance notice of entry. Notwithstanding the foregoing, Landlord shall have the right to enter and inspect the Premises and take appropriate action without advance notice in the event of any emergency, or as allowed under Jackson Municipal Code § 1.08.010.

29. INSURANCE. Landlord shall maintain, at its expense, fire, comprehensive general liability, and extended "all-risk" coverage on the Premises.

30. TENANT'S PERSONAL PROPERTY AND INSURANCE. Landlord shall not be responsible for loss, destruction, or damage to Tenant's personal property regardless of the cause. Tenant has the option to obtain a renter's insurance policy. Landlord shall have no responsibility for the payment of any renter's insurance policy obtained by Tenant.

31. CASUALTIES TO PREMISES. If the Premises shall be damaged by fire, elements, unavoidable accident, severe environmental condition, or other casualty, without the fault or negligence of Tenant, and the Premises are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Premises rendered untenable. If, by reason of such occurrence, the Premises shall be rendered wholly untenable, Landlord shall promptly cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Premises shall be rendered wholly untenable by reason of such occurrence and the Premises cannot be repaired within ninety (90) days from the date such damage occurs, Landlord or Tenant shall at their option have the right to declare the balance of the term of this Lease to be null and void.

32. TERMINATION. Except in the event of any default by Tenant, which termination is governed by Section 37 and applicable state statutes or other termination provisions set forth in different sections of this Lease, either Party may terminate this Lease at any time upon giving thirty (30) days prior written notice. If the Lease is terminated pursuant to this section or pursuant to any other section of the Lease, Tenant will remain responsible for the full rent for both the month in which they give their thirty (30) days' notice and the month in which the thirty (30) days notice period expires, even if they have vacated the Premises before the end of either month. However, if after the Tenant vacates the Premises and the Landlord places another tenant into the Premises during that month, then Tenant will be obligated to pay prorated rent only up to the date the new tenant takes occupancy of the Premises. In the event of any termination, Tenant and any occupants are bound and shall abide by the terms and conditions of this Lease until they vacate the Premises. In the event that the Premises must be repaired due to damage caused by Tenant, Tenant shall be responsible for reimbursing Landlord for said repair(s) and such payment shall be made within thirty (30) days of receipt of an invoice specifying the repair and cost therefor.

33. SURRENDER AND CLEANING. Upon the termination of this Lease, Tenant shall quit and surrender the Premises in as good condition and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted. Tenant is responsible for cleaning so that at surrender the Premises are in as good of a condition and repair as at the commencement of this Lease, and, if cleaning is required by the Landlord to meet this standard, Landlord will deduct the cost of such from the security deposit or withhold from Tenant's final paycheck in accordance with Section 6, if applicable. If the cost of cleaning exceeds the amount of the security deposit and Tenant's final paycheck if Tenant is an employee under Section 6, Tenant will be responsible and charged for the additional cleaning costs.

34. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, assigns, and legal representatives.

35. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made other than those set forth herein.

36. WAIVER. The waiver by the Parties of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other condition herein contained. None of the terms hereof can be waived by either the of the Parties, except by appropriate written agreement duly executed by both Parties.

37. DEFAULT. Tenant shall be in default if Tenant fails to pay any part of the rent herein provided, or any other sum required by the Lease to be paid at the times or in the manner provided under the Lease or otherwise, or where any covenant, term, or condition of this Lease is materially violated. In the event of a default by Tenant, Landlord may provide Tenant with a notice of termination and default and notice to quit ("**Default Notice**"), at its sole discretion. A Default Notice shall include a request to cure the default within three (3) days of the written notice, and the specific date on which the Lease will terminate if Tenant fails to timely cure the default. If by its nature the default cannot be cured within three (3) days, but Tenant commences the cure within that time period and perfects it thereafter, no immediate termination may be effectuated. If Tenant is in default with respect to the same or substantially same covenant, term, or condition of the Lease two (2) or more times during any three (3) month period during the term of the Lease, notwithstanding any prior cure of default, Landlord may elect to immediately terminate the Lease and Tenant will not have the opportunity to cure the default. If the Lease is terminated pursuant to this section, Landlord shall provide Tenant written notice of the termination and Tenant will have three (3) days from the date of the notice to vacate the Premises, unless Landlord agrees in writing to extend the time to vacate. The Landlord reserves all rights and remedies available to them under the law in the event of default, including commencement of eviction proceedings.

38. INDEMNIFICATION. Landlord shall not be liable for any damage, injury, or loss to person or persons occurring on the Premises unless such act is the result of the negligence of the Landlord. Tenant agrees to hold Landlord harmless from any claims for damages, injury, or loss to person or persons occurring on the Premises, except for damages, injury, or loss caused by the negligence of Landlord.

39. GOVERNMENTAL IMMUNITY. Landlord does not waive their governmental immunity by entering into this Lease, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

40. ATTORNEY'S FEES. Landlord and Tenant agree that in the event either party incurs court costs or attorney's fees by reason of default or breach by the other party, the prevailing party in any such court action shall be entitled to reasonable attorney's fees and court costs from the other.

41. NOTICES. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day. Either Party may change its address or email address for notice purposes by providing written notice to the other Party in accordance with the terms of this provision.

LANDLORD

Town of Jackson
P.O. Box 1687
Jackson, WY 83001
employeehousing@jacksonwy.gov

TENANT

Tenant Cell Phone: _____

Tenant Email: _____

Tenant Vehicle Make/Model/Description: _____

Tenant Vehicle License Plate State/Number: _____

Tenant Vehicle Make/Model/Description: _____

Tenant Vehicle License Plate State/Number: _____

42. SEVERABILITY. If any part of this Lease shall be construed to be unenforceable, invalid, or illegal, such unenforceability, invalidity, or illegality shall not affect any other provisions and they shall remain in full force and effect.

43. ENTIRE AGREEMENT. This Lease constitutes the complete and entire agreement between the Parties and may be modified only in writing duly signed by the Parties.

44. LAW AND JURISDICTION. This Lease shall be construed in accordance with the laws of the State of Wyoming. Any litigation arising under the terms of the Lease shall be in the state courts of the State of Wyoming, Ninth Judicial District. Any forcible entry and detainer action shall be brought in the Circuit Court of Teton County, Wyoming.

45. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders when the context so requires. This Lease 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.

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

47. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via 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 Lease as well as any facsimile or other reproduction hereof.

48. INCORPORATION OF RECITALS. All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

IN WITNESS WHEREOF, each Party acknowledges they have read and understood all the terms of this Lease and hereby agree to be bound thereby. The Parties further acknowledge that they were under no duress in signing this Lease and had full opportunity to negotiate the terms contained herein and to consult independent counsel.

LANDLORD:

Town of Jackson

TENANT:

Arne O. Jorgensen, Mayor

Attest:

Riley Hovorka, Clerk



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

March 2021

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

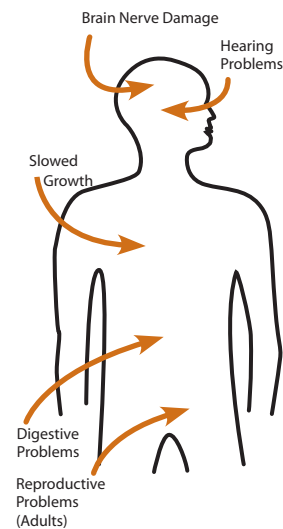
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
[hud.gov/lead](https://www.hud.gov/lead)

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (initial (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

(c) Lessee has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home (initial).

Agent's Acknowledgment (initial or enter N/A if not applicable)

(e) _____ Lessor's Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

(f) _____ Lessee's Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.¹

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	Date	Lessee	Date
Lessor	Date	Lessee	Date
Lessor's Agent	Date	Lessee's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the lessee's agent receives compensation from the lessor.

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Regular Meeting
Submitting Department:	External Affairs	Presenter:	Susan Scarlata
Agenda Item:	Sustainable Strategies Grant Consultants: Services Agreement & D.C. Trip	Public Comment:	Yes

Purpose & Policy Considerations.

To approve a contract with grant writing consultants Sustainable Strategies (S2) and consider sending a small delegation from the Town of Jackson to Washington D.C. to meet with Wyoming's Representative and Senators and connect with agencies where the Town has grants pending.

Requested Action.

Staff requests that Council approve the contract with Sustainable Strategies and determine if Town is interested in sending a delegation to Washington D.C. in the fall of 2025.

Recommendations.

Staff recommends approving the contract with Sustainable Strategies and that Council support a delegation traveling to Washington D.C. in September or October of 2025.

Background.

For the last three years, Town Council has supported and budgeted for work with grant consultants Sustainable Strategies (S2). A new Services Agreement for continued work with S2 is attached to this staff report. S2 is a full-service grant writing and acquisition firm. They identify potential funding opportunities, draft briefing sheets for staff and partners, write narratives and create budgets for grant applications, and draft letters of support for partners. This partnership provides a national perspective and network and greatly eases the burden of applying for grants. Please see the chart below for more detailed information about applications. During Fiscal Year 2025, S2 helped secure \$260,000 in grant funding and helped staff apply for many other grants, which had they been awarded, would have provided over \$7.5 million in funding. Still pending, are requests for grant support for an evacuation plan, the 'Road to Zero Waste' project, an implementation grant for 'Safe Streets for All,' and mental health peer support for the Police Department.

GRANT PROGRAM	PROJECT NAME	GRANT AMOUNT	STATUS
Municipal Investment Fund	Town of Jackson/ECW Municipal Investment Fund	\$250,000	Awarded
Wyoming Urban and Community Forestry Prog.	Jackson's Aspen Hill Cemetery Tree Planting Project	\$10,000	Awarded
EPA SWIFR	Teton County's Road to Zero Waste Project	\$3,112,907	Pending
DOT PROTECT	County Transportation Vulnerability & Evacuation Planning Proj.	\$775,000	Pending
DOT SS4A	Jackson/Teton County Safe Streets Implementation Project	\$5,588,400	Pending
DOJ LEMHWA	Teton County Interagency Peer Support Program	\$200,000	Pending
WYDOT Congestion Mitigation Air Quality Prog.	Teton County TDM Congestion Mitigation Project	\$114,400	Declined
HUD PRO Housing	Teton County PRO Housing Action Plan	\$7,000,000	Declined
MAP EJ Grant	Jackson Affordable Housing Energy Efficiency Upgrade Project	\$350,000	Declined
DOE Communities Taking Charge Accelerator	Jackson Electric Mobility Pilot Program	\$413,000	Not submitted
DOT National Scenic Byways	Jackson North Cache Gateway Enhancement Project	\$2,500,000	Not submitted

The two opportunities listed that have not been submitted are waiting for further input from partners, WYDOT in this case, or were not invited to submit a full application after a concept paper. In addition to this list, Sustainable Strategies helped the Town work with Congresswoman Hageman's office to include a request for dedicated funding for \$1,240,000 to support upgrades to Snow King Avenue, which is still working its way through the Appropriations Subcommittee.

S2 is also currently working on and helping staff consider the following grant opportunities.

- [WYDOT Transportation Alternatives \(TA\)](#): Working on an application for Scott Lane/Maple Way project.
- [Wyoming Community Development Authority LIHTC/CDBG](#): Discussing possibilities with the housing department, potentially to apply for the Virginian project.
- [NPS Land & Water Conservation Fund \(LWCF\) Applications](#): Working with Parks & Rec staff for development of public outdoor recreational lands and facilities in Karns Meadow Park.

Contract Term: 7/1/25 – 6/30/2026

Analysis & Key Questions

The partnership with Sustainable Strategies has been fruitful and helped secure a significant amount of funding that the Town and community are unlikely to have been able to access otherwise. S2 anticipates there will continue to be grant opportunities that are a good fit for Town priorities in Fiscal Year 2026. Some grants we passed on this year will be available again when the Town is more aware of what applications entail and closer to being “shovel ready” on certain projects. Approval of the attached Service Agreement with S2 will continue to enhance the Town’s ability to navigate and access further funding opportunities to stay on target with infrastructure projects, sustainability goals, and community priorities.

Key Question #1: Does Council approve the attached Service Agreement with Sustainable Strategies?

Trip to Washington D.C.: Sustainable Strategies has encouraged the Town to send a delegation with Elected Officials and Town staff to Washington D.C. to meet with senior federal and state leaders who may help support the Town’s priorities. The Town has taken two such trips and there is interest in taking another this fall. These relationship-building trips, organized and scheduled by S2, are framed around key projects and specific sources of funding where the Town has applications pending. They also include meetings with Wyoming’s elected congressional and state representatives, key staff in the White House and Office of the Governor, and with federal and state agency staff running funding programs in specific policy areas. S2 advises that a trip for a few days at the end of October could be scheduled when both the House of Representatives and Senate are in-session. This would be for one staff member, likely the Town Manager, Mayor, and one other Councilmember, if there is interest.

Key Question #2: Does Council want to approve travel for a trip to Washington D.C. this fall and have staff begin the necessary planning?

Possible Alternatives.

Town Council could choose not to support a trip to Washington D.C. and/or to 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 helped the Town secure more than \$8 million in grant funding for our community thus far, with millions more pending. It is unlikely that staff would have the capacity to apply for these grants without S2’s support. The attached Service Agreement with Sustainable Strategies is for \$96,000 (\$8,000 monthly) for one year of consulting and work through June of 2026. There will be further fiscal impact to Council’s Training, Travel, & Meetings budget for a potential

trip to Washington D.C. to connect with legislators and other branches of the federal government. Previous trips to D.C. were about \$7,500.

Staff Impact.

Between three and five 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 prepares grant applications and staff provide content, editing, and affirming the application is correct. Depending on the application's length, staff spends between 5- and 20 hours completing grant applications. Not all grants that S2 helps write are primarily for the Town, those where the Town of Jackson is the primary applicant require more staff time.

Attachments or Links.

Services Agreement with Sustainable Strategies

Suggested Motion.

I move to:

- 1) Approve the Services Agreement with Sustainable Strategies and authorize the Mayor to execute it subject to minor changes by staff; and
- 2) Approve travel for and direct staff to plan a trip to Washington D.C. in the fall of 2025.

PROFESSIONAL SERVICES AGREEMENT FOR GRANT AFFAIRS AND STRATEGIC CONSULTING SERVICES

This Agreement for Professional Services for Grant Affairs and Strategic Consulting Services ("**Agreement**") is effective the 1st day of July 2025, ("**Effective Date**"), and is executed by and between the Town of Jackson, a Wyoming municipal corporation, P.O. Box 1687, Jackson, WY 83001 ("**Town**"), and Sustainable Strategies DC, having a place of business at 500 New Jersey Avenue, NW, Suite 600, Washington, DC 20001 ("**Consultant**").

1. Statement of Services

Consultant shall provide strategic consulting, grant-writing, and advocacy services to assist the Town to effectively organize and pursue federal, state, and philanthropic grant funding resources, as more fully described in **Exhibit A, Scope of Work**, which, by this reference, is hereby incorporated herein ("**Services**").

2. Term

The term of this Agreement shall be for one (1) year commencing on the Effective Date and terminating on June 30, 2026 ("**Term**"), unless sooner terminated or extended as provided herein. The parties may extend the term of the Agreement by written agreement (each and "**Extension Term**"). Either party may terminate the Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party of its intent to terminate. All compensation earned and costs accrued prior to the notice of termination shall be payable to Consultant.

3. Fees and Costs

The Town agrees to pay Consultant, as full compensation for all Services, a monthly fee in the amount of Eight Thousand (\$8,000), for a total amount not to exceed Ninety Thousand Dollars (\$96,000) for the Term of the Agreement and each Extension Term. Consultant shall present an appropriate invoice to the Town by the first (1st) day of every month. Consultant shall be paid within thirty (30) days of receipt of invoice. It is specifically understood and agreed to by Consultant that the amount listed for the Services is a "not to exceed" amount for completion of the overall Agreement. Consultant shall not receive compensation in excess of the total "not to exceed" amount as set forth in this Section without the prior written approval of the Town. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours during which Services are performed in any given period of time. The Town may examine all records of Consultant during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

The Town shall reimburse Consultant for all reasonable out-of-pocket costs, including but not limited to travel costs for airfare, lodging, and meals, incurred in connection with the performance of the Services. Consultant shall obtain written authorization from the Town prior to any out-of-pocket costs that exceed Two Hundred Dollars (\$200) and it is explicitly understood by the parties hereto that meetings may be virtual. Out-of-pocket costs are not included in the fixed fee for the Services and will be invoiced at cost without any markup. Consultant shall present an appropriate invoice with any out-of-pocket costs to the Town by the first (1st) day of every month. Consultant shall be paid within thirty (30) days of receipt of invoice.

4. Independent Contractor Status

It is understood and agreed that Consultant will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Consultant and its employees will not be considered employees, partners, agents, or joint venture partners of the Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Neither Consultant nor its employees shall be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability

benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security. Neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

5. Confidentiality

Consultant acknowledges and agrees that all tangible, intangible, technical, and business information provided, disclosed, or otherwise learned in connection with this Agreement is the Town's sole and exclusive property and is deemed by the Town to be confidential information that shall not be disclosed by Consultant.

6. Place of Performance

Consultant shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the Town. Consultant shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the Services that is agreed to be performed in accordance with this Agreement.

7. Notice

Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day.

Town:

Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001
clerk@jacksonwy.gov

Consultant:

Sustainable Strategies DC
Attn: Ashley Badesch
200 Massachusetts Ave. NW, Ste 380
Washington, DC 20001
ashley.badesch@strategiesdc.com

Either party may change its address or email address for notice purposes by providing written notice to the other party in accordance with the terms of this provision.

8. General Provisions

- A. 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.
- B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

- C. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.
- D. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- E. 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.
- F. Section Headings. The section headings set forth in this Agreement are solely for convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.
- G. Declaration by Independent Contractor. The Consultant declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.
- H. Governmental Immunity. The Town 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 arising out of this Agreement.
- I. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.
- J. 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 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives and effective as of the Effective Date.

SUSTAINABLE STRATEGIES DC

Ashley Badesch

TOWN OF JACKSON, WYOMING

Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

EXHIBIT A – SCOPE OF WORK

1. Overview of Services

Consultant shall provide strategic consulting, grant-writing, and advocacy services to assist the Town to effectively organize and pursue federal, state, and philanthropic grant funding resources. Consultant will work closely and consistently with Town staff in securing these resources.

2. Services to be Performed

A. Community Assessment and Strategy Session

I. Update to Resource Roadmap

Within six (6) months of Agreement execution, Consultant will update the Resource Roadmap for the Town. This Roadmap will further identify opportunities for securing funding to advance the Town's priorities and will align key projects with the best sources of funding and other resources from federal, state, philanthropic, and private sector sources. The Resource Roadmap will describe key information for each funding opportunity, including eligible uses of funds, typical funding ranges, required matching funds, deadlines, key competitiveness factors, points of contact, and action steps for each priority project and funding source. The Resource Roadmap will ultimately assist the Town in prioritizing projects, planning, budgeting grant matches, and conducting strategic advocacy.

B. Implementation of the Town's Resource Roadmap

For the Term and any Extension Terms of this Agreement, Consultant will generally provide a full suite of services in tracking funding opportunities, grant writing, public-private partnership facilitation and building, advocacy to agencies and legislative officials, organization of stakeholder support, development of materials, and other strategic services. In support of these services, Consultant will specifically do the following for the Town:

- I. Conduct monthly conference calls with Town staff to provide updates on grant opportunities;
- II. Communicate with Town staff between monthly conference calls to advance grant proposals;
- III. After obtaining written authorization from the Town, organize a visit in Washington, DC for the Town's elected leaders and staff to meet with senior federal and state leaders who can help support the Town's priorities;
- IV. After obtaining written authorization from the Town, organize and bring federal, state, and foundation leaders to the Jackson community to meet with the Town's elected leaders and staff, tour projects, and strengthen relationships to help support the Town's priorities;
- V. Regularly update the Resource Roadmap to include new projects and grant opportunities;
- VI. Perform ongoing grant services, including:
 - i. Assisting with registering for SAM.gov, Grants.gov, and other federal grant portals as necessary;
 - ii. Providing strategic advice to help shape projects to be competitive for funding;
 - iii. Conducting grant review of proposals that Town staff prepare;
 - iv. Full-service grant writing, including complete drafting of narrative responses and attachments for review by the Town;
 - v. Drafting of earmark requests;
 - vi. Organizing broad stakeholder support across the community, region, and state;
 - vii. Submitting grants through Grants.gov or other means; and
 - viii. Assisting Town staff and partners as needed with overcoming grant management challenges with federal and state agencies.

- ix. Provide quarterly updates of consolidated list of grants that are awarded, pending, and in process.
- x. Provide staff with summaries for each grant including total request, match requirements, and basic application content for Town Manager's report so Town Council is regularly updated about grants being submitted.

C. Annual Evaluation

At the end of the Term and each Extension Term of the Agreement, Consultant will provide the Town an annual evaluation on projects conducted, results achieved, efforts still underway, and other important information that provides an evaluation on Consultant's performance for the Town.

3. Visits and Meetings with Leaders

A. Visits to Washington, DC

Upon written authorization from the Town, Consultant will organize visits for the Town's elected leaders and staff to meet with senior federal and state leaders who can help support the Town's priorities. S2 will furnish briefing sheets on key projects and information about specific funding sources that are being, or will be, sought that year. Consultant will set up meetings with the Town's elected congressional and state representatives, with key staff in the White House and Office of the Governor, and with federal and state agency staff running funding programs or policy areas.

B. Official Visits to Jackson

Upon written authorization from the Town, Consultant will organize visits from federal, state, and foundation leaders to visit the Jackson community and meet with community leaders and Town staff, tour projects, celebrate success with groundbreakings/ribbon-cuttings, and further build relationships and understanding of your community and projects.

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Regular
Submitting Department:	External Affairs	Presenter:	Susan Scarlata, External Affairs
Agenda Item:	Scoping Report on Sister City Relationship with Tlaxcala, Mexico	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council voted for staff to draft a Scoping Report about the Town's Sister City relationship with Tlaxcala, Mexico in May of 2025.

Requested Action.

Please consider this item in tandem with Council's calendar and priority list to determine how much time, if any, staff should spend working on the Sister City Relationship.

Recommendations.

Staff recommends the Town dedicate time of members of the soon-to-be created Community Engagement Task Force to work on fortifying the Town's Sister City Relationship with Tlaxcala, Mexico with support and input from staff.

Background.

In March of 2024, Town Council passed Resolution #24-02, Establishing a Sister City Relationship with Tlaxcala, Mexico. The Resolution approved here in Jackson highlights the similar geographies our two areas have in common, both being inland, mountainous areas with national parks nearby and many seasonal visitors. Further, it emphasizes the shared cultural heritage between Tlaxcala and Jackson as many Tlaxcaltecs have moved to, worked in, and settled in Jackson over the last 30 years.

In April of 2024 Town Council officially established this Sister City relationship between the Town of Hueyotlipan and Jackson exchanging official resolutions in-person. Then-Mayor of Hueyotlipan, Municipal President Luís Ángel Roldán Carrillo and Mayor Hailey Morton Levinson participated in a series of events to establish this relationship and celebrate the cultural heritage of Tlaxcala. Events took place at Town Hall, the Center for the Arts, and other places around Town. Since then, there has been turnover of administrations in both Towns, and little has transpired regarding the Sister City relationship.

In May of 2025, Jackson Hole High School students made public comment to Town Council requesting that the Town continue to work on building this Sister City relationship. Student comments focused on how important this relationship is to help students with Mexican heritage see their culture celebrated and help those that do not have Mexican ancestry gain a better understanding and appreciation of the culture of their fellow students. Previously, in 2022, a delegation of students from Jackson Hole High School visited Tlaxcala and were welcomed to tour the city. The Town sent a portrait of the Tetons as an official gift, which Jackson Hole High School students passed gifted to local officials in Tlaxcala.

Analysis & Key Questions.

Tlaxcala is a large state in Mexico, and it is mostly Tlaxcaltecs from the Towns of Hueyotlipan and San Simeon who live in Jackson. Hueyotlipan houses the equivalent of a 'county-seat' for these two Towns, so having a Sister City relationship with Hueyotlipan makes a lot of sense. The goal of Sister City relationships overall is to further opportunities to learn from one another and gain perspective about what is happening in our respective cities or towns on the local level. Previous steps establish and solidify this Sister City relationship were strongly supported by staff with ties to and ancestral heritage from these areas in Mexico. The more this Sister City partnership can be a ground-up and broad community effort, with investment from community members with ties to Tlaxcala, the more successful it will be.

Having community members with ancestral ties to Tlaxcala and lived experience in our Sister City is crucial to embolden this relationship and benefit the Town by creating authentic connections. Members of our Community in Jackson with Tlaxcaltecan heritage are more likely to understand cultural perspective and cues and, with direction from staff, be able to enhance and fortify this partnership. Staff is proposing to have members of the Community Engagement Task Force (CETF) be 'ambassadors' with a focus on continuing to build this Sister City relationship.

A continued Sister City partnership could include a letter of introduction from the current Mayor and Town Council, which is easily accomplished by staff. Beyond that, staff proposes engaging CETF members to plan and execute other initiatives. There could be formal exchanges via video conference calls, which CETF members could organize and include Council, staff with ties to Tlaxcala, and potentially interested high school students. The Center for the Arts spearheaded planning and execution of a celebration of Tlaxcala's cultural heritage in the spring of 2024. Partners at the Center have shared intentions to lead a similar effort in the spring of 2026, so CETF members could participate in planning and help the Town support this effort again. CETF members could also connect with the high school's club focused on Tlaxcala and brainstorm projects and potential cross-cultural connections with students. If budgeted for, the Sister City relationship could also include travel to Tlaxcala, hosting an official delegation from Hueyotlipan here in Jackson, or both. If further steps listed above have occurred, staff could see budgeting for such a trip in the FY27 or FY28.

Key Question #1: Does Council want to direct staff to draft and send a letter of introduction from this Mayor and Council to the current administration in Hueyotlipan, Mexico?

Key Question #2: Does Council want staff to steward and facilitate members of the Community Engagement Task Force, once it is established, to continue building connections and developing the Town's Sister City Relationship with Hueyotlipan in Tlaxcala, Mexico?

Fiscal Impact.

There is minimal fiscal impact on the Town for researching options, but there could be impact based on the outcomes and recommendations for supporting the cultural celebration, travel, and/or hosting a delegation from Tlaxcala here in Jackson.

Staff Impact.

Staff is working on creating structure for the Community Engagement Task Force to present to Town Council. As directed and facilitated by staff, ideally much of the work to continue building the Sister City relationship can be done by members of the Community Engagement Task Force. The more that this can be a ground-up and broad community effort, the more successful we anticipate it will be. The total estimated staff time for this project is 35 hours.

Attachments or Links.

Resolution establishing Sister City Relationship with Hueyotlipan in Tlaxcala Mexico

Suggested Motions.

Motion #1: I move to direct staff to draft and send a letter of introduction from this Mayor and Town Council to the current administration in Hueyotlipan, Mexico?

Motion #2: I move to direct staff to incorporate having members of the Community Engagement Task Force, once established, help build connections to and continue developing the Town's Sister City Relationship with Hueyotlipan in Tlaxcala, Mexico.

RESOLUTION #21-29
ESTABLISHING A SISTER CITY RELATIONSHIP WITH HUEYOTLIPAN, TLAXCALA, MEXICO

WHEREAS, Jackson and the Town of Hueyotlipan in the state of Tlaxcala, Mexico share similar geographies both being inland, mountainous areas with national parks nearby and many seasonal visitors; and

WHEREAS, Jackson and Hueyotlipan are directly linked by shared cultural heritage as many Tlaxcalans have moved to, worked in, and settled in Jackson over the last 30 years; and

WHEREAS, entering into a Sister City relationship with Hueyotlipan, Mexico will formalize and strengthen the relationship between our two cities; and

WHEREAS, initial relationship building between Jackson and Hueyotlipan have already occurred through support for cultural exchanges in the past and projects engaging residents in both places; and

WHEREAS, continued partnership may include more exchange opportunities between both municipalities and the creation of programs and opportunities to learn from one another and gain perspective about what is happening in our respective communities.

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson, acting by and through its Town Council, establishes a Sister City relationship with Hueyotlipan, Tlaxcala, Mexico.

APPROVED THE 4th DAY OF MARCH 2024.

Town of Jackson

By: _____
Mayor Hailey Morton Levinson

ATTEST: _____
Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Town Council
Submitting Department:	Planning Department	Presenter:	Andrew Bowen
Agenda Item:	P25-075 (Swan Creek Parcel Zoning Map Amendment)	Public Comment:	Yes

Purpose & Policy Considerations.

Per LDR Section 8.7.3, the Town Council shall review a proposed Zoning Map Amendment. The purpose of this review process is *"to publicly review a change to the Official Zoning Map to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or address other health, safety, or welfare issues in the community."*

Requested Action.

The Applicant, Y2 Consultants (Megan Nelms), on behalf of Swan Creek LLC, is requesting approval of a Zoning Map Amendment for Parcel ID 22-41-16-32-3-00-025 to rezone the frontage of a portion of the property (approximately 7.5 acres), from Rural Residential-Town (R) to Commercial Residential-3 (CR-3). The proposed rezoning applies to the southeastern portion of the property adjacent to the intersection of S. Highway 89 and South Park Loop Road.

Recommendation.

The Planning Director and Planning Commission recommend **denial** of Zoning Map Amendment P25-075 located at Parcel ID 22-41-16-32-3-00-025, having considered the factors provided in LDR Section 8.7.3.C.

Key Issues/Policy Question.

Staff has identified the following Key Issues/Policy Questions for the Town Council consideration:

1. Does the Town Council consider the potential for higher density uses, such as retail, apartments, ministorage, tour operators, or office, consistent with intended future vision of this parcel per the Comprehensive Plan?
2. Should the property remain zoned Rural Residential (R) to limit potential hazards from steep and unstable slopes to the higher density commercial and residential development allowed by the requested CR-3 zone?

Project Location.

The subject property is located at Parcel ID 22-41-16-32-3-00-025.

Google Street View Snippet



Background/Project Description.

Property Description:

The 28.83-acre parcel, identified as “Parcel B” on the 2013 Record of Survey, is located within the SE1/4SW1/4 of Section 32, Township 41 North, Range 116 West. The property is currently zoned Rural Residential (R). Although it does not yet have a physical address, the parcel is situated at the intersection of South Highway 89 and South Park Loop Road.

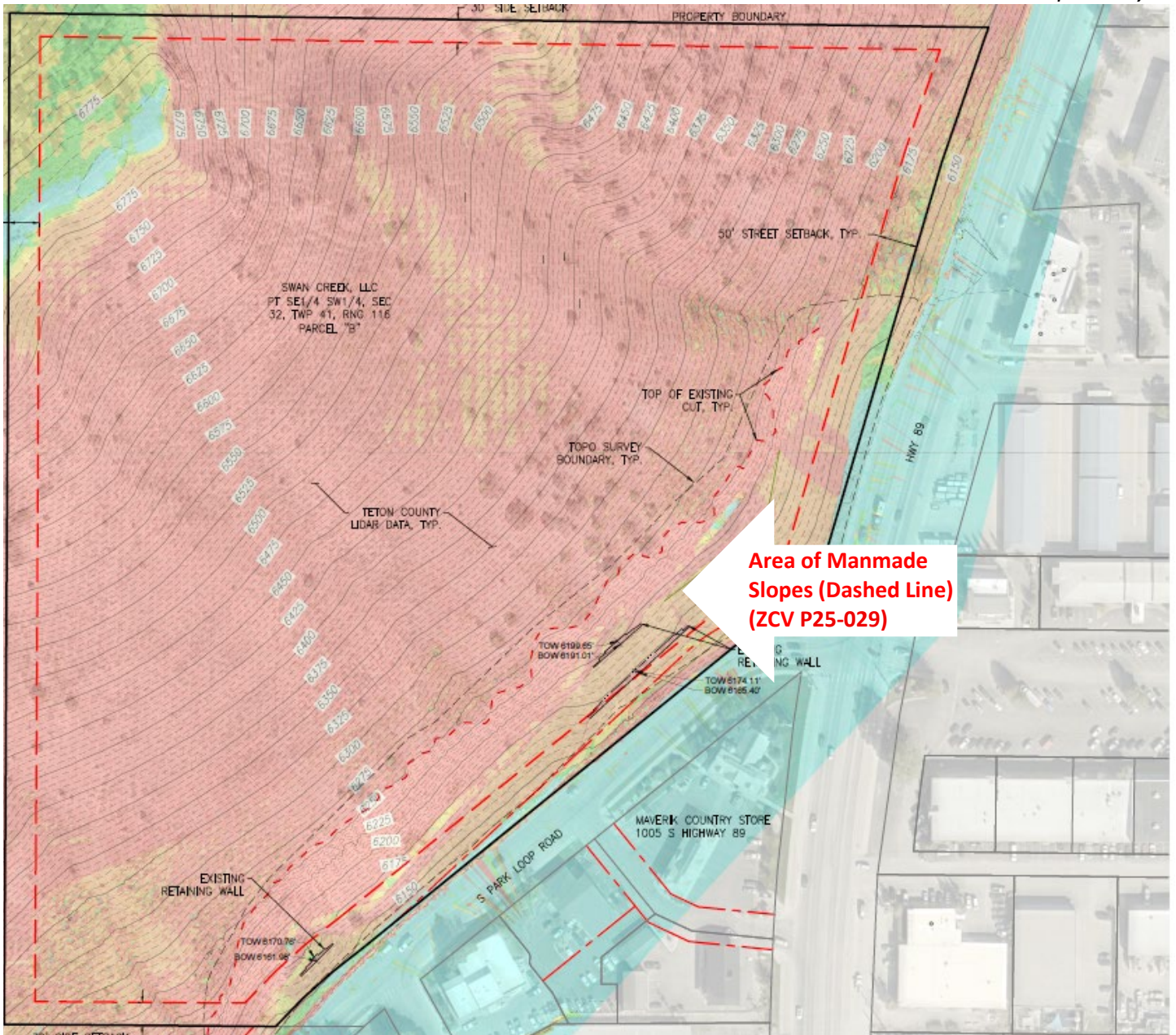
Current Site Development:

The subject property is currently vacant but contains slope stability infrastructure, including manmade slopes, and retaining walls.

Property History:

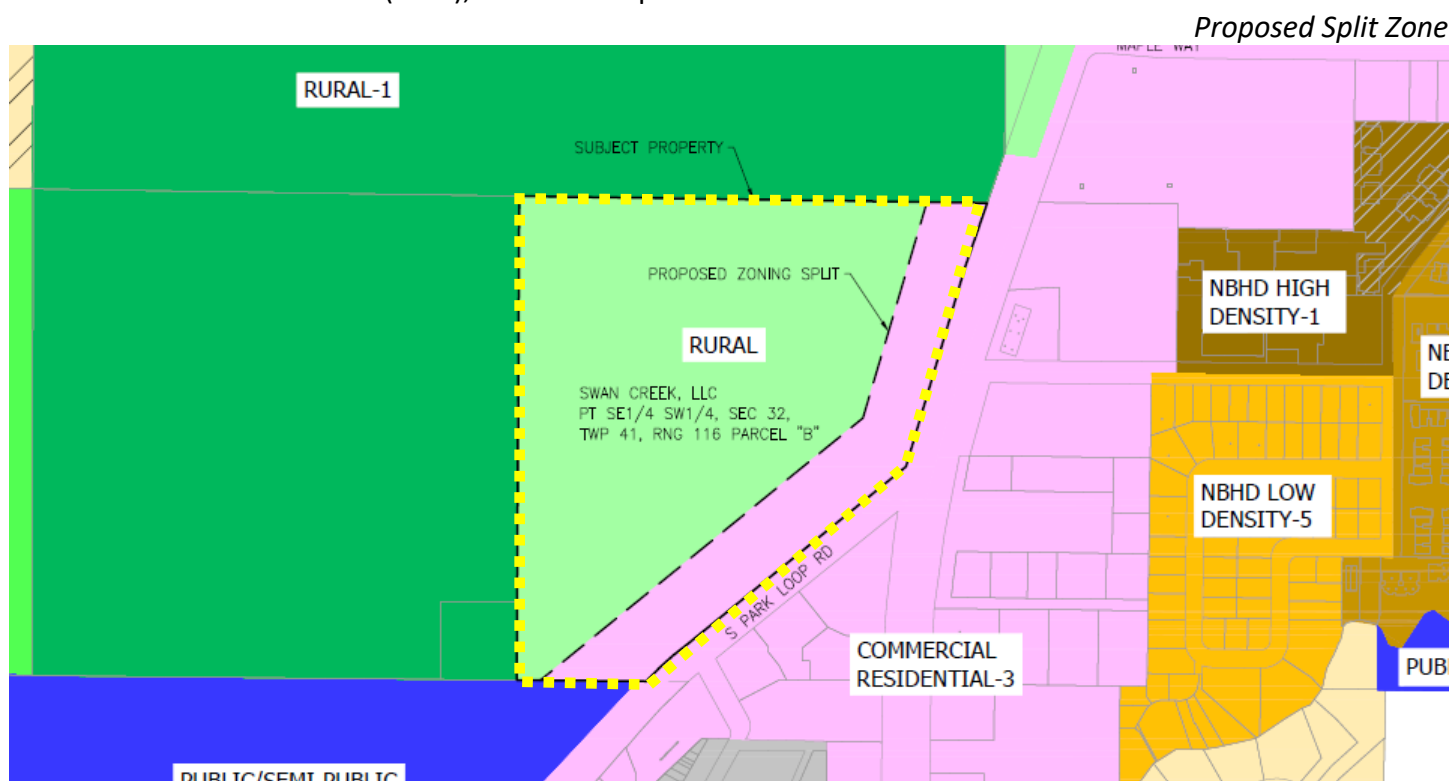
The subject property is historically known as the “Simon Pit” and was mined for highway fill from the 1960s through the early 1980s. Reclamation began in 1997 to address habitat loss, safety concerns, slope instability, and erosion. About 2.5 acres of the 4.2-acre pit were stabilized using backfill, slope grading, retaining walls, drainage features, and revegetation.

Y2 Provided Site Slope Analysis



Project Description:

Swan Creek, LLC is requesting approval of a Zoning Map Amendment to rezone approximately 6.5 acres of the subject property (all land approximately 132' from the eastern property line) from Rural Residential-Town (R) to Commercial Residential-3 (CR-3), as shown in pink below:



Staff Analysis.

Comprehensive Plan Alignment:

In reviewing this request, the following Comprehensive Plan policies should be considered:

Policy 3.4.b: Protect development against avalanches and landslides

An avalanche can easily displace a building or trap occupants inside. Development within 100- year avalanche paths should be limited. Where development does occur within an avalanche path, mitigation measures should be installed. Recent storm events have also shown the destructive power of landslides. Development in potential landslide paths should be avoided or mitigated.

Policy 3.4.c: Prohibit development on steep slopes

Development on steep slopes decreases the stability of the slopes, which can lead to erosion and landslides. In addition, the level of disturbance required to develop on steep slopes has a disproportionate impact on natural resources. Slope development also poses difficulties for emergency access. Development on steep slopes will be avoided to the greatest extent possible. When development is not avoidable, it should employ best management practices for slope stabilization, erosion control and stormwater management. Impacts should be reduced by minimizing disturbance and adapting development to fit the topography, rather than modifying the topography to accommodate development.

Policy 3.4.d: Limit development on poor soils

Development on poor soils threatens the integrity of structures, encourages erosion and landslides and may cause groundwater contamination if septic systems are used in such areas. Development on poor soils will be avoided when possible and should employ best management practices if necessary.

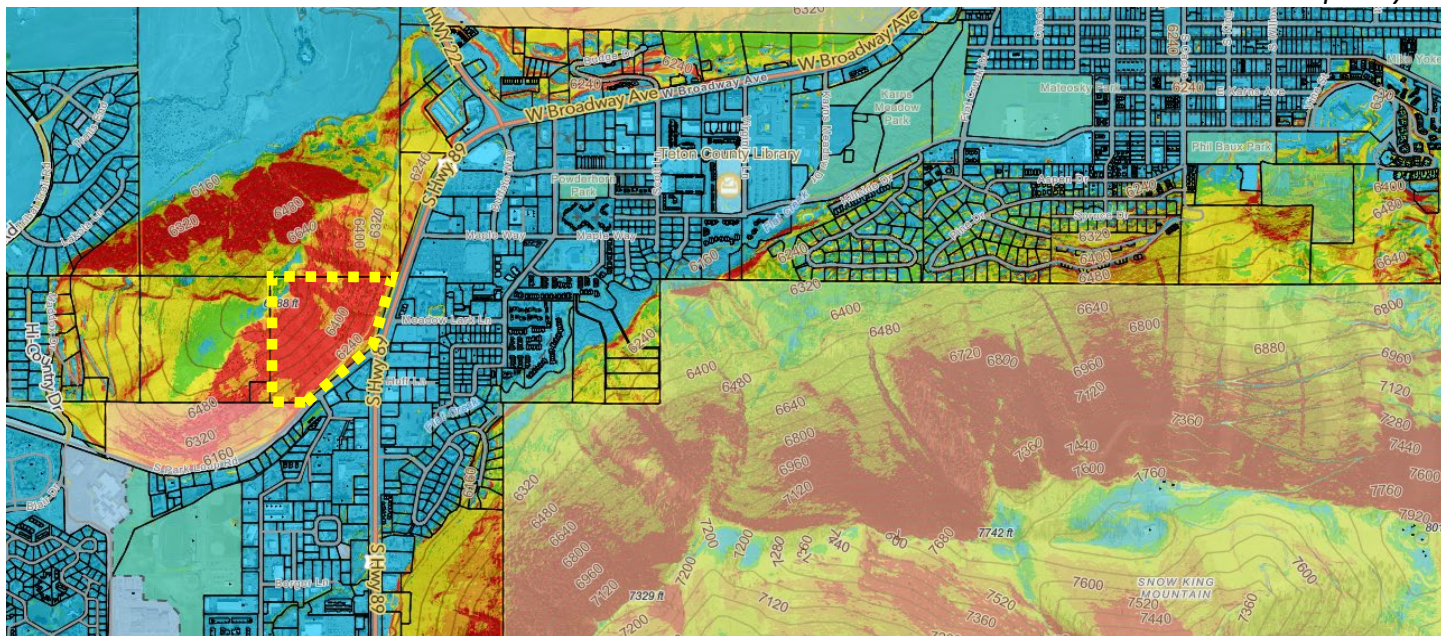
This parcel is classified as having steep slopes and is mapped as an area with high landslide risk. These characteristics should be carefully weighed against the proposed rezoning.

In addition, approving the requested rezone to the CR-3 District would be inconsistent with Policy 3.1.a of the Comprehensive Plan, which directs that there be “no net increase in overall development potential” in the Town and County compared to 1994 zoning allowances. This rezone could permit up to 113,256 square feet of commercial floor area (Please see page 8 for further information). Any increase in development potential should be offset by a corresponding decrease elsewhere; however, no such offset has been proposed by the Applicant.

Steep Slopes:

As noted, the subject parcel has steep slopes and represents one of the steepest parcels within Town limits as shown below (red areas are slopes that are 30 degrees or greater):

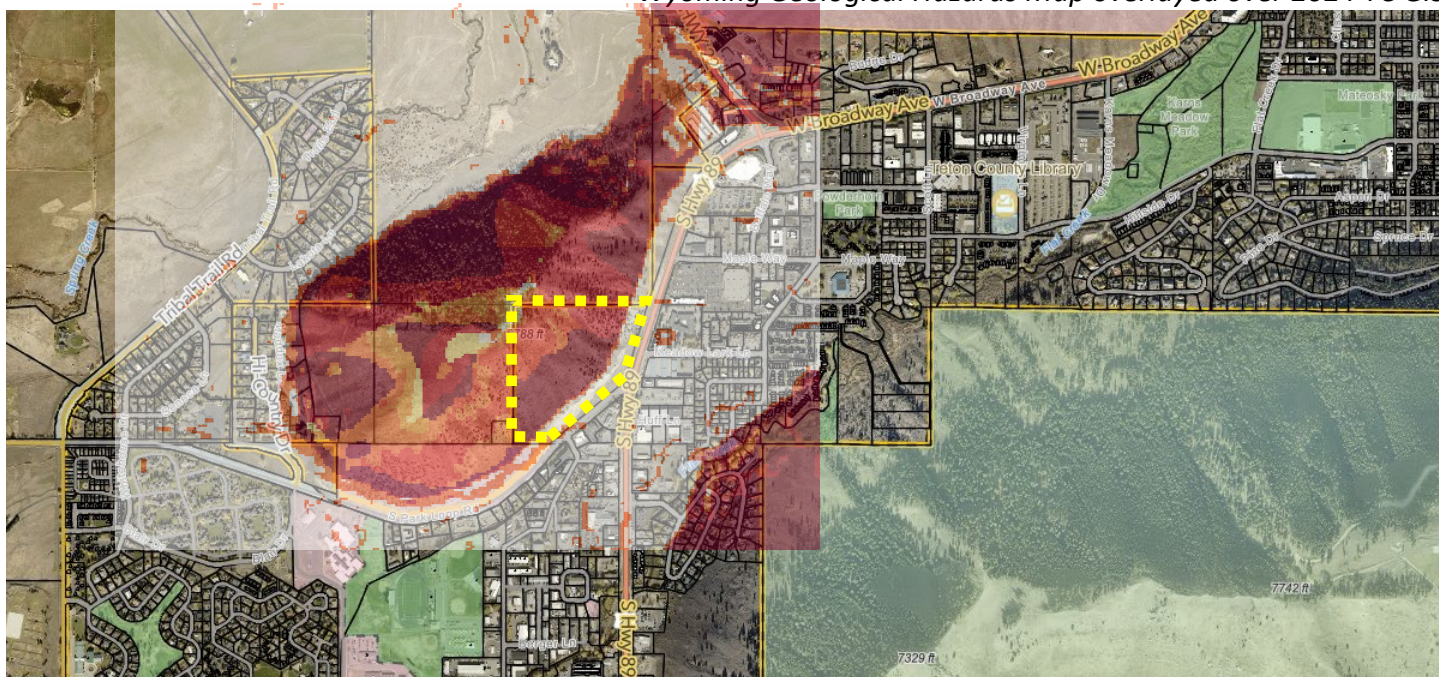
2024 TC GIS Contour and Slope Layers



Analysis of properties near Snow King Mountain, High School Butte, and East Gros Ventre Butte shows the subject parcel is comparatively steeper. Similar steep parcels are typically zoned Rural Residential (R) or other residential designations. Therefore, upzoning this parcel would be inconsistent with comparable properties in town. If this rezoning is granted, the topographic characteristics present physical constraints that may significantly complicate site access and infrastructure placement, making higher-density development especially challenging, costly, and potentially impractical.

Slope Stability:

The Wyoming Geological Survey recently released a high-resolution Landslide Susceptibility map for Teton County, WY. This map categorizes the lower half of the slope as having the highest susceptibility rating of 10, indicating it is the area most prone to landslides. This map and report are attached.



Carlin Girard, Executive Director at the Teton Conservation District noted the that *“the slopes found across this site are very steep, with most of the parcel being in the 30-90 Degree classification on the Teton County Ownership Application. This presents challenges from may standpoints, but the consistency of this slope puts the toe of the slope at serious risk of landslide, snowslide, and rock fall.*

According to USGS bedrock geological maps, the underlying Madison limestone bedrock dips South SW between 45 and 60 degrees (JD Love and HF Albee 1972). Using the Natural Resources Conservation Service Web Soil Survey, the soil types are as follows: CryorthentsCryoborolls complex, 60 to 90 percent slopes (84.5% of Area); Grobutte-Thayne gravelly loams, 30 to 60 percent slopes (11.8% of Area); and present on the top of the slope the Thayne-Adel complex, 30 to 60 percent slope (3.7% of Area). Consistently across the two predominant soil types, which are found on the parcel's slope, are the lowest Building and Site Development suitability scores possible (classified as 'Very Limited' suitability, scoring '1.0' out of a 0-1.0 scale with 1.0 being the score for least suitable), including for construction of Dwellings, Small Commercial Buildings, and Local Roads and Streets." This information and scoring system are documented in the 2025 report and map titled OFR-2025-1: Susceptibility to Deep-Seated Landslides in Central and Southern Teton County, Wyoming (Attached).

In addition to the site's topographic and natural hazard constraints, its location presents significant limitations to potential development. Vehicle access is notably restricted, as the parcel is very steep, located adjacent to a major intersection, bordered on two sides by large-acre properties encumbered by conservation easements and

State of Wyoming lands. It is unclear where safe and functional car access to the site could be located to meet WYDOT and Town requirements.

Wildlife:

Per Tanya Anderson, the Town's Ecosystem Stewardship Administrator, higher intensity commercial development would likely increase wildlife conflicts and disrupt wildlife movement. Required infrastructure such as long, tall, continuous retaining walls necessary for any commercial or higher density residential development allowed in the CR-3 would likely make hillside travel difficult or impossible for ungulates, exacerbating the issue.

The Wyoming Game and Fish Department also stated that *"mule deer crucial winter range overlaps the majority of the Swan Creek Property (Map 1). In addition, we have documented substantial mule deer use of that property, which provides for movement between winter range on the Bridger Teton National Forest east of S HWY 89, through High School Butte, and toward summer range as far as Grand Teton National Park (Maps 2 & 3, Teton Science School mule deer study 2010-2013). If split-zoning of the property occurs, the level of disturbance, development, and retaining walls would impede mule deer movement and reduce mule deer winter range habitat."*

Rural Residential-Town (R) and Commercial Residential-3 (CR-3) Zoning Comparison (Substantial Upzone):

A change of zoning designation of this parcel from R to CR-3 represents a substantial upzone and resulting future density entitlement. An analysis of this upzone is provided below:

Zone Districts Intents.

- R Intent. The purpose of the Rural Residential-Town (R) Zone classification is to preserve the existing character in rural areas of the Town, typified by expansive open areas, natural features and resources, and agricultural lands.
- CR-3 Intent. The intent of the Commercial Residential-3 (CR-3) zone is to provide for a vibrant mixed-use zone consisting primarily of retail, office and residential uses. This zone is located on both sides of Highway 89/191 from High School Road to Flat Creek bridge at the entrance to downtown Jackson.

Comparative Summary of Zoning District Characteristics

Element	R Zone	CR-3 Zone
Primary Character	Rural, open space, agricultural	Urban, mixed-use, commercially active
Development Intent	Low intensity, preserve natural features	Higher intensity, encourage retail/residential activity
Location Context	General rural areas within Town limits	Highway corridor leading into downtown Jackson
Growth Pattern	Conservation-focused	Growth and mixed-use development focused

Allowed Uses.

As noted by LDR Section 8.7.3, *"...review of a zoning map amendment shall not occur concurrently with review of any physical development, use, development option, or subdivision permit application reliant on the proposed zoning map amendment."* Therefore, the full range of permitted uses in the proposed zoning district must be considered when evaluating the appropriateness of a map amendment. This includes comparing the

allowed uses and development potential of the existing R zoning to those permitted under the proposed CR-3 district.

Comparative Summary of Zoning District Use Allowances

Category	R (Rural Residential-Town)	CR-3 (Commercial Residential-3)
Primary Residential Use	Detached single-family dwellings (1 unit per lot)	Allows condominiums, apartments, and group homes
Density	Low-density residential	Medium to high-density residential and mixed-use
Commercial Uses	Very limited; e.g., nursery (conditional)	Broad range including office, retail, restaurants, mini-storage, services
Amusement and Recreation	Limited outdoor recreation (conditional)	Includes movie theatres, gyms, and tour guides/outfitters
Institutional Uses	Assembly (conditional)	Includes churches, schools, daycare, and educational uses
Industrial Uses	Not permitted	Not permitted
Accessory Uses	ARUs, home occupations, short-term rentals	All R uses plus drive-in facilities
Temporary Uses	Seasonal (e.g., Christmas tree sales, farm stands)	Same as R with slightly increased parking requirements

Permitted FAR.

As noted, the area proposed for rezone is approximately 6.5 acres, which could allow up to 113,256 square feet of commercial development.

Conclusion.

Based on the above information, staff find that rezoning from R to CR-3 is not supported by the Comprehensive Plan because it would significantly increase development potential on a site that has significant natural hazards (landslide and steep slopes), vehicular access challenges, and critical wildlife habitat. Thus, allowing CR-3 zoning in this context could introduce land uses and infrastructure demands incompatible with the site's physical constraints. It would also represent a substantial increase in allowable development potential that is contrary to the Comprehensive Plan.

Changing Conditions or a Public Necessity:

The Applicant notes that rezoning the lower portion of the subject parcel to CR-3 would "benefit the town," as this designation would allow for the future development of commercial and residential uses. It is also stated that this rezone would "remedy historic mis-zoning of the property."

Staff disagree with these statements. While it is true that the Town is limited in areas for greenfield development, this does not negate the Town's priority and responsibility to facilitate smart growth and limit growth within areas susceptible to natural hazards.

Planning Commission (PC).

The Planning Commission reviewed this item during its regularly scheduled meeting on July 16, 2025, and unanimously recommended denial to the Town Council. The Commission concurred with staff's analysis that the proposed zoning map amendment is inconsistent with the Comprehensive Plan and determined that the potential for added density poses an unacceptable risk due to steep slopes and unstable soils. Based on these considerations, the Commission recommends denial of the request.

Public Comment.

Notice of this meeting and application was provided to the public on July 30, 2025. As of the writing of this staff report, one public comment has been received and attached.

Zoning Map Amendment Factors for Consideration.

Per LDR Section 8.7.3.C, *"the advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:"*

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

Does not Comply. While portions of the property can be developed on man-made slopes following all applicable standards of LDR Section 5.4.1 as established by ZCV P25-029, these areas are still prone to natural hazards. Division 5.4 states that *"development in hazardous areas threatens the health, safety and welfare of human inhabitants, steep slopes, poor soils, avalanche chutes, floodplains, dense forest and areas along fault lines offer unique opportunities for interaction with the environment, but when natural events do occur in these areas the results can be disastrous."* Therefore, allowing higher-density development through an upzone in a hazardous area is inconsistent with Division 5.4.

2. *Is necessary to address changing conditions or a public necessity; and*

Does not Comply. This Zoning Map Amendment is not necessary to address changing conditions or a public need, as more suitable areas for residential and commercial development or redevelopment exist elsewhere in the Town to meet future growth needs.

3. *Is consistent with the other adopted Town Ordinances.*

Complies. This zoning amendment is not inconsistent with other applicable adopted Town Ordinances.

Fiscal Impact.

Staff does not anticipate any fiscal impact from the project at this time.

Staff Impact.

The amount of staff time to review, meet with the Applicant, research, and write this report including future work to send final letters was roughly 36 hours.

Attachments.

- Applicant Submittal
- Department Reviews
- Landslide Susceptibility map and report for Teton County, WY

Suggested Motion.

I move to **deny** Zoning Map Amendment P25-075 located at Parcel ID 22-41-16-32-3-00-025, having considered the factors provided in LDR Section 8.7.3.C, departmental reviews, and this staff report dated August 18, 2025.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: Swan Creek Property - Zone Map Amendment
Physical Address: NA
Lot, Subdivision: Parcel B, A pt. of SE1/4SW1/4, Sec. 32, T41N, R116W PIDN: 22-41-16-32-3-00-025

PROPERTY OWNER.

Name: Swan Creek, LLC Phone: _____
Mailing Address: _____ ZIP: 83001
E-mail: megan@y2consultants.com

APPLICANT/AGENT.

Name: Megan Nelms, Y2 Consultants Phone: 307-632-5656
Mailing Address: PO Box 2870 ZIP: _____
E-mail: megan@y2consultants.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
☒ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: P25-054 Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: 4/23/25

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

Have you attached the following?

- X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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

_____ Signature of Property Owner or Authorized Applicant/Agent	<u>4/29/25</u> Date
Megan Nelms _____ Name Printed	Agent _____ Title



y2consultants.com
307 733 2999

CONSULTANTS

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

SWAN CREEK, LLC – ZONING MAP AMENDMENT APPLICATION

INTRODUCTION

Swan Creek, LLC is the owner of a 28.83-acre parcel (PIDN: 22-41-16-32-3-00-025), located in a portion of the SE1/4SW1/4, Section 32, T41N, R116W, described as “Parcel B” on the Record of Survey completed in 2013. No physical address is currently assigned, the property is located at the intersection of S Highway 89 and South Park Loop Road.

Swan Creek, LLC seeks approval of a Zoning Map Amendment at this time to change zoning for a portion of the subject property from R (Rural Residential Town) to CR-3 (Commercial Residential-3).

DESCRIPTION OF PROPERTY

The entire property is currently zoned R (Rural Residential Town). It was annexed to the Town in 2014. From the early 1960’s through the early 1980’s, the lower portion of the property, adjacent to S HWY 89, was mined (historically known as the “Simon Pit”) and excavated in construction of Highway 89, South Park Loop Road, and other area roads and development. There are currently no building improvements on the property.

The property is roughly rectangular in shape, though the eastern boundary follows the right-of-way boundaries of S HWY 89 and South Park Loop Rd (SPLR). While the uppermost portion of the property is relatively flat, no public access is available to the property from the north or west. The realistic access point for the property is from S HWY 89 or, most likely, SPLR.

Immediately across S HWY 89 and SPLR, bordering the lower southern and eastern portion of the property, all adjacent properties are zoned CR-3 (Commercial Residential – 3). A portion of the southern boundary is also adjacent to land owned by the Teton County School District #1, zoned P/SP (Public/Semi-Public). The parcel is bordered on the north and west sides by land still in the jurisdiction of Teton County and covered by conservation easements in favor of the Jackson Hole Land Trust. Please see attached **EXHIBIT A – Swan Creek Property Vicinity and Zoning Map**.

In the mid-1990’s, an AML reclamation project was undertaken on the lower portion of the property to reduce hazards to public safety and reduce environmental degradation. The project was limited by the permanent alterations to the lower property’s natural state resulting from its excavation and the development of the area. Problematic conditions resulting from historic use remain prevalent on much of the lower portion of the property.

Zoning the lower portion of the property CR-3 would benefit the town, its residents and property owners. This proposed zoning modification facilitates development that can integrate housing and commercial uses and remedy historic mis-zoning of the property. The applicant proposes split zoning of the property, similar to other

previously excavated parcels along W Broadway Ave. that also back up to steep slopes. Please see **EXHIBIT B – Proposed Zone District Boundaries.**

ZONING MAP AMENDMENT: FINDINGS FOR APPROVAL

The Town of Jackson Land Development Regulations require the Town Council to consider factors including, but not limited to, the extent to which the proposed zoning map amendment:

IS CONSISTENT WITH THE PURPOSES AND ORGANIZATION OF THE LDRs.

The Rural Residential Town (R) zoning designation presently assigned the entire property is a legacy zone, with the intent that it will be phased out over time as character zones are adopted and applied. Use of this property has not been specifically addressed in amendments to the Comprehensive Plan since it was annexed into the Town. It is still identified as located within the County and not included within any of the Town character districts identified in the Comprehensive Plan.

This zoning map amendment brings anticipated and most appropriate use of the lower portion of the property in line with that of adjacent and neighboring development zone districts, of which it is a contiguous part. The adjacent mixed-use development and transportation infrastructure would not exist in its present state without the historic excavation and mining of the lower portion of the subject property. As a result, the natural state of the lower portion of the property cannot be restored. The natural lateral support of the property has been compromised by the adjacent development, particularly SPLR. The intersection of S HWY 89 and SPLR is a commercial node within the Town, with all adjacent property except the subject property, currently zoned CR-3. The proposed rezone will provide for development that can address existing conditions on the lower portion of property with uses that benefit both the applicant and the Town. Approving the rezone to provide high-quality mixed-use offerings, is warranted and consistent with the Town LDRs.

Regarding the intent and purpose of the Rural Residential Town zone district, it should be noted that no part of the subject property is or has been historically used for agricultural and, as previously stated, excavation of the lower portion to facilitate development in the area for public benefit has long since negated preservation of natural character. With its proximity to existing development, infrastructure and services of which it is part, it is ideal for infill development as contemplated for already developed stable or transitional areas, as provided for in the “Illustration of Our Vision” section of the Comprehensive Plan.

IMPROVES IMPLEMENTATION OF THE JACKSON/TETON COUNTY COMPREHENSIVE PLAN

The proposed zone map amendment is consistent with the goals and objectives of the “Illustration of Our Vision” section of the Comprehensive Plan. The lower portion of the property facilitated development of both the Midtown and West Jackson Districts. The property is at the southern gateway entrance to the town, and the future desired characteristics of the West Jackson District include “enhancement of the gateway with a mixed-use corridor and improved connectivity and appearance.” The West Jackson District states:

“West Jackson currently exists as one of the most Complete Neighborhoods within the community, with its most significant characteristic being its wide variety of land uses. This diverse district is highly automobile oriented and contains a variety of non-residential uses, a variety of residential types and sizes.”

“The future goal of the district will be to take advantage of the existing variety of land uses and Complete Neighborhood amenities and develop them into a more attractive and well-connected district.”

Subarea 5.1 West Jackson Highway Corridor is most applicable to the property. This is identified as a transitional subarea, meaning it is an area where most of the community would agree that development/redevelopment or a change in character would be beneficial. Goals for transitional subareas include improving access to jobs, housing and services. Future characteristics of subarea 5.1 include increased development intensity directed toward the corridor, with two- and three-story mixed-use buildings,” which would be well suited to blend with the hillside of the subject property.

A portion of the property also borders the Subarea 4.1 Midtown Highway Corridor, also a transitional subarea. The vision of this subarea is to create a “concentrated and connected land use pattern through a variety of non-residential and residential uses, intended for development and revitalization to provide enhanced services to the community. The district will have mixed-use buildings two to three stories in height and four-story structures may also be considered when adjacent to natural landforms.” Discussion of the Midtown District in the Comprehensive Plan states:

“Whether it is enhancing the gateway to Town at the Y intersection, redeveloping under-utilized properties with mixed use structures, improving alternative transportation infrastructure and connectivity, or enhancements to Flat Creek - change in this district is desirable.”

This rezone will allow the lower portion of the property to blend with the adjoining CR-3 zoned area and fits within the Comprehensive Plan’s “Illustration of our Vision” by helping to develop and enhance the southern gateway to the community. There are other properties in the vicinity, with similar topography which have previously disturbed and excavated areas fronting W Broadway Avenue. These nearby properties are also split zoned, with CR-3 along the frontage and a lower-density zone behind. Re-zoning the lower portion of this parcel would bring the property in line with the general framework of previously disturbed and excavated parcels along W Broadway and prudence recommends responsible development of these infill areas.

The proposal also improves implementation of and meets Common Value 2 (CV-2) Growth Management, in the Comprehensive Plan. The Plan states:

“Growth Management will ensure that the heart of the community – the Town of Jackson – will continue to be the community’s housing, employment, social and civic center. By directing the majority of growth into areas of existing infrastructure and services, which compromise only about 7% of private land, we can preserve opens

spaces of ecological and scenic value while also allowing for enhanced housing, economic development, social and civic opportunities.”

Approving the rezone of the lower portion of the property will provide for development in the heart of the Town, already adjacent to the required infrastructure. It will allow for the desired enhanced housing, economic and civic opportunities, directly in line with the stated value from the Comprehensive Plan.

The proposal also meets several principles and policies, as provided for under CV-2. These include:

Principle 3.1 – Direct growth out of habitat, scenery and open space.

Principle 3.1 connects with the overarching goal of ecosystem preservation. Per the principle, the preference of the community is for future growth to occur in Complete Neighborhoods where infrastructure and services already exist. This ZMA proposal does just that.

Policy 3.1.b – Direct development toward suitable Complete Neighborhood subareas

Again, this policy states that the community prefers that development occur in Stable and Transitional Subareas where most of the infrastructure and services that define Complete Neighborhoods already exist. It goes on to state that, “Whether through transfer or other tools, development of Complete Neighborhoods is preferable to development of Rural Areas.”

Policy 3.1.d – Cluster non-residential development in existing locations

This policy states that nonresidential development not associated with agriculture should be clustered in Complete Neighborhoods where nonresidential or mixed-use character already exists. It advocates centrally locating commercial development to preserve wildlife habitat and scenic viewsheds. The rezone application meets the intent of this Plan policy.

IS NECESSARY TO ADDRESS CHANGING CONDITIONS OR A PUBLIC NECESSITY

It does not appear that the historic use and the conditions on the lower property were considered when current zoning was assigned. As noted above, this rezone brings the lower portion of the property in line with that of adjacent properties, recognizing its historic use as part of, and facilitating, the area’s development. The change provides a path to address problematic conditions on the property resulting from this historic use that will benefit both the applicant and the community. Housing and community commercial services are priorities and challenges for the Town. The Comprehensive Plan identifies the area as transitional in nature and one which community residents agree should be developed or redeveloped. Potential development of the lower portion of the property, as contemplated in the CR-3 zone, addresses needed housing and commercial services in the community.

IS CONSISTENT WITH OTHER ADOPTED TOWN ORDINANCES

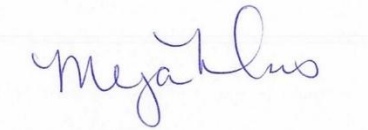
The applicant is not aware of any Town Ordinances that would be inconsistent with this map amendment.

NEIGHBORHOOD MEETING

A neighborhood meeting was held April 23, 2025. The meeting was properly noticed and posted on the property. One resident attended. A copy of the meeting attendance sheet and meeting materials are attached to this application as **EXHIBIT C** – Neighborhood Meeting Materials.

Thank you for this opportunity, please contact me at your convenience if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Megan Nelms'.

Megan Nelms, AICP
Senior Planner
megan@y2consultants.com

A handwritten signature in black ink that reads 'Michael Allen'.

Michael Allen
Swan Creek, LLC



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: October 25, 2024

LETTER OF AUTHORIZATION
NAMING APPLICANT AS OWNER'S AGENT

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

Being duly sworn, deposes and says that Swan Creek, LLC is the owner in fee of the premises located at: _____
Name of legal property owner as listed on deed

Address of Premises: Intersection of S HWY 89 and S Park Loop Rd

Legal Description: 'Parcel B', A portion of the SE1/4SW1/4, Section 32, T41N, R116W

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Megan Nelms, Y2 Consultants

Mailing address of Applicant/agent: PO Box 2870 Jackson, WY 83001

Email address of Applicant/agent: megan@y2consultants.com

Phone Number of Applicant/agent: 307-632-5656

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

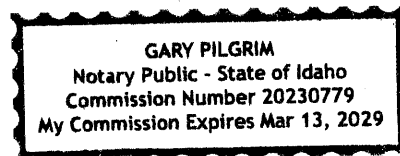
- ☐ Development/Subdivision Plat Permit Application ☐ Building Permit Application
☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application
☐ Demolition Permit ☐ Home Occupation ☒ Other (describe) Zone Map Amendment Application

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

Michael Allen
Property Owner Signature

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

STATE OF Idaho)
) SS.
COUNTY OF Bonneville)

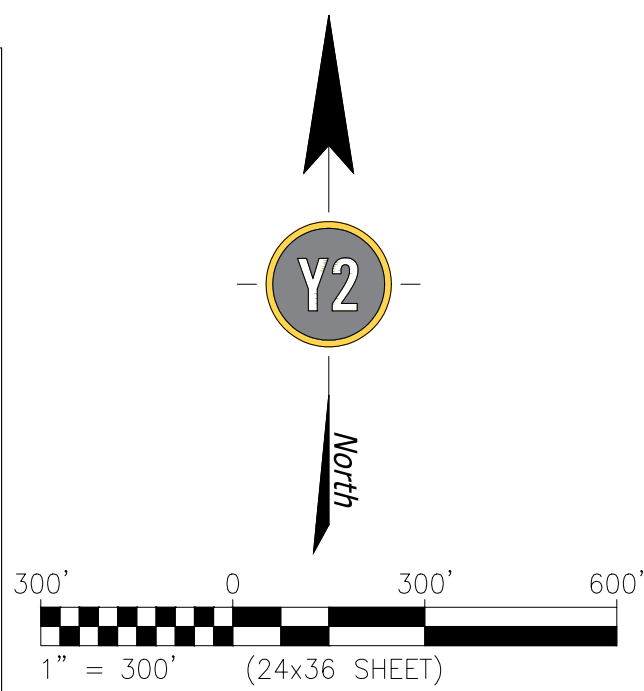
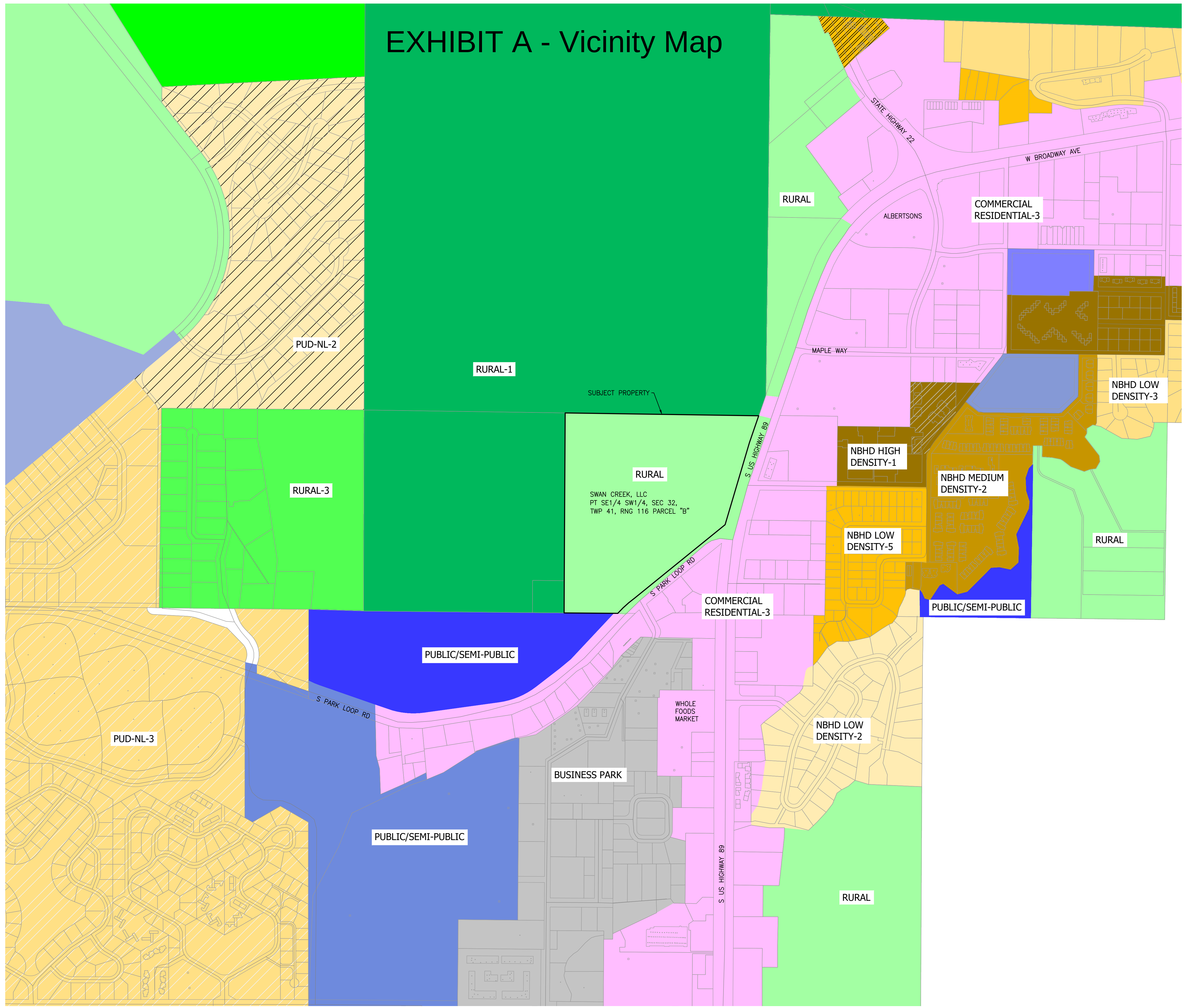


The foregoing instrument was acknowledged before me by Michael Allen this 28th day of October 2024. WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 3-13-2029

UNITS SHOWN: FEET/INCHES. SEE ALSO: PLAN BY: KANDIANI PLLOT BY: KANDIANI REVISION: 04/09/25. APPROVED FOR: KANDIANI PLLOT BY: KANDIANI



Job No.	24078
Drafter:	AN
Reviewer:	SAH

Y2 CONSULTANTS

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

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307 733 2593

ALLEN PARCEL DUE DILIGENCE
SWAN CREEK, LLC
PT SE1/4 SW1/4, SEC 32, TWP 41, RNG 116 PARCEL "B"
TETON COUNTY, WY

Set Title:	
PROJECT EXHIBITS	
Plot Date:	04.09.25
Desc.	Date
RE-ZONING EXHIBIT	04.09.25

EXISTING ZONING
C1.2

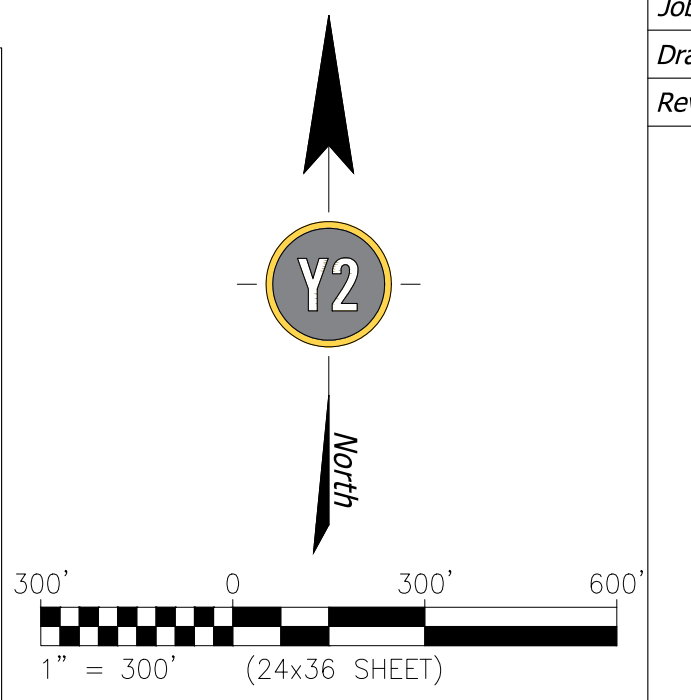
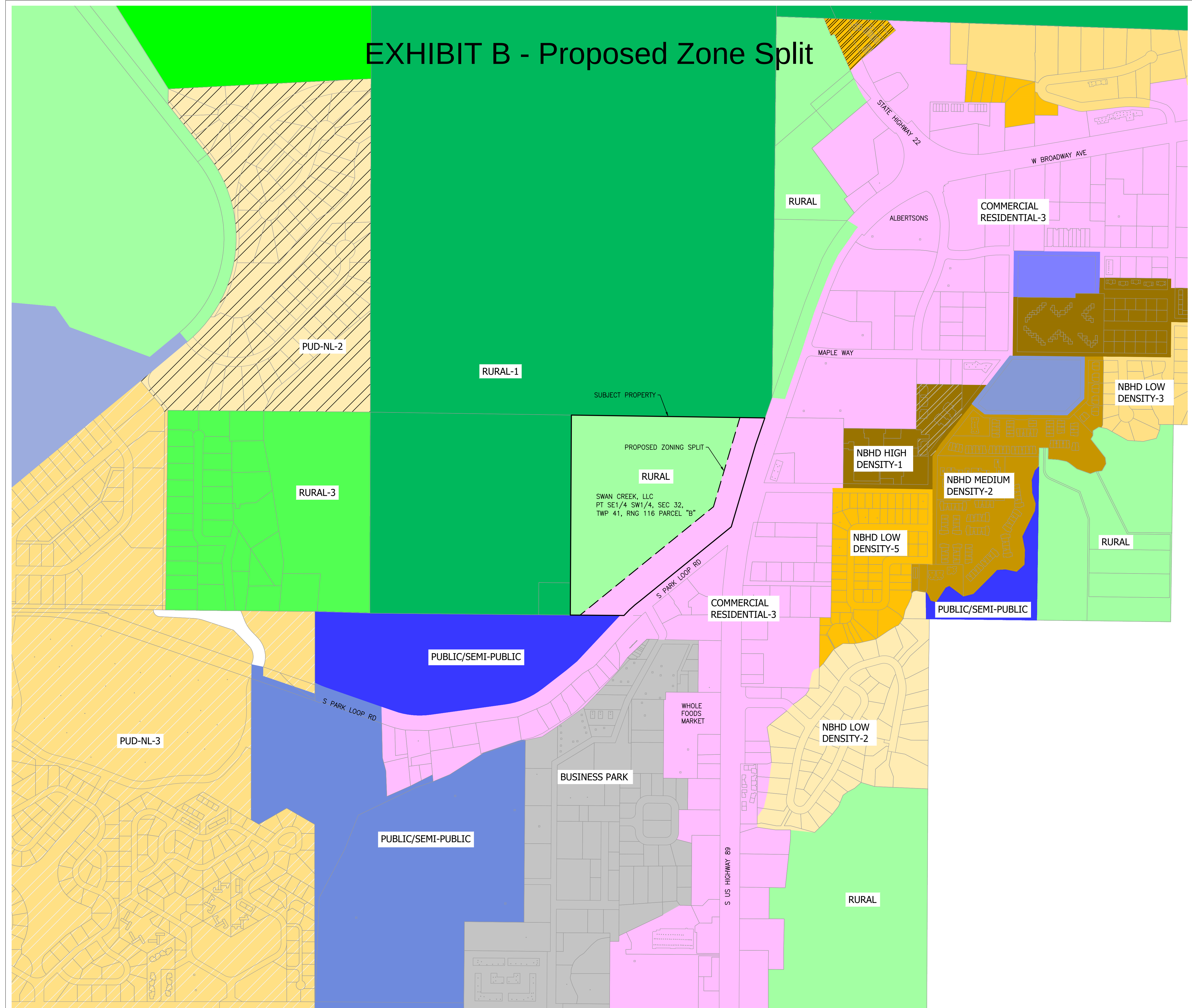


EXHIBIT C - Neighborhood Meeting Materials



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Swan Creek, LLC
Proposed Zone Map Amendment
Neighborhood Information Meeting
April 23, 2025
5:30-6:30 PM

AGENDA ITEMS

The meeting will be open house/drop-in style. Attendees may stop at any time between 5:30-6:30 PM to ask questions or share your thoughts. The applicant is available to answer questions and take comments. The goal of the meeting is to discuss the proposal and understand any neighborhood perspectives on the proposed rezoning request.

Meet the Applicant

Review the Proposal

Ask Questions/Make Comment

MEETING GROUND RULES

To ensure a constructive meeting, all participants agree to abide by the following:

1. Silence your phone or other electronic device.
2. One speaker at a time. Allow others to finish.
3. Signal the facilitator if you have a question and wait to be acknowledged before speaking.
4. Respect diverse and differing opinions.



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SIGN IN SHEET

[illegible]



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NATURAL RESOURCE SERVICES

FEEDBACK FORM

Please provide any comments below. All comment sheets will be summarized and provided as part of the zone map amendment application:

THIS REZONING SHOULD NOT BE PURSUED. ~~THE~~ THE OVER BUILDING OF THE TOWN & COUNTY HAS CALIFORNIA'ATED OUR AREA.. ENOUGH IS ENOUGH. THE INFRASTRUCTURE IS OVERWHELMED NOW. ADDING COMMERCIAL, OR RESIDENTIAL USES WILL CHOKES TRAFFIC. 3 LARGE HOUSING DEVELOPMENTS ARE YET TO BE COMPLETED ON SOUTH PARK LOOP DISCOUNTING THE 1400 UNITS IN NORTH SOUTH PARK.

Name ROBERT FLATH

Email _____

Phone 801 897 0574

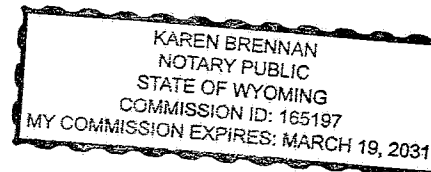
Jackson Hole News & Guide
PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS & GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 1 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on June 25, 2025

Kevin Olson
Subscribed in my presence and sworn to before me this
26 Day of June, 2025



Karen Brennan
NOTARY PUBLIC

Fee for publication \$ 30.00 Charge to the following:

Account No: 33709 Name: Town of Jackson Planning

Address: PO Box 1687 Jackson, WY 83001

The Town of Jackson Planning Commission will hold a public hearing to consider a Zoning Map Amendment for the property located at PT SE1/4 SW1/4, SEC 32, TWP 41, RNG 116 PARCEL "B", known as the Swan Creek Property. Go to <https://www.jacksonwy.gov/491/Agendas-Minutes> and click meeting agenda for directions to view & participate in the meeting. The hearing is scheduled for Wednesday, July 16, 2025, at 5:30 p.m. The application is at <https://www.jacksonwy.gov/467/Current-and-Archived-Applications>. For further information, contact the Planning Dept. at 307-734-3496 [Item P25-075 Bowen]
Publish: 06/25/25



**Teton
Conservation
District
Est. 1946**

Mary Tippets, Planning Coordinator
Town of Jackson Planning and Building Department

June 2, 2025

RE: Swan Creek Property, High School Butte (P25-075 Transmemo: Zoning Map Amendment)

Dear Mary,

Thank you for considering Teton Conservation District's (TCD) review of the proposed Zoning Map Amendment on the Swan Creek Property requested via Trans Memo P25-075. TCD's comments below provide a review of the geology and topography of the hillside, which appear to be primary factors in the suitable uses of this site. TCD did not complete a site visit, but we are familiar with the site.

TCD has some strong concerns about development at this site, given the geologic conditions and the unbroken, steep slopes that run top to bottom on this property. Without a detailed description of the proposed activities and how the challenges at this site would be overcome, it is difficult to picture how development under existing zoning is possible, let alone how expanding development potential is viable. Substantiating these concerns are the community's existing experience with landslides in very similar terrain, as well as, published geologic information pertaining to this site.

Comparing this site to the budge slide area is important. There are similar soil characteristics at both sites, but perhaps the Swan Creek Property has a greater degree of landslide risk based upon the site's steeper slopes, and lack of a break in the slope, leading to greater consequences of a slope failure.

The slopes found across this site are very steep, with most of the parcel being in the 30-90 Degree classification on the Teton County Ownership Application. This presents challenges from many standpoints, but the consistency of this slope puts the toe of the slope at serious risk of landslide, snowslide, and rock fall.

According to USGS bedrock geological maps, the underlying Madison limestone bedrock dips South SW between 45 and 60 degrees (JD Love and HF Albee 1972). Using the Natural Resources Conservation Service Web Soil Survey, the soil types are as follows: Cryorthents-Cryoborolls complex, 60 to 90 percent slopes (84.5% of Area); Grobutte-Thayne gravelly loams, 30 to 60 percent slopes (11.8% of Area); and present on the top of the slope the Thayne-Adel complex, 30 to 60 percent slope (3.7% of Area). Consistently across the two predominant soil types, which are found on the parcel's slope, are the lowest Building and Site Development

Conserving our natural resources – air, land, water, vegetation, and wildlife

420 W. Pearl Ave.	307/733-2110 P
P.O. Box 1070	307/733-8179 F
Jackson, Wyoming 83001	carlin@tetonconservation.org



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Est. 1946**

suitability scores possible (classified as 'Very Limited' suitability, scoring '1.0' out of a 0-1.0 scale with 1.0 being the score for least suitable), including for construction of Dwellings, Small Commercial Buildings, and Local Roads and Streets. This supports the assertion that this site will present serious challenges to any development.

The Wyoming Geological Survey has recently published a [Landslide Susceptibility map](#), which provides a high-resolution map of Teton County, WY. This map has categorized the lower half of the slope as the 'Highest' ranking score of '10' which is labeled as 'most susceptible' to landslide.

Based on the information above, TCD recommends careful consideration of any development at this site. Expansion of development at this site may coincide with increasing risk of natural hazards inherent to this parcel.

Please reach out if you have any questions about these comments.

Sincerely,

Carlin Girard
Executive Director, Teton Conservation District

Conserving our natural resources – air, land, water, vegetation, and wildlife

420 W. Pearl Ave.	307/733-2110 P
P.O. Box 1070	307/733-8179 F
Jackson, Wyoming 83001	carlin@tetonconservation.org



Wyoming Game and Fish Department

Conserving Wildlife, Serving People

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Commissioners

Ashlee Lundvall, President
Mark Jolovich, Vice President
Rusty Bell
Bill Mai
Carlisle "Fonzy" Haskell
John Masterson
Kenneth D. Roberts

April 11, 2025

Mary Tippetts
Planning Coordinator
Town of Jackson

Dear Ms. Tippetts:

The staff of the Wyoming Game and Fish Department (Department) have reviewed the P25-054 Transmittal Memo regarding a pre-application conference request for zone map amendment for the property located at PT SE1/4 SW1/4, SEC 32, TWP 41, RNG 116 PARCEL "B", known as the Swan Creek Property. The proposal is to re-zone the property from the R (Residential-Town) district in order to increase the number of permitted uses allowed on the property.

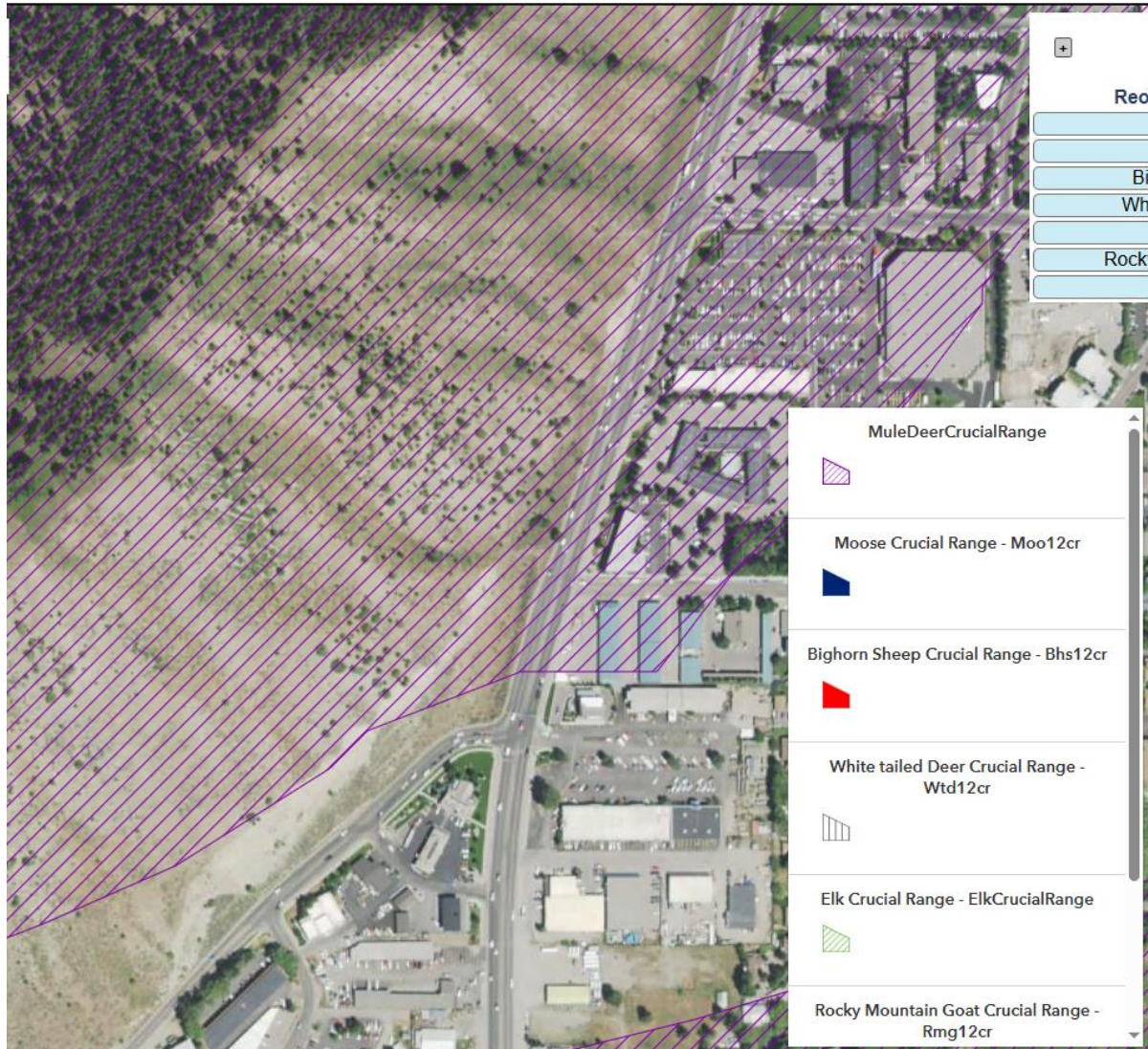
The Department offers the following comments for your consideration. Mule deer crucial winter range overlaps the majority of the Swan Creek Property (Map 1). In addition, we have documented substantial mule deer use of that property, which provides for movement between winter range on the Bridger Teton National Forest east of S HWY 89, through High School Butte, and toward summer range as far as Grand Teton National Park (Maps 2 & 3, Teton Science School mule deer study 2010-2013). If split-zoning of the property occurs, the level of disturbance, development, and retaining walls would impede mule deer movement and reduce mule deer winter range habitat.

We appreciate the opportunity to review and provide technical comments. If you have any questions, please contact me at 307-733-2321.

Sincerely,

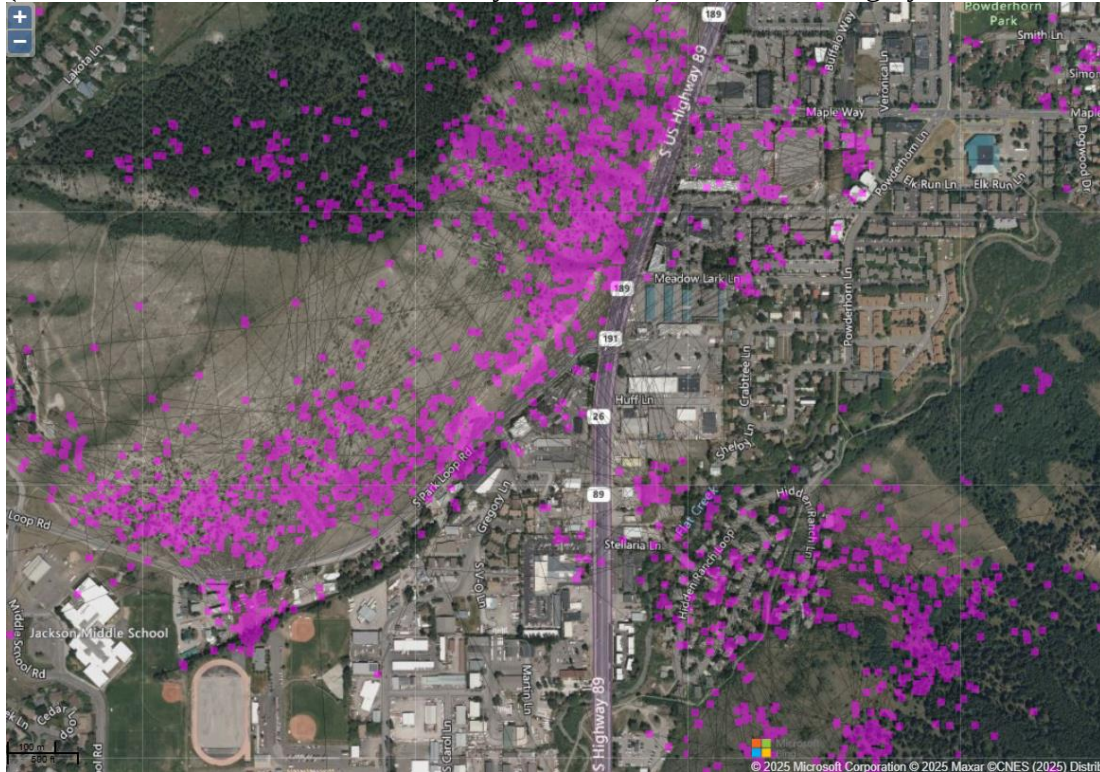
Cheyenne Stewart
Jackson Region Wildlife Management Coordinator

Map 1. Mule deer crucial winter range at the S HWY 89 and South Park Loop Road intersection.

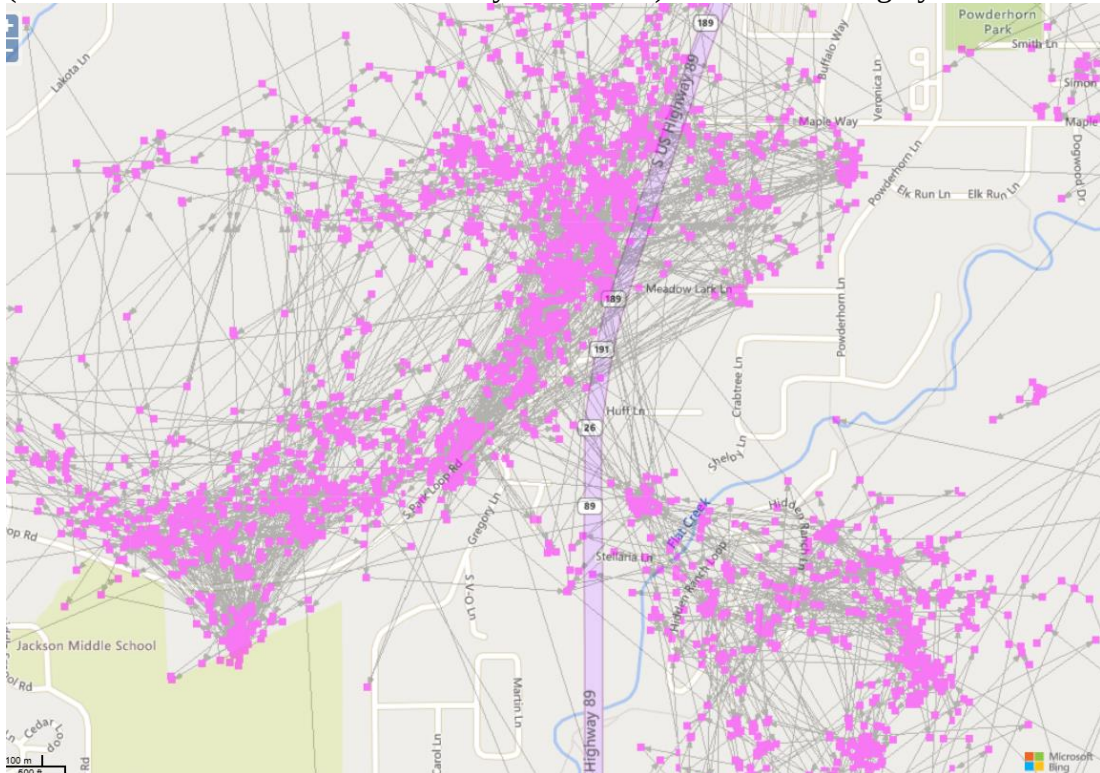


P25-054 WGFD Comments |

Map 2. Mule deer GPS locations at the S HWY 89 and South Park Loop Road intersection (Teton Science School mule deer study 2010-2013) with aerial imagery.



Map 3. Mule deer GPS locations at the S HWY 89 and South Park Loop Road intersection (Teton Science School mule deer study 2010-2013) with streets imagery.





Memorandum

To: Andrew Bowen
Town of Jackson Planning and Building

From: Tanya Anderson
Town of Jackson Ecosystem Stewardship Administrator

Re: P25-075, a request for a Zoning Map Amendment from Rural Residential Town to Commercial Residential-3 for the parcel known as the Swan Creek Property

Date: May 28, 2025

Planning and Building Department,

Thank you for providing the opportunity to comment on item P25-075, a request for a Zoning Map Amendment from Rural Residential Town to Commercial Residential-3 for the parcel known as the Swan Creek Property. Upon reviewing the request, zoning maps, and historical documents related to the Simon Pit, my professional recommendation is that the zoning map amendment should not be granted.

Nearly the entire parcel consists of land with a slope that is greater than 35%. According to the Town of Jackson Land Development Regulations (LDR) Section 5.4.1.A. "No physical development shall be permitted on natural slopes in excess of 25 percent". Exceptions are made for manmade slopes, small slopes, and essential access. It could be argued that portions of the hillside are manmade since the area closest to the road was filled to remediate the excavation done by the Simon Pit. However, the parcel was naturally a very steep slope prior to excavation. The intention of the LDRs is to prevent development in areas with naturally steep slopes, even if, perhaps especially if, the integrity of those slopes has previously been compromised. The exemption for a manmade slope should only apply to areas of elevated fill, not areas with naturally steep slopes that have been excavated and refilled. As the original slope in the area was almost certainly steeper than 25 percent, an exclusion should not be made. Our community has already experienced the negative consequences of cutting into a steep slope at the Walgreens site and continues to absorb the costs of remediation. Let's not make a similar mistake again.

The Swan Creek Property is also frequently used by wildlife. The 2022-23 Teton County WY Wildlife-Vehicle Collision Database Summary Report identified the eastern edge of the parcel as a high-density moose-vehicle collision hotspot and a medium density mule deer-vehicle collision hotspot. Developing the parcel is not a solution to reduce wildlife-vehicle collisions; it could block wildlife movement altogether. Furthermore, infrastructure such as retaining walls, which would be necessary for development of the parcel, will make travel down the hillside dangerous or impossible for ungulates, particularly when the walls are high, extend for long distances, and do not include breaks. Any development on the parcel would likely require extensive infrastructure which would have a negative impact on wildlife movement.



Due to the steep slopes on the entirety of the parcel, the negative impact that retaining walls will have on wildlife movement, and the identification of the site as a wildlife-vehicle collision hotspot, I recommend rejecting the request for a zoning map amendment for the Swan Creek Property.

Thank you for the opportunity to review this Zoning Map Amendment. Please Contact me with any questions.

WDOT Comments

WYDOT has no objections to the rezone request however, prior to considering development in the proposed area slope stability and physical limitations must be addressed to ensure the health and safety of the public transportation system. It is advised that the TOJ consider a condition of approval that a comprehensive engineering/geology/hydrology study of the area must be performed detailing anticipated development, building sites, drainage, internal roads, and identify proposed retaining walls and other slope mitigation measures.

Existing slope mitigation measures and lower portions of the slopes should not be compromised any further.

In addition, a traffic impact study may be required.

From: [Todd Oliver](#)
To: [Town of Jackson Planning Department](#)
Subject: Item P25-075 Zoning Amendment
Date: Wednesday, July 9, 2025 10:42:58 AM



Dear Planning Department,

As adjoining property owners, we have received notice of the proposed zoning amendment for Item P25-075 and I am writing to provide comment for your consideration.

Our property abuts the subject property's entire western and northern border. We know the terrain very well. Frankly, the zoning change and presumed commercial development within the modified zone will have little to no impact on our property. As long-term owners of the majority of the rest of the hill, we are very familiar with the soils, erosion, and instability issues – not to mention the common presence of wildlife. Our primary concerns lie in the instability of the hill, especially the toe. Historically, the area was used as an informal gravel pit for an original rancher. As evident by the stabilization work completed at a later date along South Park Loop, the hillside is prone to erosion and is impacted by unstable soils. Any construction in the area will certainly involve excavation into the toe of the hill, much like the doomed Walgreens location. For those reasons alone, I hope that logic and common sense prevails and determines that this is not an appropriate location for development of any kind.

Meanwhile, there are the obvious traffic impacts. The subject property and zoning amendment extends to the intersection of South Park Loop and Gregory Lane – already a notoriously problematic intersection. Traffic in the subject property would certainly have serious impacts on the Gregory Lane intersection and the awkward angled intersection with 89.

Finally, I find it humous that the consultant's report notes that the proposed rezone "brings the lower portion of the property in line with that of adjacent properties." I counter that the majority of the subject property's adjacent zoning is Rural and it seems more consistent to keep the property in that classification.

Thank you for your consideration.

Todd Oliver
Vice President
Four Lazy F Ranch



Susceptibility to Deep-Seated Landslides in Central and Southern Teton County, Wyoming

by
James P. Mauch and James E. Stafford
2025

INTRODUCTION

This map displays relative susceptibility to deep-seated landslides in central and southern Teton County, Wyoming. Landslide susceptibility maps show where landslides are more or less likely to occur based on a combination of landscape conditions, such as geology and topography. This map was produced through a spatial analysis of rock strength and slope angle data, following the principle that weak rocks and steep slopes are more likely to produce landslides than strong rocks and gentle slopes. Susceptibility is categorized into eight classes, with higher numbers (darker reds on the map display) representing higher susceptibility. Results are intended to provide officials and the public with a general understanding of where deep-seated landslides are more likely to occur, with the goal of informing land-use planning, infrastructure siting, and risk reduction efforts. More detailed information can be found in the report and digital data that accompany this map plate.

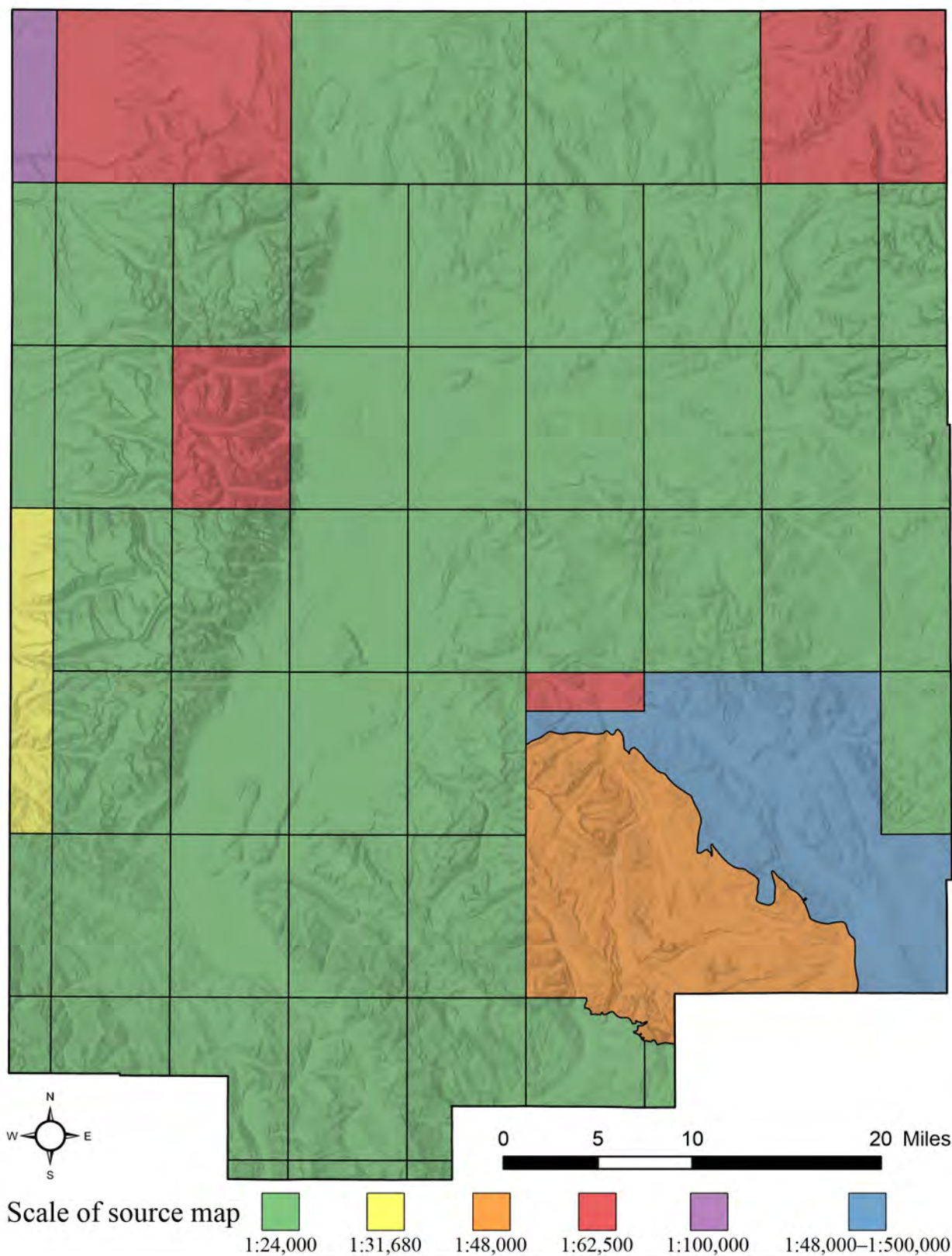
METHODS

Deep-seated landslide susceptibility is modeled as a 10-meter raster grid, which was generated through a spatial intersection of rock strength and slope angle data in a geographic information system. Rock strength was classified from 57 published and unpublished geologic maps (listed in Appendix 1 of the accompanying report) that cover the study area. The majority (47) of these maps were produced at 1:24,000 scale, with a subset produced at scales between 1:31,680 and 1:100,000. In parts of the Gros Ventre River valley, mapping at scales as small as 1:500,000 was used due to a lack of more detailed geologic maps. Map unit polygons from the geologic maps were edge-matched, and identical units with different symbols from their respective source maps were merged. This yielded a seamless geologic map with 140 unique map units, each of which was assigned as many as two basic rock types according to the descriptions of map units in the source map(s). These rock types were the basis for classifying each map unit into one of three relative rock strength classes. Class 1 contains the strongest rocks, including carbonate, well-indurated volcanic, and crystalline rocks. Class 2 contains intermediate-strength rocks, including moderate-to-weakly cemented conglomerate and sandstone, moderately indurated volcanic rocks, and carbonate rocks that are interbedded with shale and claystone. Class 3 contains the weakest rocks, including siltstone, shale, claystone, unconsolidated surficial deposits, and preexisting landslides. Map unit polygons were then converted to a 10-meter-resolution raster dataset, with raster values corresponding to the rock strength field.

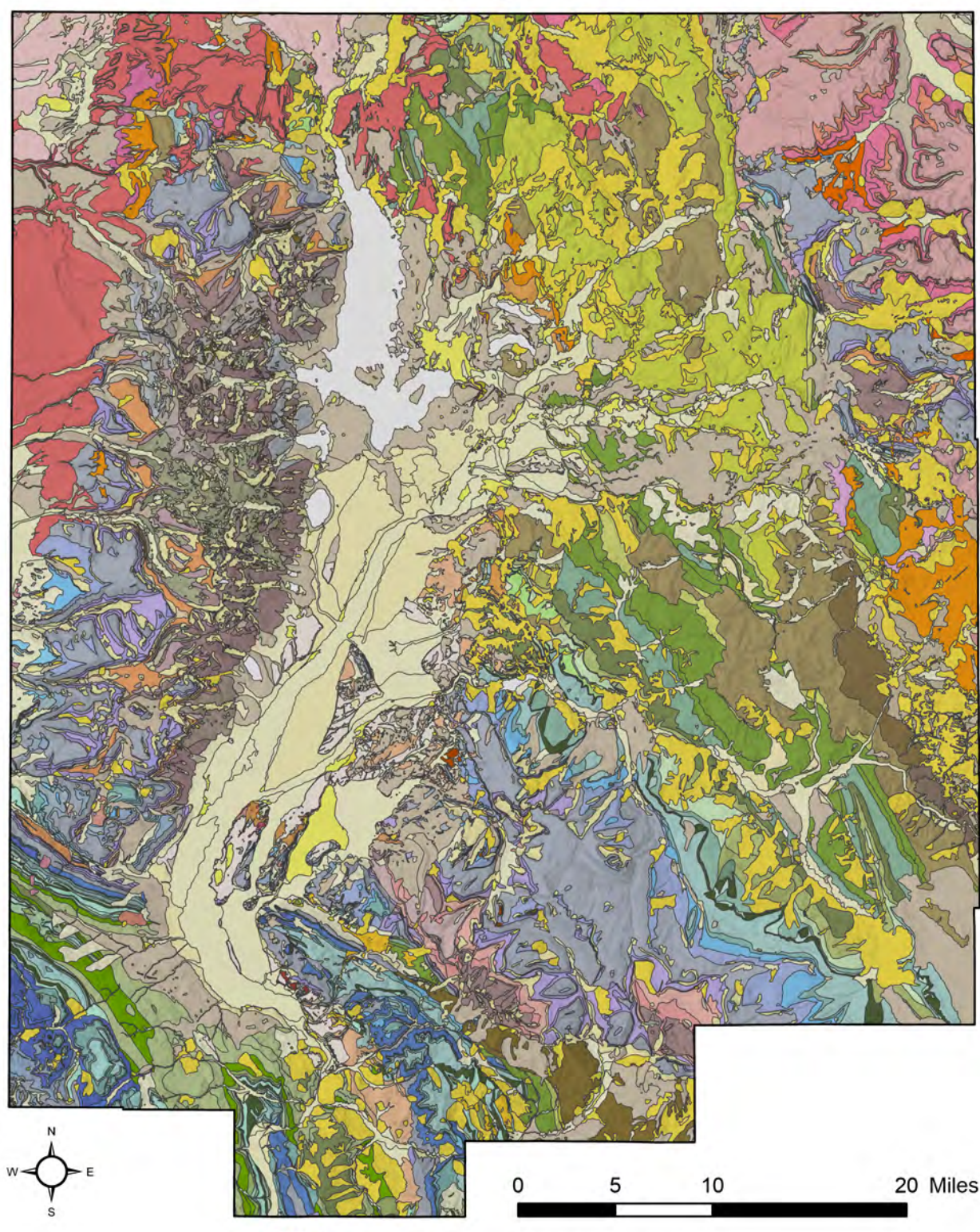
Slope angle data were derived from 1-meter lidar digital elevation models (DEMs) that were mosaicked, clipped to the study area, and down-sampled with bilinear interpolation into a 10-meter DEM. The 10-meter DEM was converted to a 10-meter slope raster using a 3-by-3-cell (30-by-30-meter) moving window. The slope raster was then reclassified into eight bins, with the lowest-angle slopes (0-3 degrees) in Class 1 and the highest-angle slopes (40-90 degrees) in Class 8.

The landslide susceptibility model was produced through a raster calculation intersecting the slope and rock strength datasets, which assigned an identifier to each grid cell. This identifier was then reclassified into the final susceptibility score, which reflects all possible combinations of the three rock strength and eight slope classes. Scores of 0, 3, 5, 6, 7, 8, 9, and 10 are possible. In general, a score of 0 represents negligible susceptibility, 3-5 indicates low susceptibility, 6-7 indicates moderate susceptibility, and 8-10 indicates high susceptibility, though thresholds will vary by application and are the responsibility of the end user. The model validation process and a summary of results are included in the accompanying report.

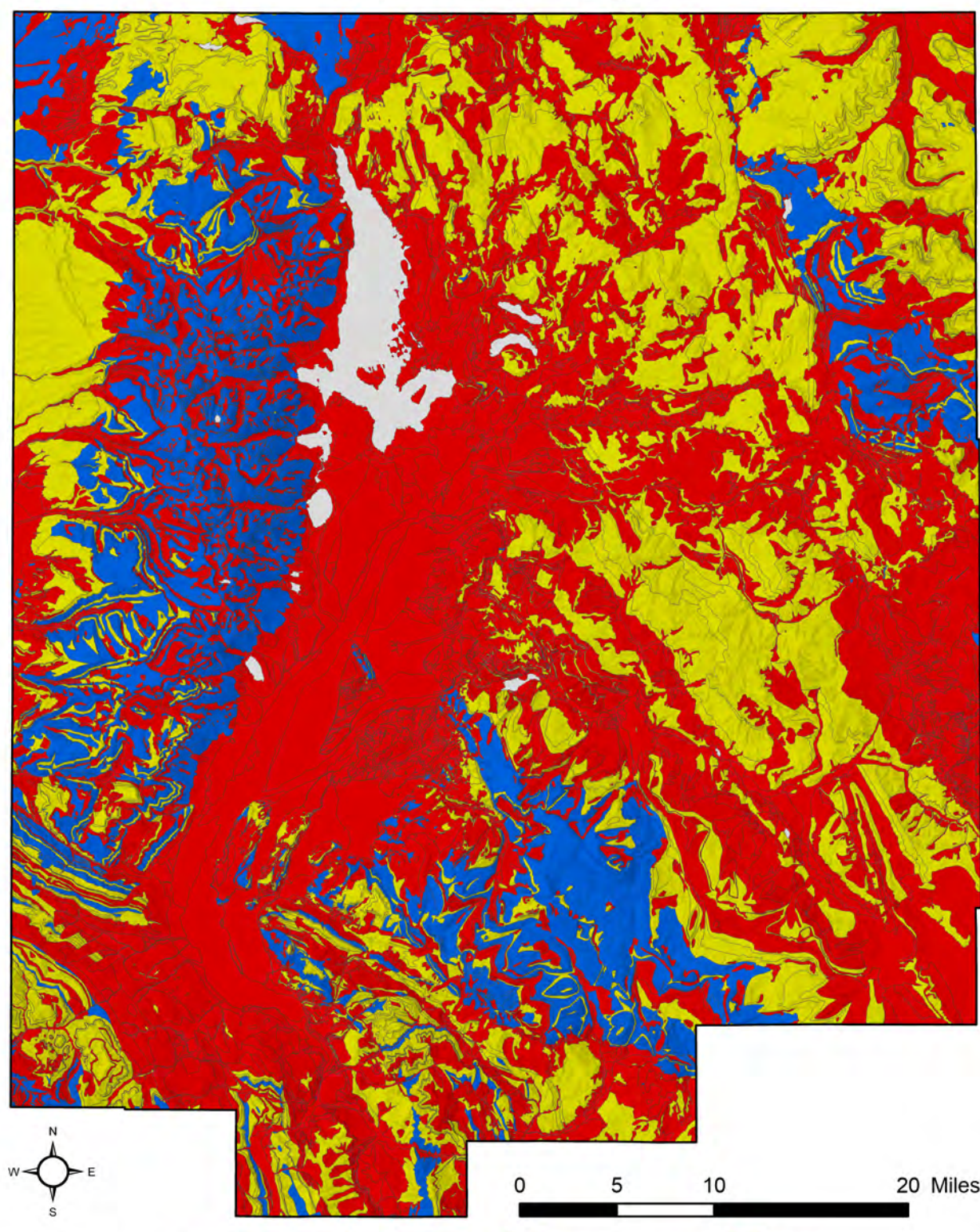
1. Source Geologic Mapping



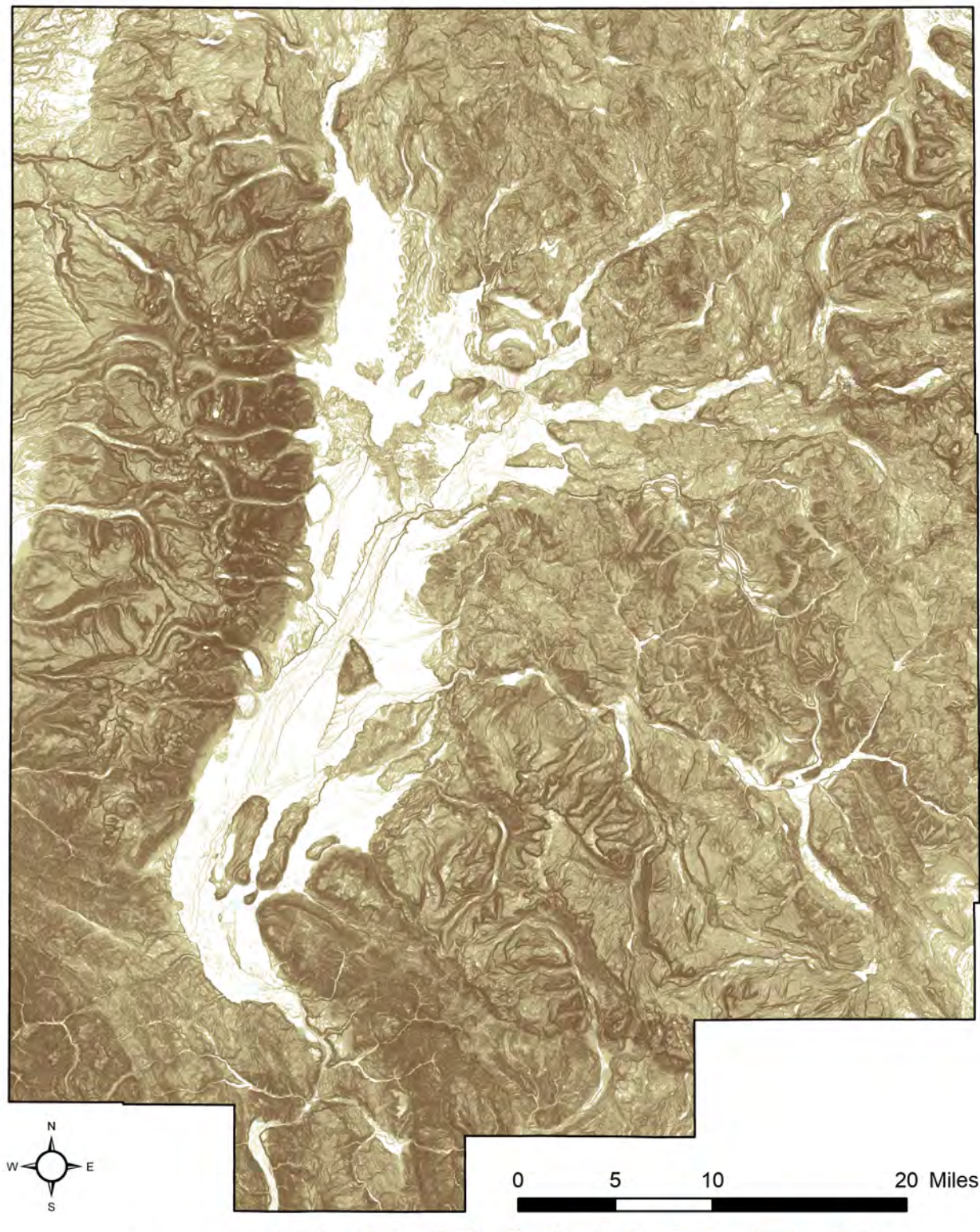
2. Geologic Units



3. Rock Strength



4. Slope



Slope Class	Rock Strength			
	1	2	3	
1	0	0	0	
2	0	5	7	
3	0	5	7	
4	3	8	9	
5	6	9	10	
6	7	9	10	
7	8	9	10	
8	8	9	10	

5. Landslide Susceptibility Classes

LIMITATIONS

There are several limitations inherent to all landslide susceptibility maps as well as those specific to the dataset from this study. Landslide susceptibility is a spatial characteristic determined by intrinsic landscape factors, and it is just one component of the total landslide hazard. As such, landslide susceptibility maps are different from hazard or probability maps in that susceptibility maps do not account for landslide magnitude, frequency, or the likelihood of external triggering events such as seismicity or heavy precipitation. Susceptibility maps are also different from risk maps, which display the intersection of the hazard with the assets, values, and resources it would affect. Modeling landslide susceptibility at a regional scale comes with inherent uncertainty. Consequently, susceptibility maps may not capture all landslide-prone areas, and a high-susceptibility ranking does not guarantee slope failure. Landslide susceptibility maps are not appropriate for evaluating landslide hazard at any one location and are not a substitute for site-specific geotechnical studies. Instead, susceptibility is a comparative quality that reveals areas with combinations of geology and topography that are more prone to landslide development relative to other areas.

This landslide susceptibility map is intended to be a regional overview for central and southern Teton County, and the scale at which it should be used is limited by the resolution of the input rock strength and slope data. Though the map plate is displayed at a scale of 1:100,000 for cartographic purposes, the accompanying digital landslide susceptibility raster may be used at scales up to the scale of the input geologic mapping, which for most of the study area is 1:24,000. Use of the susceptibility raster at scales larger than this is not appropriate and will not provide greater accuracy or precision. This study pertains only to deep-seated landslides—those that involve material deep in the soil profile and that can incorporate bedrock below the root zone of vegetation, such as slumps, translational slides, and block slides. Shallow-seated landslides such as debris flow and rockfalls are not considered. Similarly, this map does not account for long-runout landslides, or those that transition downslope into high-mobility flows. Additional geologic and topographic factors, such as depth to groundwater, geologic structure, and slope aspect may contribute to landslide susceptibility; these variables are not included in the model. Finally, this map does not distinguish between natural and anthropogenic land-surface features, meaning that susceptibility on engineered slopes may be overestimated.

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Open File Reports are preliminary and usually require additional fieldwork and/or compilation and analysis; they are meant to be a first release of information for public comment and review. The Wyoming State Geological Survey welcomes any comments, suggestions, and contributions from users of the information.

DISCLAIMERS

Users of this map are cautioned against using the data at scales different from those at which the map was compiled. Using these data at a larger scale will not provide greater accuracy and is a misuse of the data. The Wyoming State Geological Survey (WSGS) and State of Wyoming make no representation or warranty, expressed or implied, regarding the use, accuracy, or completeness of the data presented herein, or of a map printed from these data. The act of distribution shall not constitute such a warranty. The WSGS does not guarantee the digital data or any map printed from the data to be free of errors or inaccuracies. The WSGS and State of Wyoming disclaim any responsibility or liability for interpretation made from, or any decisions based on, the digital data or printed map. The WSGS and State of Wyoming retain and do not waive sovereign immunity. The use of or reference to trademarks, trade names, or other product or company names in this publication is for descriptive or informational purposes only, or as pursuant to licensing agreements between the WSGS or State of Wyoming and software or hardware developers/vendors, and does not imply endorsement of those products by the WSGS or State of Wyoming.



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Susceptibility to Deep-Seated Landslides in Central and Southern Teton County, Wyoming

James P. Mauch and James E. Stafford

Susceptibility to Deep-Seated Landslides in Central and Southern Teton County, Wyoming

James P. Mauch and James E. Stafford

A Publication of the Wyoming State Geological Survey
Erin A. Campbell, Director and State Geologist

Editor: Bryce Tugwell

Open File Report 2025-1
DOI: <https://doi.org/10.15786/wyoscholar/10054>
Wyoming State Geological Survey
Laramie, Wyoming: 2025

Citation: Mauch, J.P., and Stafford, J.E., 2025, Susceptibility to deep-seated landslides in central and southern Teton County, Wyoming: Wyoming State Geological Survey Open File Report 2025-1, 17 p., <https://doi.org/10.15786/wyoscholar/10054>.



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Cover photograph: the Lavender Slide in the Gros Ventre River valley, Teton County, Wyoming. This deep-seated translational block slide/earthflow complex initiated in shale and claystone beds in the Morrison and Cloverly formations, which form the variegated hills in the background. *Photo by James Mauch.*

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ABSTRACT

Landslide susceptibility maps show where landslides are likely to occur according to preexisting landscape conditions, and they are an essential tool for land-use planning. Despite a history of damaging landslides and abundant landslide-prone terrain, there is an absence of high-resolution regional landslide susceptibility mapping in Teton County, Wyoming. This map and the accompanying digital data depict deep-seated landslide susceptibility in the southern two-thirds of Teton County in a 10-meter raster grid.

Susceptibility was modeled by spatially intersecting three classes of rock strength—generated from 57 published and unpublished geologic maps—with eight classes of slope angle derived from resampled bare-earth lidar digital elevation models. The resultant eight-class landslide susceptibility raster was validated with an independent inventory of approximately 2,100 deep-seated landslides, and the aggregate percentage of susceptible terrain in Teton County is comparable with coarser scale state and national susceptibility datasets.

Results reveal areas in Teton County where the geology and topography have produced relatively high landslide susceptibility. Interpretation of the dataset suggests that susceptibility can fluctuate markedly over short distances due to local conditions, underscoring the importance of careful land-use planning and highlighting the benefit of high-resolution landslide susceptibility mapping.

INTRODUCTION

Landslides—the downslope movement of masses of soil and/or rock material under the influence of gravity—occur every year in Wyoming, and notable landslides endangering life and property have occurred in both historic and modern times in Teton County. The Gros Ventre Slide of 1925 impounded the Gros Ventre River to create Lower Slide Lake, which breached in a catastrophic flood two years later killing six people in the community of Kelly. More recently, the Double Draw (2011), Budge Drive (2014), and Big Fill (2024) landslides damaged infrastructure, severed transportation corridors, and resulted in economic losses for Teton County. Landslide susceptibility maps are a tool that allows decision-makers to visualize where landslides are more likely to occur based on geologic and topographic conditions. This study was motivated by the need to provide this information at a high resolution for officials and the public to plan for and help mitigate future landslide losses in Teton County.

Existing state (Wittke and Stafford, 2019) and national (Belair and others, 2024) landslide susceptibility maps cover Teton County at resolutions of 60 meters and 90 meters, respectively. Teton County provides an opportunity to test the feasibility and value of generating higher resolution landslide susceptibility maps thanks to the availability of more detailed geologic and topographic datasets than those used with the state and national maps. Specifically, the availability of 1:24,000-scale bedrock geologic mapping, 1-meter bare-earth lidar digital elevation models (DEMs), and recently updated landslide and surficial geologic mapping makes this area suitable for high-resolution landslide susceptibility analysis.

This study produced a landslide susceptibility map through spatial analysis of rock strength and slope angle data, based on the premise that weak rocks and steep slopes are more likely to produce landslides than strong rocks and gentle slopes. The analysis is limited to deep-seated landslides, defined as those that involve material deep in the soil profile and that can incorporate bedrock below the root zone of vegetation. Examples of deep-seated landslides include slumps, translational slides, and block slides. The study area encompasses all of Teton County south of Yellowstone National Park (due to the lack of 1:24,000-scale geologic mapping within the park) and excludes lakes and reservoirs with areas greater than 150,000 square meters (fig. 1).

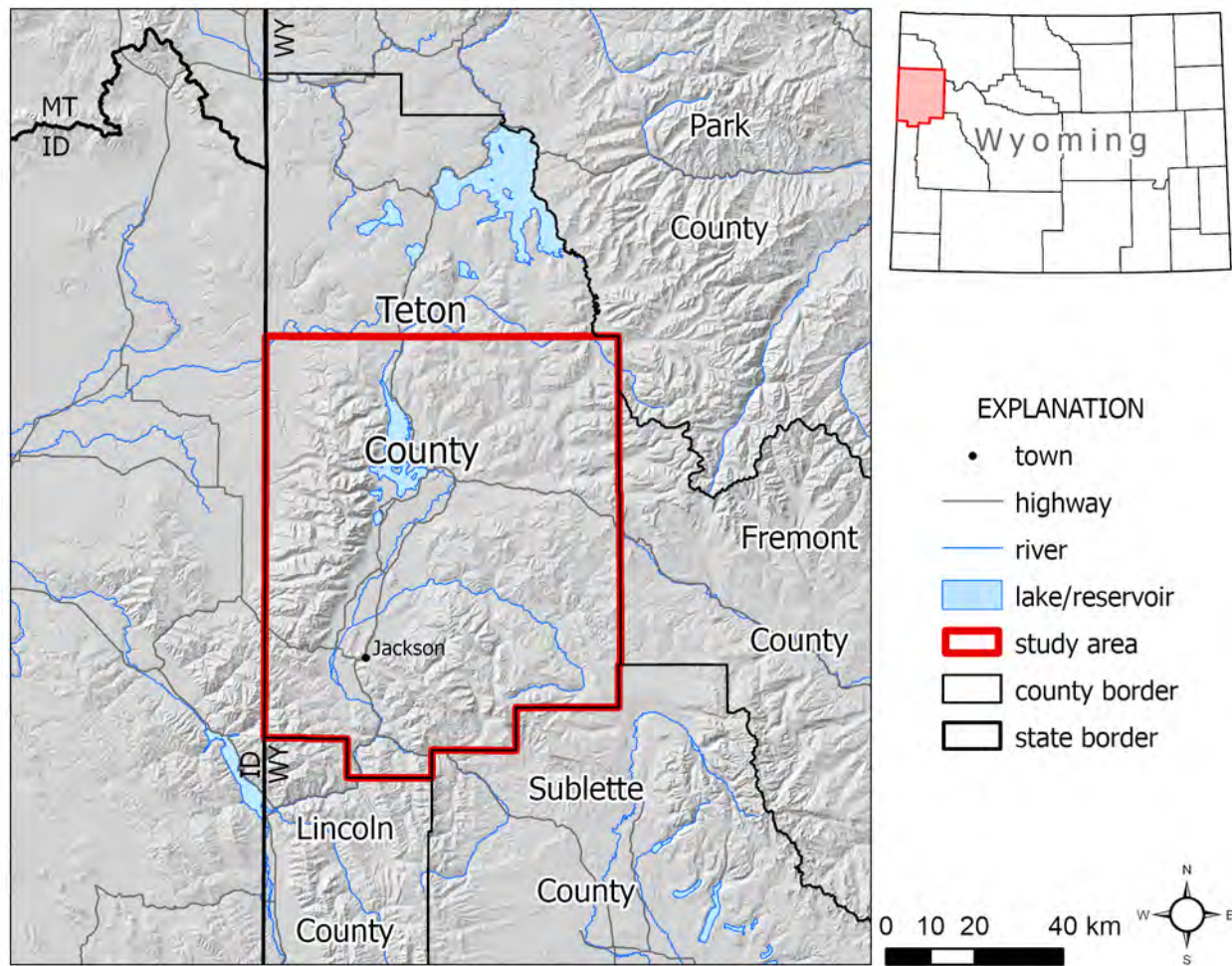


Figure 1. Location of study area.

METHODS

Deep-seated landslide susceptibility is represented in a 10-meter raster grid, which was produced by intersecting rock strength and slope angle data in a geographic information system. General methods follow those developed by Wilson and Keefer (1985) and Ponti and others (2008) for regional landslide susceptibility analysis. Susceptibility classes are identical to those used in the maps of Wills and others (2011) and Wittke and Stafford (2019).

Rock strength

Rock strength data originated from geology map unit polygons from 57 published and unpublished geologic maps covering the study area (fig. 2). The majority of source geologic maps (47) were produced at 1:24,000 scale, with a smaller subset (5) produced at scales as large as 1:62,500. In two regions of the study area, source geologic maps at scales between 1:100,000 and 1:500,000 were used due to a lack of existing detailed geologic mapping. These regions are in the far northwest corner of the study area (portions of the Sheep Falls and Bechler Falls 7.5' quadrangles) and in the southeast part of the study area in the Gros Ventre River drainage (the Burnt Mountain quadrangle and portions of the Grizzly Lake, Upper Slide Lake, Darwin Peak, Ouzel Falls, and Mosquito Lake 7.5' quadrangles).

Map unit polygons from the source geologic maps were edge-matched and merged into a seamless polygon vector dataset. Edge-matching required the judgment of the authors where discrepancies exist between maps, and the original

geologic mapping was preserved in all other cases. The merged map unit polygon dataset contained 337 unique map unit symbols, which were simplified to 140 map units by consolidating units with similar geologic material (e.g., multiple ages of glacial till, multiple levels of terrace gravel) and joining identical units that were assigned different symbols on different source maps (fig. 3).

Each map unit was assigned as many as two basic rock types based on the descriptions of map units from the corresponding map(s). These rock types were used to group map units into one of three relative rock strength classes according to the authors' judgment, and informed by the classification used by Wittke and Stafford (2019; fig. 4). Class 1 contains the strongest rocks, including carbonate, well-indurated volcanic, and crystalline rocks. Class 2 contains intermediate-strength rocks, including moderate-to-weakly cemented conglomerate and sandstone, moderately indurated volcanic rocks, and carbonate rocks that are interbedded with shale and claystone. Class 3 contains the weakest rocks, including siltstone, shale, claystone, unconsolidated surficial deposits, and preexisting landslides. Map unit polygons were then converted to a raster dataset with a 10-meter cell size, using the rock strength field to assign grid cell values.

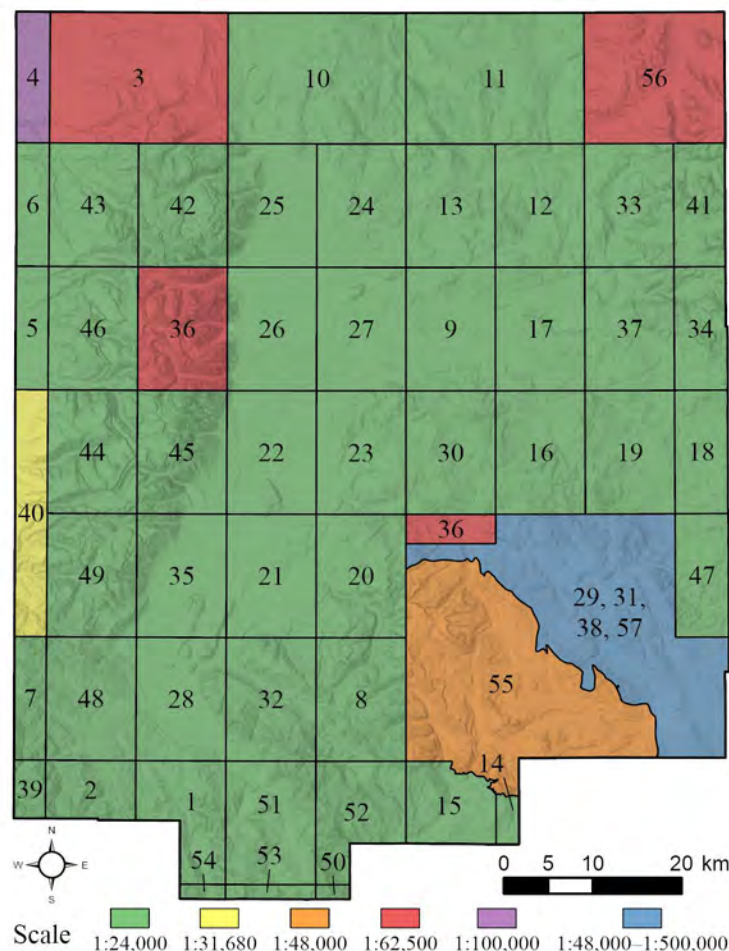


Figure 2. Index to sources of geologic mapping, symbolized by original map scale. Numbers are keyed to references listed in Appendix 1.

Slope

Slope data were generated from 1-meter lidar DEMs downloaded from The National Map (U.S. Geological Survey, 2020, 2023, and 2024). The DEMs were mosaicked, clipped to the study area boundary, and down-sampled with bilinear interpolation to produce a 10-meter resolution DEM. A slope raster with values in degrees was then generated from the 10-meter DEM using a 3-by-3-cell (30-by-30-meter) moving window, the planar calculation method, and a Z-factor of 1. The slope raster was reclassified into eight bins following Wills and others (2011) and Wittke and Stafford (2019). The lowest-angle slopes (0–3 degrees) were assigned to Class 1, and the highest-angle slopes (40–90 degrees) were assigned to Class 8 (fig. 5).

Susceptibility

The landslide susceptibility model was generated through a raster calculation that spatially intersected the classified grid cells of the slope and rock strength datasets. Each grid cell was assigned a susceptibility index identifier correlating classes of slope and rock strength. The susceptibility index identifier was then reclassified into the final susceptibility score (fig. 6A). The classification matrix illustrates the combination of rock strength and slope classes that produce each landslide susceptibility score (fig. 6B; Wills and others, 2011; Wittke and Stafford, 2019). Scores of 0, 3, 5, 6, 7, 8, 9, and 10 are possible, in order of increasing susceptibility (fig. 7). In general, a score of 0 represents negligible susceptibility, 3–5 indicates low susceptibility, 6–7 indicates moderate susceptibility, and 8–10 indicates high susceptibility, though decision thresholds will vary by application and are the responsibility of the end user.

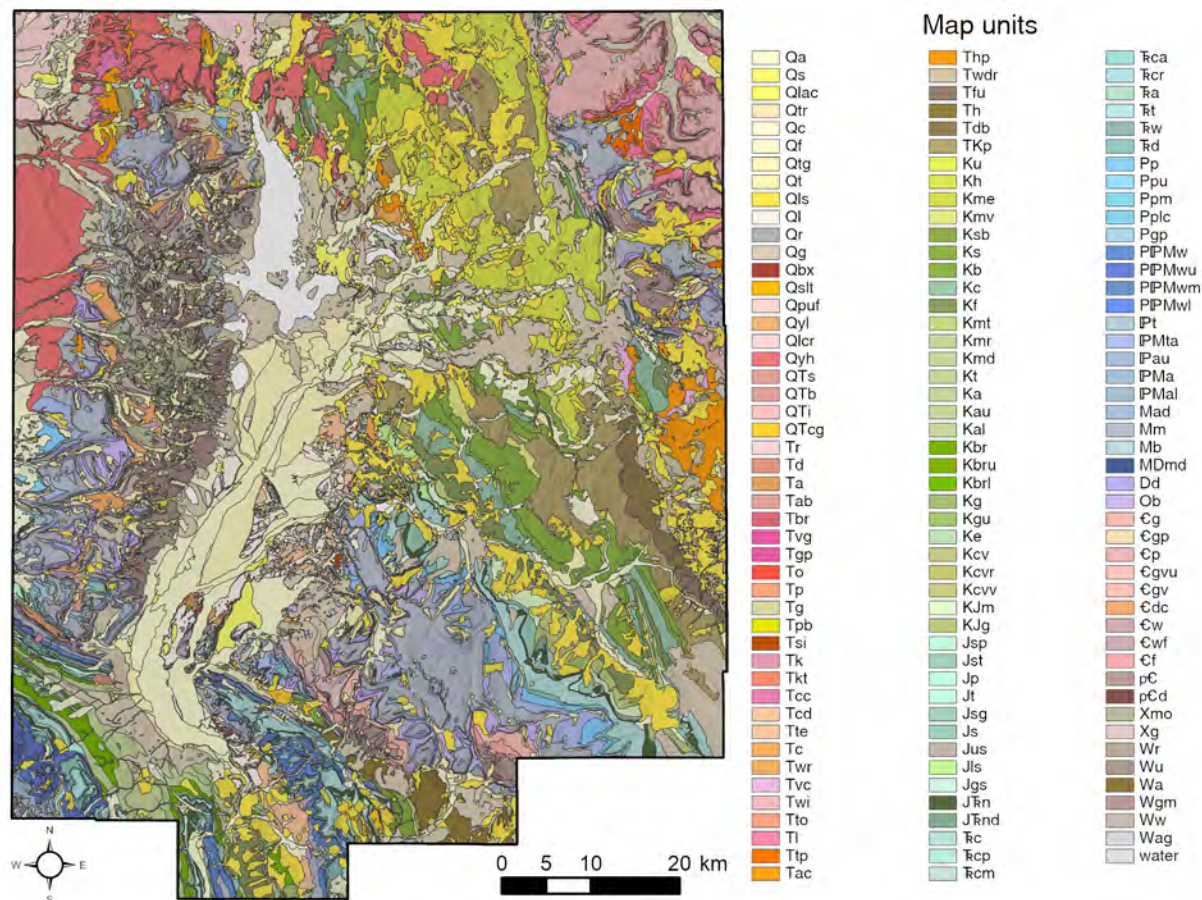


Figure 3. Geology of the study area compiled from 57 source geologic maps. See Appendix 2 for a table of unit symbols, unit names, dominant rock types, and rock strength classes.

Validation

To assess the validity of the susceptibility model and highlight geologic units requiring adjustments in rock strength classification, the landslide susceptibility raster was compared to an independent inventory of deep-seated landslides in central and southern Teton County. A total of 2,157 deep-seated landslides mapped by Case (2004) and Mauch and others (2021, 2022) were merged and edge-matched to produce a seamless landslide dataset covering the study area. A 120-meter buffer was applied to each polygon to conservatively broaden the landslide footprint and account for location uncertainty, since the majority of landslides in the inventory were mapped prior to lidar availability. Statistics were calculated for the population of grid cells from the susceptibility raster that intersect each buffered landslide polygon. These statistics were exported as tabular data, and the mean values were analyzed.

The authors set a requirement for 85% of the buffered landslide polygons to have a mean susceptibility score of 8 or greater for there to be suitable agreement between the landslide susceptibility raster and the independent landslide inventory. This benchmark was chosen to balance the susceptibility raster's ability to correctly capture a high percentage of landslide-prone terrain (maximizing true positives) without erroneously cataloging non-landslide-prone terrain as high-susceptibility grid cells (minimizing false positives).

The initial validation yielded a compliance level of 83.4% (the percentage of landslide polygons with susceptibility scores ≥ 8). The geologic unit that hosted the greatest number of non-complying landslide polygons after this initial validation was the Paleocene-age Devils Basin Formation, which accounted for roughly 10% of landslide polygons with mean susceptibility scores less than 8, and 30% of polygons with mean susceptibility less than 7. As a result, the rock

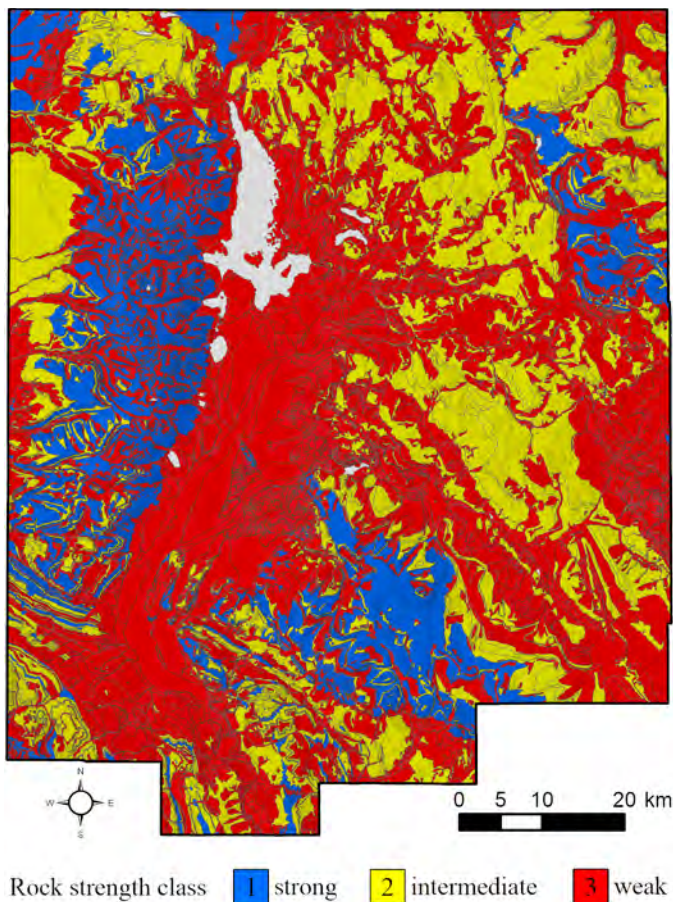


Figure 4. Geologic map units symbolized by assigned rock strength class.

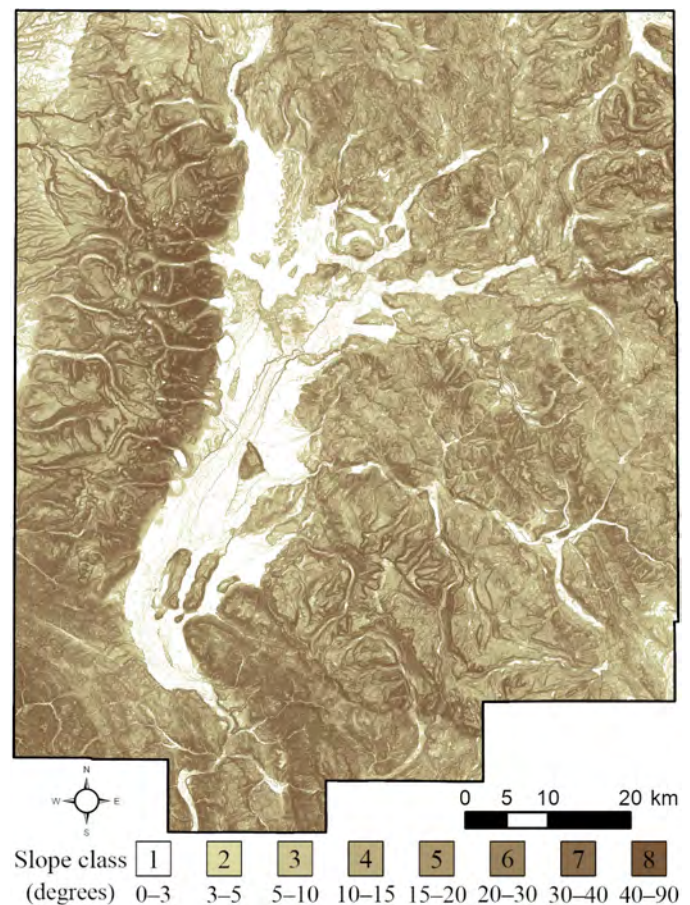


Figure 5. 10-meter resolution slope grid classified into eight slope bins.

strength for this geologic unit was revised from class 2 to class 3, reflecting weak lithology associated with claystone interbeds and the comparatively low slope angles of existing landslides. No other adjustments to rock strength classes were made after this initial validation.

A second validation was subsequently performed, yielding a compliance level of 86.6% that exceeds the 85% target. It is also notable that after the Devils Basin Formation rock strength adjustment, 99.8% of mapped landslides have mean susceptibility scores of 6 or greater, meaning that the vast majority of existing landslides are captured by moderate or higher susceptibility scores.

Though there was no quantitative target to evaluate the susceptibility map's ability to limit false positives, the total percentage of the study area mapped as having nonzero susceptibility provides an approximation of performance (e.g., Mirus and others, 2024). After the final rock strength adjustment and the second validation, 83.9% of the study area has a susceptibility score greater than 0. This is slightly higher than the percentages from the 90-meter slope-relief threshold model of Belair and others (2024) and the 60-meter slope-rock strength model of Wittke and Stafford (2019), for which the proportion of terrain in the study area with nonzero susceptibility is 81.4% and 78.3%, respectively. The higher percentage from our study may be a result of the higher resolution of the input slope and rock strength data, which capture more topographic and geologic variation than the input data used for the coarser scale susceptibility maps. Regardless, classifying 84% of the study area as having some landslide susceptibility (scores greater than 0) is considered acceptable given Teton County's primarily mountainous topography. Taken together, these statistics indicate that the model appropriately captures existing landslides and limits the overprediction of susceptibility.

A					
Index Identifier	Susceptibility Score	Index Identifier	Susceptibility Score	Index Identifier	Susceptibility Score
11	0	21	0	31	0
12	0	22	5	32	7
13	0	23	5	33	7
14	3	24	8	34	9
15	6	25	9	35	10
16	7	26	9	36	10
17	8	27	9	37	10
18	8	28	9	38	10

B			
	Rock Strength		
	1	2	3
1	0	0	0
2	0	5	7
3	0	5	7
4	3	8	9
5	6	9	10
6	7	9	10
7	8	9	10
8	8	9	10

Figure 6. A) Index identifier and susceptibility score reclassification table. B) Slope and rock strength susceptibility classification matrix. Bold numbers represent susceptibility scores.

RESULTS

At its most basic, deep-seated landslide susceptibility in central and southern Teton County is binary, with the valley bottom of Jackson Hole (excluding the buttes that rise from it) exhibiting negligible to low susceptibility and the surrounding mountain ranges exhibiting moderate to high susceptibility. This illustrates the fundamental control that topography exerts on landslide processes: landslides are more likely on steep slopes than gradual slopes.

The independent influence of rock strength is evident in comparing susceptibility values in the Teton Range, which hosts the steepest terrain in the study area (fig. 5), with those from the Snake River Range south of Wilson. Though the Teton Range encompasses steeper slopes, it has lower susceptibility to deep-seated landslides than the Snake River Range because it contains competent crystalline rock units (Class 1 rock strength), whereas the Snake River Range contains weaker sedimentary rocks with Class 2 and 3 rock strengths (fig. 4). The role of rock strength is further illustrated by the moderate to high susceptibility scores in lower-relief areas along the margin of Jackson Hole that are underlain by unconsolidated Quaternary deposits. Areas with extensive glacial

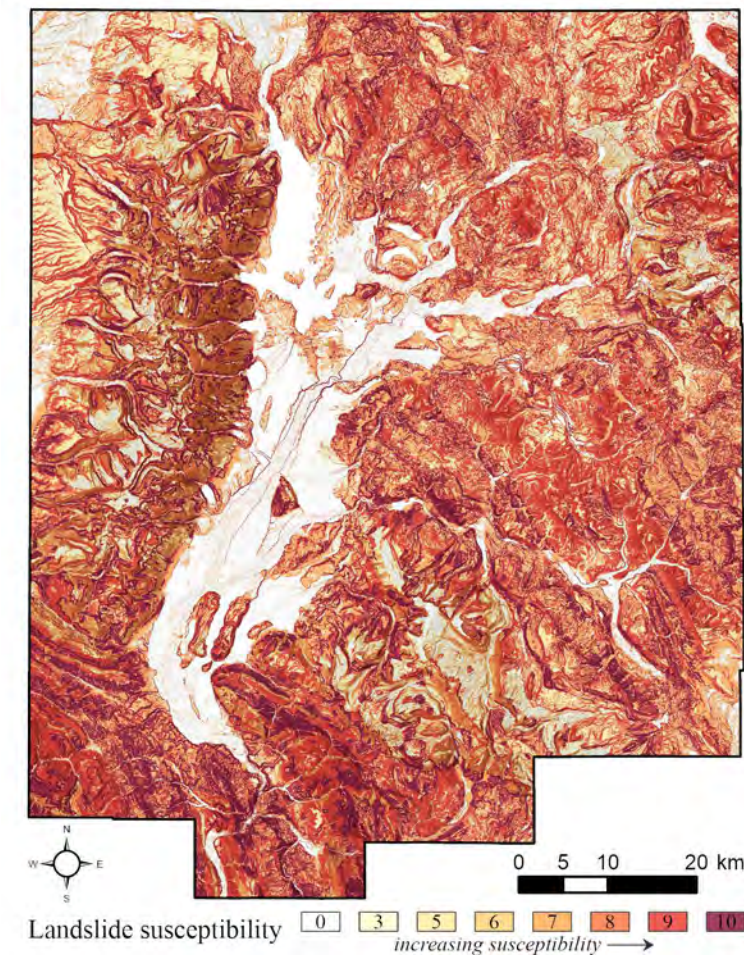


Figure 7. Landslide susceptibility map.

deposits, such as the southern and eastern shores of Jackson Lake, or with preexisting landslide deposits, such as the far western flank of the Mount Leidy highlands, have higher susceptibility values than their landscape position alone would suggest.

Across the study area, it is apparent that landslide susceptibility is highly dependent on local conditions and can change markedly over short distances. For example, on the west flank of the Teton Range north of Alta, susceptibility increases abruptly along drainages that are incised into a low-relief surface capped by the Huckleberry Ridge Tuff. Here, susceptibility values repeatedly fluctuate between 5 (moderate) and 9 (high) over the span of several tens of meters. Similarly, on the valley-bottom buttes between Jackson and Wilson, susceptibility values occupy the entire range from 0 to 10 over distances of less than 1 kilometer. In this case, the susceptibility fluctuations result from a combination of highly variable slope angles and the complex, patchy distribution of exposed bedrock on the buttes. These examples demonstrate that small changes in location can make large differences in exposure to potential landslide hazards, underscoring both the importance of careful infrastructure siting and the value of high-resolution susceptibility mapping.

Critical examination of the susceptibility raster also highlights areas where deep-seated landslide susceptibility may be overpredicted or underpredicted. These areas reveal some of the limitations inherent to simple landslide susceptibility analyses, which are described in the next section. For example, susceptibility values of 7 are common on large alluvial fans along major drainages such as the Gros Ventre and Hoback rivers. These values may overpredict susceptibility to deep-seated landslides, as movement types such as slumps and translational slides are uncommon on low-angle alluvial fans, where shallow-seated debris flows represent the most likely landslide hazard. Employing three rock strength classes limits the model's ability to discern between normal unconsolidated deposits (such as alluvial fan gravel) and especially weak unconsolidated deposits (such as preexisting landslides), but promotes consistency in the qualitative process of assigning rock strength rankings.

Additionally, because this model cannot account for the dip direction of sedimentary rocks, susceptibility along the south side of the Gros Ventre River valley may be underpredicted. This area exhibits abundant evidence historically and in the geologic record for large, deep-seated landslides (Keefer and Love, 1956; Case, 2004; Mauch, 2022), yet the most frequent susceptibility value in this area is 7 (moderate). Landslide susceptibility in the Gros Ventre River valley is enhanced by slope-parallel bedding and adjacent strata with contrasting competence and permeability (Keefer and Love, 1956; Bailey, 1971), which are variables not included in our model. Inherently, the use of a simplified landslide susceptibility model results in some loss of nuance in exchange for an efficient regional analysis.

LIMITATIONS

Map users should be aware of the limitations of this dataset. Landslide susceptibility maps provide a spatial assessment of intrinsic landscape factors that may make an area predisposed to slope failure. This type of map is not the same as a hazard or probability map, meaning that it does not consider landslide magnitude, frequency, or the likelihood of external triggering events such as heavy precipitation or seismic shaking. Similarly, this map does not depict risk, which is the intersection of the hazard with the assets and values it would affect.

There is inherent uncertainty in assigning landslide susceptibility values at a regional scale. Though the validation process provides a measure of confidence for the model's performance, the susceptibility map may not capture all areas that are landslide-prone, nor does inclusion in a high-susceptibility zone imply that landslides are guaranteed. Instead, susceptibility should be interpreted as a comparative quality that highlights areas with geology and slope combinations that are more conducive to landslide development relative to other areas.

The scale at which the landslide susceptibility raster should be used is limited by the resolution of the input geologic mapping and slope data. Accordingly, this dataset is intended as a regional overview for use at scales no larger than 1:24,000, or the scale of the source geologic map in places where 1:24,000-scale mapping is absent (fig. 2). It is not

appropriate for evaluating landslide susceptibility at any one location and is not a substitute for site-specific geotechnical studies.

There are additional geologic and topographic factors beyond rock strength and slope angle—such as depth to groundwater, geologic structure, and slope aspect—that contribute to landslide susceptibility. These additional factors are not considered for this study. This map depicts susceptibility to deep-seated landslides only; shallow landslides such as debris flows and rockfalls are not part of the analysis. Long-runout landslides, or those that transition distally into highly mobile flows, are not explicitly considered, and susceptibility for these movement types may be underpredicted. Finally, this map does not distinguish between natural and anthropogenic land-surface features. As a result, landslide susceptibility on some engineered slopes, such as road cuts and compacted fill, may be overpredicted.

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REFERENCES

- Bailey, R.G., 1971, Landslide hazards related to land use planning in Teton National Forest, northwest Wyoming: U.S. Department of Agriculture, Forest Service Intermountain Region, 131 p., 2 pls.
- Belair, G.M., Jones, J.M., Martinez, S.N., Mirus, B.B., and Wood, N.J., 2024, Slope-relief threshold landslide susceptibility models for the United States and Puerto Rico: U.S. Geological Survey data release, <https://doi.org/10.5066/P13KAGU3>.
- Case, J.C., 2004, Preliminary landslide maps in Teton County, Wyoming (unpublished): Wyoming State Geological Survey, scale 1:24,000.
- Keefer, W.R., and Love, J.D., 1956, Landslides along the Gros Ventre River, Teton County, Wyoming: Wyoming Geological Association 11th Annual Field Conference Guidebook, p. 24–28.
- Mauch, J.P., Alexander, K.A., and Wittke, S.J., 2021, Preliminary surficial geologic map of the west half of the Jackson Lake 30' x 60' quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Open File Report 2021-3, 22 p., scale 1:100,000.
- Mauch, J.P., Barrette, N.C., and Wittke, S.J., 2022, Preliminary surficial geologic map of the east half of the Jackson Lake 30' x 60' quadrangle, Teton, Fremont, and Park counties, Wyoming: Wyoming State Geological Survey Open File Report 2022-4, 52 p., scale 1:100,000.
- Mirus, B.B., Belair, G.M., Wood, N.J., Jones, J.M., and Martinez, S.N., 2024, Parsimonious high-resolution landslide susceptibility modelling at continental scales: AGU Advances, v. 5, no. 5, <https://doi.org/10.1029/2024AV001214>.
- Ponti, D.J., Tinsley, J.C. III, Treiman, J.A., and Seligson, Hope, 2008, Ground deformation, section 3c, in Jones, L.M., Bernknopf, Richard, Cox, Dale, Goltz, James, Hudnut, Kenneth, Mileti, Dennis, Perry, Suzanne, Ponti, D.J., Porter, Keith, Reichle, Michael, Seligson, Hope, Shoaf, Kimberly, Treiman, J.A., and Wein, Anne, 2008, The ShakeOut scenario: U.S. Geological Survey Open-File Report 2008-1150 and California Geological Survey Preliminary Report 25, p. 48–87.
- Wills, C.J., Perez, F.G., and Gutierrez, C.I., 2011, Susceptibility to deep-seated landslides in California: California Geological Survey Map Sheet 58.
- Wilson, R.C., and Keefer, D.K., 1985, Predicting areal limits of earthquake-induced landsliding, in Ziony, J.I., editor, Evaluating earthquake hazards in the Los Angeles region—an earth-science perspective: U.S. Geological Survey Professional Paper 1360, p. 317–345.
- Wittke, S.J., and Stafford, J.E., 2019, Susceptibility to deep-seated landslides in Wyoming: Wyoming State Geological Survey Open File Report 2019-7, scale 1:850,000.
- U.S. Geological Survey, 2020, USGS one meter WY GrandTetonElkRefuge 2014: U.S. Geological Survey 3D Elevation Program, accessed May 2024, at <https://apps.nationalmap.gov/downloader/>.
- U.S. Geological Survey, 2023, USGS 1 Meter WY_YellowstoneNP_2020_D20: U.S. Geological Survey 3D Elevation Program, accessed May 2024, at <https://apps.nationalmap.gov/downloader/>.
- U.S. Geological Survey, 2024, USGS 1 Meter WY_North_Converse_2020_D20: U.S. Geological Survey 3D Elevation Program, accessed May 2024, at <https://apps.nationalmap.gov/downloader/>.

APPENDIX 1: GEOLOGIC MAP REFERENCES

1. Albee, H.F., 1968, Geologic map of the Munger Mountain quadrangle, Teton and Lincoln counties, Wyoming: U.S. Geological Survey Geologic Quadrangle Map 705, scale 1:24,000.
2. Albee, H.F., 1973, Geologic map of the Observation Peak quadrangle, Teton and Lincoln counties, Wyoming: U.S. Geological Survey Geologic Quadrangle Map 1081, scale 1:24,000.
3. Christiansen, R.L., Blank, H.R., Love, J.D., and Reed, J.C., 1978, Geologic map of the Grassy Lake Reservoir quadrangle, Yellowstone National Park and vicinity, Wyoming: U.S. Geological Survey Geologic Quadrangle Map 1459, scale 1:62,500.
4. Christiansen, R.L., and Wahl, R.R., 1999, Digital geologic map of Yellowstone National Park, Idaho, Montana, and Wyoming and vicinity: U.S. Geological Survey Open-File Report 99-174, scale 1:100,000.
5. Embree, G.F., 2014a, Geologic map of the Clawson quadrangle, Teton County, Idaho, and Teton County, Wyoming: Idaho Geological Survey Technical Report 14-4, scale 1:24,000.
6. Embree, G.F., 2014b, Geologic map of the McRenolds Reservoir quadrangle, Fremont and Teton counties, Idaho, and Teton County, Wyoming: Idaho Geological Survey Technical Report 14-5, scale 1:24,000.
7. Jobin, D.A., 1965, Preliminary geologic map of the Palisades Peak quadrangle, Bonneville County, Idaho, and Teton County, Wyoming: U.S. Geological Survey Open-File Report 65-80, scale 1:24,000.
8. Love, C.M., and Love, J.D., 1978, Geologic map of the Turquoise Lake quadrangle, Teton County, Wyoming: U.S. Geological Survey Open-File Report 78-481, scale 1:24,000.
9. Love, J.D., 1973, Preliminary geologic map of the Davis Hill quadrangle, Teton County, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
10. Love, J.D., 1974a, Geologic map of the south half of the Huckleberry Mountain quadrangle, Teton County, Wyoming: U.S. Geological Survey Open-File Report 74-54, scale 1:24,000.
11. Love, J.D., 1974b, Geologic map of the south half of the Mount Hancock quadrangle, Teton County, Wyoming: U.S. Geological Survey Open-File Report 74-127, scale 1:24,000.
12. Love, J.D., 1975a, Geologic map of the Gravel Mountain quadrangle, Teton County, Wyoming: U.S. Geological Survey Open-File Report 75-220, scale 1:24,000.
13. Love, J.D., 1975b, Geologic map of the Whetstone Mountain quadrangle, Teton County, Wyoming: U.S. Geological Survey Open-File Report 75-138, scale 1:24,000.
14. Love, J.D., 1979, Preliminary geologic map of the western part of the Doubletop Peak quadrangle, Sublette and Teton counties, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
15. Love, J.D., 1980, Preliminary geologic map of the Granite Falls quadrangle, Teton and Sublette counties, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
16. Love, J.D., 1981a, Preliminary geologic map of the Green Mountain quadrangle, Teton County, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
17. Love, J.D., 1981b, Preliminary geologic map of the Rosies Ridge quadrangle, Teton County, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
18. Love, J.D., 1982a, Preliminary geologic map of the Lava Mountain quadrangle, Teton and Fremont counties, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.

19. Love, J.D., 1982b, Preliminary geologic map of the Tripod Peak quadrangle, Teton County, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
20. Love, J.D., 2001a, Geologic map of the Blue Miner Lake quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 6, scale 1:24,000.
21. Love, J.D., 2001b, Geologic map of the Gros Ventre Junction quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 4, scale 1:24,000.
22. Love, J.D., 2001c, Geologic map of the Moose quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 3, scale 1:24,000.
23. Love, J.D., 2001d, Geologic map of the Shadow Mountain quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 7, scale 1:24,000.
24. Love, J.D., 2002, Geologic map of the Two Ocean Lake quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 8, scale 1:24,000.
25. Love, J.D., 2003a, Geologic map of the Colter Bay quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 10, scale 1:24,000.
26. Love, J.D., 2003b, Geologic map of the Jenny Lake quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 12, scale 1:24,000.
27. Love, J.D., 2003c, Geologic map of the Moran quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 11, scale 1:24,000.
28. Love, J.D., and Albee, H.F., 2004, Geologic map of the Jackson quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 9, scale 1:24,000.
29. Love, J.D., and Christiansen, A.C., comps., 1985, Geologic map of Wyoming: U.S. Geological Survey, 3 sheets, scale 1:500,000. (Re-released 2014, Wyoming State Geological Survey.)
30. Love, J.D., and Keefer, W.R., 1981, Preliminary geologic map of the Mount Leidy quadrangle, Teton County, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
31. Love, J.D., Keefer, W.R., Duncan, D.C., Bergquist, H.R., and Hose, R.K., 1951, Geologic map of the Spread Creek-Gros Ventre River area, Teton County, Wyoming: U.S. Geological Survey Oil and Gas Investigations Map 118, scale 1:48,000.
32. Love, J.D., and Love, C.M., 2000, Geologic map of the Cache Creek quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 1, scale 1:24,000.
33. Love, J.D., and Prostka, H.J., 1978, Preliminary geologic map of the Joy Peak quadrangle, Teton County, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
34. Love, J.D., Prostka, H.J., and Weitz, J.L., 1982, Preliminary geologic map of the Togwotee Pass quadrangle, Teton and Fremont counties, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
35. Love, J.D., and Reed, J.C., Jr., 2000, Geologic map of the Teton Village quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 2, scale 1:24,000.
36. Love, J.D., Reed, J.C., Jr., and Christiansen, A.C., 1992, Geologic map of Grand Teton National Park, Teton County, Wyoming: U.S. Geological Survey Miscellaneous Investigations Series, Map I-2031, scale 1:62,500.
37. Love, J.D., and Weitz, J.L., 1982, Preliminary geologic map of the Angle Mountain quadrangle, Teton County, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.

38. Mauch, J.P., Barrette, N.C., and Wittke, S.J., 2022, Preliminary surficial geologic map of the east half of the Jackson Lake 30' x 60' quadrangle, Teton, Fremont, and Park counties, Wyoming: Wyoming State Geological Survey Open File Report 2022-4, 52 p., scale 1:100,000.
39. Moore, D.W., Woodward, N.B., and Oriel, S.S., 1984, Preliminary geologic map of the Mount Baird quadrangle, Bonneville County, Idaho, and Teton and Lincoln counties, Wyoming: U.S. Geological Survey Open-File Report 84-776, scale 1:24,000.
40. Pampeyan, E.H., Schroeder, M.L., Schell, E.M., and Cressman, E.R., 1967, Geologic map of the Driggs quadrangle, Bonneville and Teton counties, Idaho, and Teton County, Wyoming: U.S. Geological Survey Mineral Investigations Field Studies Map 300, scale 1:31:680.
41. Prostka, H.J., and Love, J.D., 1975, Preliminary geologic map of the Crater Lake quadrangle, Teton, Fremont, and Park counties, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
42. Reed, J.C., Jr., 1973, Preliminary geologic map of the Ranger Peak quadrangle Teton County, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
43. Reed, J.C., Jr., Love, D.W., and Love, J.D., 1973, Preliminary geologic map of the Rammel Mountain quadrangle, Teton County, Wyoming: U.S. Geological Survey Open-File Report 73-231, scale 1:24,000.
44. Reed, J.C., Jr., and Love, J.D., 1971, Preliminary geologic map of the Mount Bannon quadrangle, Teton County, Wyoming: U.S. Geological Survey Open-File Report 71-233, scale 1:24,000.
45. Reed, J.C., Jr., and Love, J.D., 1979, Preliminary geologic map of the Grand Teton quadrangle, Teton County, Wyoming (unpublished): U.S. Geological Survey, scale 1:24,000.
46. Reed, J.C., Jr., and Love, J.D., 2001, Geologic map of the Granite Basin quadrangle, Teton County, Wyoming: Wyoming State Geological Survey Love Map Series 5, scale 1:24,000.
47. Rohrer, W.L., 1969, Preliminary geologic map of the Sheridan Pass quadrangle, Fremont and Teton counties, Wyoming: U.S. Geological Survey Open-File Report 69-228, scale 1:24,000.
48. Schroeder, M.L., 1969, Geologic map of the Teton Pass quadrangle, Teton County, Wyoming: U.S. Geological Survey Geologic Quadrangle Map 793, scale 1:24,000.
49. Schroeder, M.L., 1972, Geologic map of the Rendezvous Peak quadrangle, Teton County, Wyoming: U.S. Geological Survey Geologic Quadrangle Map GQ-980, scale 1:24,000.
50. Schroeder, M.L., 1973, Geologic map of the Clause Peak quadrangle, Lincoln, Sublette, and Teton counties, Wyoming: U.S. Geological Survey Geologic Quadrangle Map 1092, scale 1:24,000.
51. Schroeder, M.L., 1974, Geologic map of the Camp Davis quadrangle, Teton County, Wyoming: U.S. Geological Survey Geologic Quadrangle Map 1160, scale 1:24,000.
52. Schroeder, M.L., 1976, Geologic map of the Bull Creek quadrangle, Teton and Sublette counties, Wyoming: U.S. Geological Survey Geologic Quadrangle Map 1300, scale 1:24,000.
53. Schroeder, M.L., 1987, Geologic map of the Bailey Lake quadrangle, Lincoln and Teton counties, Wyoming: U.S. Geological Survey Geologic Quadrangle Map 1608, scale 1:24,000.
54. Schroeder, M.L., Albee, H.F., and Lunceford, R.A., 1981, Geologic map of the Pine Creek quadrangle, Lincoln and Teton counties, Wyoming: U.S. Geological Survey Geologic Quadrangle Map 1549, scale 1:24,000.
55. Simons, F.S., Love, J.D., Keefer, W.R., Harwood, D.S., Kulik, D.M., and Bieniewski, C.L., 1988, Mineral resources of the Gros Ventre Wilderness Study Area, Teton and Sublette counties, Wyoming: U.S. Geological Survey Bulletin 1591, 65 p, 4 pls., scale 1:48,000.

56. Smedes, H.W., M'Gonigle, J.W., and Prostka, H.J., 1989, Geologic map of the Two Ocean Pass quadrangle, Yellowstone National Park and vicinity, Wyoming: U.S. Geological Survey Geologic Quadrangle Map 1667, scale 1:62,500.
57. Wittke, S.J., Carnes, J.D., and Lichtner, D.T., 2016, Preliminary surficial geologic map of the Jackson 30' x 60' quadrangle, Sublette, Teton, Lincoln, and Fremont counties, Wyoming: Wyoming State Geological Survey Open File Report 2016-6, scale 1:100,000.

APPENDIX 2: GEOLOGIC MAP UNITS

Map unit symbol	Map unit name	Rock type 1	Rock type 2	Rock strength class	Count
Qa	Alluvium	alluvium		3	248
Qs	Swamp deposits	alluvium		3	578
Qlac	Lacustrine and glaciolacustrine deposits	lacustrine deposits		3	15
Qtr	Calc-tufa	tufa		3	12
Qc	Colluvium	colluvium		3	351
Qf	Alluvial fan deposits	alluvium		3	192
Qtg	Terrace gravel	alluvium		3	199
Qt	Talus	talus deposits		3	861
Qls	Landslide deposits	landslide deposits		3	587
Ql	Loess	loess		3	149
Qr	Rock glacier deposits	rock glacier deposits		3	6
Qg	Glacial deposits	till		3	795
Qbx	Lithified talus breccia	breccia		2	6
Qslt	Obsidian sandstone, siltstone & claystone	sandstone	siltstone	2	3
Qpuf	Plateau Rhyolite, Upper Basin Member, Falls River Basalt	rhyolite		1	14
Qyl	Lava Creek Tuff, Member B	tuff		2	16
Qlcr	Lewis Canyon Rhyolite	rhyolite		1	5
Qyh	Huckleberry Ridge Tuff, undivided	tuff		2	192
QTs	Unnamed scoria	scoria		2	2
QTb	Basalt	basalt		1	51
QTi	Dike of igneous rock	shallow intrusive		1	1
QTcg	Unnamed conglomerate	conglomerate		2	32
Tr	Rhyolite	rhyolite		1	5
Td	Dacite	dacite		2	14
Ta	Andesite	andesite		2	16
Tab	Andesite and basalt	andesite	basalt	2	8
Tbr	Basalt breccia	basalt	breccia	2	12
Tvg	Vogesite intrusion	shallow intrusive		2	1
Tgp	Gray porphyry	shallow intrusive		2	4
To	Obsidian pipes	breccia		3	3
Tp	Perlite	perlite		2	4
Tg	Gypsum deposits	gypsum		3	2
Tpb	Pumice breccia and sandstone	breccia	sandstone	2	3
Tsi	Shooting Iron Formation	claystone	sandstone	3	23
Tk	Kirkham Hollow Volcanics	welded tuff		1	13
Tkt	Kilgore Tuff	welded tuff		1	7
Tcc	Conant Creek Tuff	welded tuff		1	10
Tcd	Camp Davis Formation	conglomerate	mudstone	2	33

Map unit symbol	Map unit name	Rock type 1	Rock type 2	Rock strength class	Count
Tte	Teewinot Formation	claystone	limestone	3	187
Tc	Colter Formation	tuff	conglomerate	2	44
Twr	White River Formation	mudstone	tuff	3	5
Tvc	Volcanic conglomerate	volcanic breccia		2	18
Twi	Wiggins Formation	volcanic breccia		2	27
Tto	Two Ocean Formation	volcanic breccia		2	33
TI	Langford Formation	volcanic breccia	tuff	2	76
Ttp	Trout Peak Trachyandesite	volcanic breccia	welded tuff	2	15
Tac	Aycross Formation	claystone	sandstone	3	11
Thp	Hominy Peak Formation	volcanic breccia	conglomerate	2	37
Twdr	Wind River Formation	claystone	siltstone	3	201
Tfu	Fort Union Formation	sandstone	shale	2	15
Th	Hoback Formation	sandstone	conglomerate	2	24
Tdb	Devils Basin Formation	sandstone	claystone	3	3
TKp	Pinyon Conglomerate	conglomerate	sandstone	2	70
Ku	Cretaceous sedimentary rocks, undifferentiated	shale	sandstone	3	1
Kh	Harebell Formation	sandstone	conglomerate	2	73
Kme	Meeteetse Formation	sandstone	shale	2	17
Kmv	Mesaverde Formation	sandstone	shale	2	70
Ksb	Sohare Formation and Bacon Ridge Sandstone	sandstone	carbonaceous shale	2	5
Ks	Sohare Formation	sandstone	shale	2	100
Kb	Bacon Ridge Sandstone	sandstone	carbonaceous shale	2	67
Kc	Cody Shale	shale	siltstone	3	66
Kf	Frontier Formation	sandstone	shale	2	98
Kmt	Mowry and Thermopolis shales	shale	sandstone	3	25
Kmr	Mowry Shale	shale		3	65
Kmd	Thermopolis Shale, Muddy Sandstone Member	sandstone		2	26
Kt	Thermopolis Shale	shale		3	34
Ka	Aspen Formation	shale	sandstone	3	40
Kau	Aspen Formation, upper part	shale	sandstone	3	40
Kal	Aspen Formation, lower part	shale	sandstone	3	43
Kbr	Bear River Formation	shale	sandstone	3	41
Kbru	Bear River Formation, upper member	shale		3	5
Kbrl	Bear River Formation, lower member	sandstone	shale	2	4
Kg	Gannett Group, undivided	mudstone	sandstone	3	15
Kgu	Gannett Group, upper unit	limestone	mudstone	2	25
Ke	Ephraim Conglomerate	sandstone	shale	2	22
Kcv	Cloverly Formation	sandstone		2	1
Kcvr	Cloverly Formation, Rusty Beds Member	sandstone		2	40
Kcvv	Cloverly Formation, middle unit	claystone		3	16

Map unit symbol	Map unit name	Rock type 1	Rock type 2	Rock strength class	Count
KJm	Cloverly and Morrison formations, undivided	sandstone	claystone	3	63
KJg	Cloverly, Morrison, Sundance, and Gypsum Spring formations	sandstone	claystone	3	5
Jsp	Stump and Preuss sandstones	sandstone	siltstone	2	26
Jst	Stump Sandstone	sandstone		2	9
Jp	Preuss Sandstone	sandstone		2	11
Jt	Twin Creek Limestone	limestone		1	57
Jsg	Sundance and Gypsum Spring formations, undivided	sandstone	shale	2	11
Js	Sundance Formation	sandstone	shale	2	6
Jus	Upper Sundance Formation	sandstone	shale	2	46
Jls	Lower Sundance Formation	shale	limestone	3	54
Jgs	Gypsum Spring Formation	shale	dolomite	3	50
J $\overline{\text{r}}\text{n}$	Nugget Sandstone	sandstone		2	54
J $\overline{\text{r}}\text{nd}$	Nugget Sandstone, Chugwater Formation, and Dinwoody Formation	siltstone	sandstone	3	2
$\overline{\text{r}}\text{c}$	Chugwater Formation	siltstone	shale	3	91
$\overline{\text{r}}\text{cp}$	Chugwater Formation, Popo Agie Member	claystone	shale	3	7
$\overline{\text{r}}\text{cm}$	Chugwater Formation, Crow Mountain Sandstone Member	sandstone		2	1
$\overline{\text{r}}\text{ca}$	Chugwater Formation, Alcova Limestone Member	limestone	dolomite	1	4
$\overline{\text{r}}\text{cr}$	Chugwater Formation, Red Peak Member	siltstone	sandstone	3	8
$\overline{\text{r}}\text{a}$	Ankareh Formation	siltstone	shale	3	11
$\overline{\text{r}}\text{t}$	Thaynes Formation	limestone	siltstone	2	17
$\overline{\text{r}}\text{w}$	Woodside Formation	mudstone	sandstone	3	24
$\overline{\text{r}}\text{d}$	Dinwoody Formation	mudstone	dolostone	2	127
Pp	Phosphoria Formation	dolomite	shale	2	158
Ppu	Phosphoria Formation, upper part	sandstone	dolomite	2	77
Ppm	Phosphoria Formation, Meade Peak Phosphatic Shale Member	mudstone	shale	3	69
Pplc	Phosphoria Formation, lower chert member	chert	limestone	1	5
Pgp	Park City Formation, Grandeur Member	dolomite	orthoquartzite	1	1
PIPMw	Wells Formation, undivided	sandstone	limestone	2	32
PIPMwu	Wells Formation, upper unit	sandstone	limestone	2	28
PIPMwm	Wells Formation, middle unit	limestone	sandstone	1	3
PIPMwl	Wells Formation, lower unit	limestone	shale	2	28
IPt	Tensleep Sandstone	sandstone		2	103
IPMt	Tensleep and Amsden formations, undivided	sandstone	shale	2	79
IPau	Amsden Formation, upper unit	siltstone	limestone	3	13
IPMa	Amsden Formation, main part, or undivided	shale	siltstone	3	70
IPMaI	Amsden Formation, lower unit	quartzite	siltstone	2	14
Mad	Amsden Formation, Darwin Sandstone Member	sandstone		2	82
Mm	Madison Limestone, main part	limestone		1	266

Map unit symbol	Map unit name	Rock type 1	Rock type 2	Rock strength class	Count
Mb	Madison Limestone, Bull Ridge Member	siltstone	dolomite breccia	2	73
MDmd	Madison Limestone and Darby formations, undivided	limestone	dolomite	1	1
Dd	Darby Formation	dolomite	shale	2	213
Ob	Bighorn Dolomite	dolomite		1	171
€g	Gallatin Limestone	limestone		1	80
€gp	Gallatin Limestone and Park Shale Member of Gros Ventre Formation	limestone	shale	2	94
€p	Park Shale	shale		3	9
€gvu	Gros Ventre Formation, upper shale member	shale		3	3
€gv	Gros Ventre Formation	shale	limestone	3	28
€dc	Death Canyon Limestone	limestone		1	94
€w	Wolsey Shale	shale		3	2
€wf	Wolsey Shale and Flathead Sandstone	shale	sandstone	3	119
€f	Flathead Sandstone	sandstone		2	43
pC	Precambrian rocks, undivided	crystalline		1	53
pCd	Precambrian diabase dikes	diabase		1	70
Xmo	Mount Owen Quartz Monzonite and associated pegmatite	quartz monzonite		1	186
Xg	Granitic rocks	granitic rocks		1	3
Wr	Rendezvous Metagabbro	gabbro		1	7
Wu	Ultramafic rocks	ultramafic rocks		1	17
Wa	Amphibolite	amphibolite		1	78
Wgm	Layered gneiss and migmatite	gneiss		1	288
Ww	Webb Canyon Gneiss	gneiss		1	104
Wag	Augen gneiss	gneiss		1	42
water	water			excluded	17

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Town Council
Submitting Department:	Planning Department	Presenter:	Andrew Bowen
Agenda Item:	P25-076 Conditional Use Permit Renewal (P18-163) (Request for Approval of a Conditional Use Permit to Allow a Wireless Communications Facility (Antenna) on a Light Pole at 402 East Snow King Avenue)	Public Comment:	Yes

Purpose & Policy Considerations.

According to LDR Section 6.1.10.D.b, a Wireless Facility Conditional Use Permit (CUP) is valid for five years. Since this CUP was issued on September 17, 2018, a renewal (new CUP) is now required. Therefore, to continue operation, this renewal must comply with the CUP requirements outlined in LDR Section 8.4.3.

Purpose of a CUP:

LDR Section 8.4.3.A *"the purpose of a conditional use permit is to individually and publicly review the configuration, density, and intensity of a use that is generally compatible with the character of a zone, but requires additional, site-specific conditions to limit and mitigate effects that may be adverse to the desired character of the zone."*

Requested Action.

As was stated in the staff report for the original Conditional Use Permit dated September 12, 2018, *"the Applicant is requesting approval of a Conditional Use Permit to locate a wireless communications facility on the ski slope of Snow King Resort on the parcel located at LOT 59, GRAND VIEW LODGES, THIRD ADDITION, adjacent to the coaster track in a modified "stealth" light pole."*

Note: No alterations are proposed to this wireless facility.

Recommendation.

The Planning Commission recommends **approval** of Conditional Use Permit P25-076 to renew a Wireless Facility CUP (formerly P18-163) located at 402 East Snow King Avenue, subject to the departmental review comments attached and this staff report dated August 18, 2025.

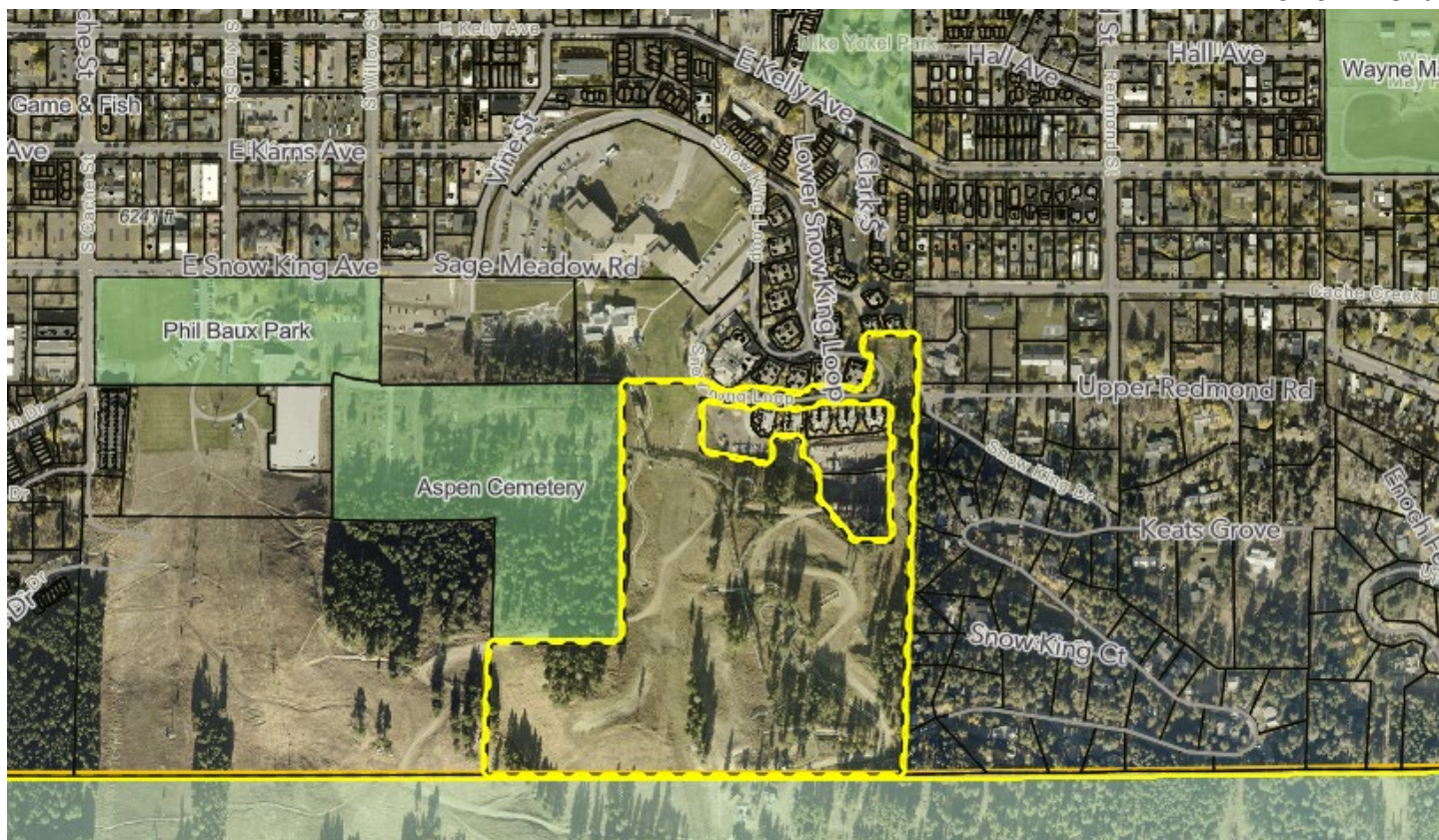
Key Issues/Policy Question

Planning staff has not identified any Key Issues/Policy Questions for this proposal.

Project Location.

The subject property is located at 402 East Snow King Avenue (PDIN: 22-41-16-34-3-07-003)

TC 2024 Aerial



Background/Project Description.

Property Description:

The subject parcel is 26.92 acres (1,172,635 square feet) and is located within the Planned Resort, Snow King (PR-SK) zoning district. It is bordered by other PR-SK parcels associated with Snow King Resort to the north, Neighborhood Low Density – 2 (NL-2) residential areas to the east, U.S. Forest Service land to the south, and Public/Semi-Public (P/SP) zones to the west, including the ski hill and Aspen Cemetery.

Current Site Development:

The site is currently developed with a 30' light pole with antenna and canister (right) as well as equipment underneath the coaster track (below).



Facility Location



Project Description:

The wireless facility is an existing stealth wireless communications installation designed to strengthen Verizon's network. The Applicant states that this facility is strategically located to address a significant coverage gap in the Town of Jackson, enhances wireless service within a two- to four-mile radius. In addition to general connectivity improvement, it supports critical services such as wireless internet, data transmission, and emergency communications for first responders, including paramedics, firefighters, and law enforcement.

Per the Applicant's Narrative, the existing infrastructure includes:

- A 30-foot light pole which is eight inches in diameter, with a 24-inch diameter shroud concealing a single antenna.
- A 3' x 6' equipment cage beneath the Snow King Resort coaster track, within a 5' x 8' leased space, screened with metal mesh to blend with the coaster structure.
- Access via an existing dirt service road on Snow King Mountain.

The Applicant states that the *"facility is a proven, minimally invasive solution that balances technical needs with the aesthetic and environmental priorities of Snow King Resort. We respectfully request approval to maintain this critical infrastructure."*

Justification for Renewal:

Verizon Wireless selected this site based on comprehensive radio frequency (RF) engineering studies that evaluated population density, traffic patterns, and the region's complex topography. No existing towers or facilities within the designated search area could meet Verizon's coverage requirements without causing substantial visual impact. To minimize aesthetic disruption while fulfilling technical needs, a light pole design was chosen.

Analysis.

After reviewing the Applicant's submittal, staff find that the proposed project complies with the LDR requirements of the 6.1.10.D.

Determination of Need/Public Benefit:

The facility provides 4G LTE capacity in downtown Jackson, supporting wireless service and users year-round. It also enhances critical communications for the Jackson Police Department, an operational need previously identified by Police Chief Todd Smith in 2017.

Concealment Element:

To maintain the visual integrity of the site, the antenna is concealed within a 24-inch shroud atop a light pole. Supporting equipment is screened beneath the coaster track, effectively camouflaging the installation from public view. This method of concealment was approved for P18-163.

Height:

The 30-foot light pole conforms to the maximum allowable height for standalone telecommunication facilities.

Setbacks:

The structure exceeds all setback requirements, positioned more than 110% (33 feet) from every property boundary, as illustrated in the submitted site plan (Sheet Z-1).

Other Conditions (Visual Compatibility):

Located within the recreational core of Snow King Resort, the facility has been sited and designed to blend with its surroundings. It is not visible from adjacent residential neighborhoods or commercial areas such as the Rafferty Activity Center and Snow King Loop Road.

Landscaping:

No landscaping was proposed at the time of original approval, as the facility is located on an existing ski slope with no surrounding vegetation. The fiber optic line was installed using boring methods, minimizing surface disturbance.

Signage:

Only signage required by federal regulations will be installed; no commercial branding is present.

Lighting:

The existing light fixture will remain in place, and no additional lighting is proposed.

Quantity Limit:

This facility is the sole installation on the parcel, in compliance with the one-facility-per-parcel regulation.

Emergency Generators:

Not Applicable, as none are proposed.

Noise Level:

Per the Applicant's narrative, *"the equipment generates negligible noise, complying with the 65 dBA limit for the PR-SK zone."*

Visibility:

The antenna is fully enclosed and concealed within a shrouded canister.

Access:

The facility uses and will continue to use an existing service road.

Security:

The facility is enclosed with wire mesh fencing and is monitored 24/7 by Verizon's remote operations center for security.

Building Design:

This monopole does not include nor will include any building.

Consistency with Prior Approval (P18-163):

The facility was approved by the Town Council on September 17, 2018, following unanimous recommendations from both the Planning Commission and the Design Review Committee (DRC). It remains in full compliance with all conditions of approval.

Safety and Regulatory Compliance:

The facility complies with all relevant FCC, FAA, and industry standards for construction, electromagnetic emissions, and safety. Documentation verifying adherence to ANSI standards and mandatory building codes was submitted with the original CUP application and remains valid, as no structural modifications are planned.

Affordable & Workforce Housing:

No Housing Mitigation is required for this use.

Parking:

No parking is required for this use.

Planning Commission (PC).

The Planning Commission reviewed this item during its regularly scheduled meeting on July 16, 2025, and unanimously recommended approval to the Town Council.

Public Comment.

Notice of this meeting and application was provided to the public on July 16, 2025. As of the writing of this staff report, no public comments have been received. During the original permitting process, several comments were submitted concerning radiofrequency (RF) radiation; however, no formal complaints related to RF radiation have been filed regarding this facility since its installation.

Development Plan Findings.

In accordance with Section 8.4.3.C, the following findings must be established to approve a Conditional Use Permit.

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

Complies. This renewal of an existing CUP is consistent with the purposes and organization of the LDRs;

2. Complies with the use specific standards of Division 6.1;

Complies. This renewal of an existing CUP complies with the use specific standards of Division 6.1;

3. Minimizes adverse visual impacts;

Complies. The antenna is currently completely concealed within a 24-inch shroud atop a light pole. All supporting equipment is discreetly screened beneath the coaster track, effectively camouflaging the installation from public view.

4. Minimizes adverse environmental impacts;

Complies. The existing wireless facility has not had any significant adverse impacts to wildlife habitat, water or air quality, or any other environmental resources.

5. Minimizes adverse impacts from nuisances;

Complies. The existing wireless facility has not caused any significant adverse impacts or nuisances, including noise, vibration, or dust.

6. Minimizes adverse impacts on public facilities;

Complies. The existing wireless facility has not caused any significant adverse impacts on public facilities.

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

Complies. This renewal of an existing CUP complies with all other relevant standards of these LDRs and all other Town Ordinances.

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

Complies. This renewal of an existing CUP is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

Fiscal Impact.

Staff does not anticipate any fiscal impact from this renewal of an existing CUP.

Staff Impact.

The amount of staff time to review, meet with the Applicant, research, and write this report including future work to send final letters was roughly 15 hours.

Attachments.

- Applicant Submittal

Suggested Motion.

I move to recommend ***approval*** of Conditional Use Permit P25-076 to renew an existing Wireless Facility CUP (formerly P18-163) located at 402 East Snow King Avenue, subject to the departmental review comments attached and this staff report dated August 18, 2025.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: WY3 SK Coaster 1
Physical Address: 204 E Snow King Avenue
Lot, Subdivision: LOT 59, GRAND VIEW LODGES, THIRD ADDITION PIDN: 22-41-16-34-3-07-003

PROPERTY OWNER.

Name: Snow King Mountain Resort LLC Phone: 307-737-3351
Mailing Address: 575 S. Willow Street, Jackson, WY ZIP: 83001
E-mail: ryan@snowkingmountain.com

APPLICANT/AGENT.

Name: Chris Kennard, Elevation Wireless Phone: (303) 913-7527
Mailing Address: 4610 S. Ulster Street, Ste. 150, Denver, CO ZIP: 80237
E-mail: chris.kennard@elevationcompanies.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

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

Use Permit

_____ Basic Use
☒ _____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: N/A Environmental Analysis #: _____
Original Permit #: P18-163 Date of Neighborhood Meeting: _____

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

Have you attached the following?

- X Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- X Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- X Response to Submittal Requirements. The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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

Chris Kennard
Signature of Property Owner or Authorized Applicant/Agent
Chris Kennard
Name Printed

4/28/25
Date
Site Acquisition Manager
Title



**PROPOSED LIGHT POLE PHOTO SIMULATION
(LOOKING EAST)**



**PROPOSED LEASE AREA "B"
(LOOKING WEST)**

LEGEND OF SYMBOLS:

REFERENCE LETTER OR NUMBER

SECTION OR DETAIL

SCALE:

SHEET WHERE DRAWN

SHEET WHERE TAKEN

SECTION LETTER

SHEET WHERE DRAWN

SHEET WHERE TAKEN

DETAIL NUMBER

SHEET WHERE DRAWN

SHEET WHERE TAKEN

⊕ CENTERLINE

d PENNY

EQUIPMENT OR FIXTURE NUMBER

KEYED NOTE

T.C. 1631.33
F.L. 1631.00 SPOT ELEVATION

TOP OF WALL
1639.00 CONTROL OR DATUM POINT

PROPERTY LINE

EXISTING CONTOUR

NEW CONTOUR

ROUND/DIAMETER

APPROXIMATELY



**EXISTING LIGHT POLE
(LOOKING EAST)**

DESIGNED FOR:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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J5 INFRASTRUCTURE

PARTNERS

AZ - CA - CO - ID - NM - NV - TX - UT

DESIGNED BY:

REV	DESCRIPTION	DATE	BY	CHK
D	REVISED TO 24X36 TEMPLATE	11/6/17	MDA	-
E	REVISED PER COMMENTS	11/15/17	MDA	-
F	REVISED PER UPDATED SURVEY	3/21/18	MDA	-
G	REVISED PER FIBER COORD & UPDATED SU/1A	5/8/18	MDA	-
H	REVISED PER UPDATED SURVEY	8/23/18	MDA	-

PRELIMINARY
FOR LEASING/ZONING

PROJECT NAME:

WY3 SK COASTER 1
PROPOSED 29'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
LIGHT POLE REPLACEMENT

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

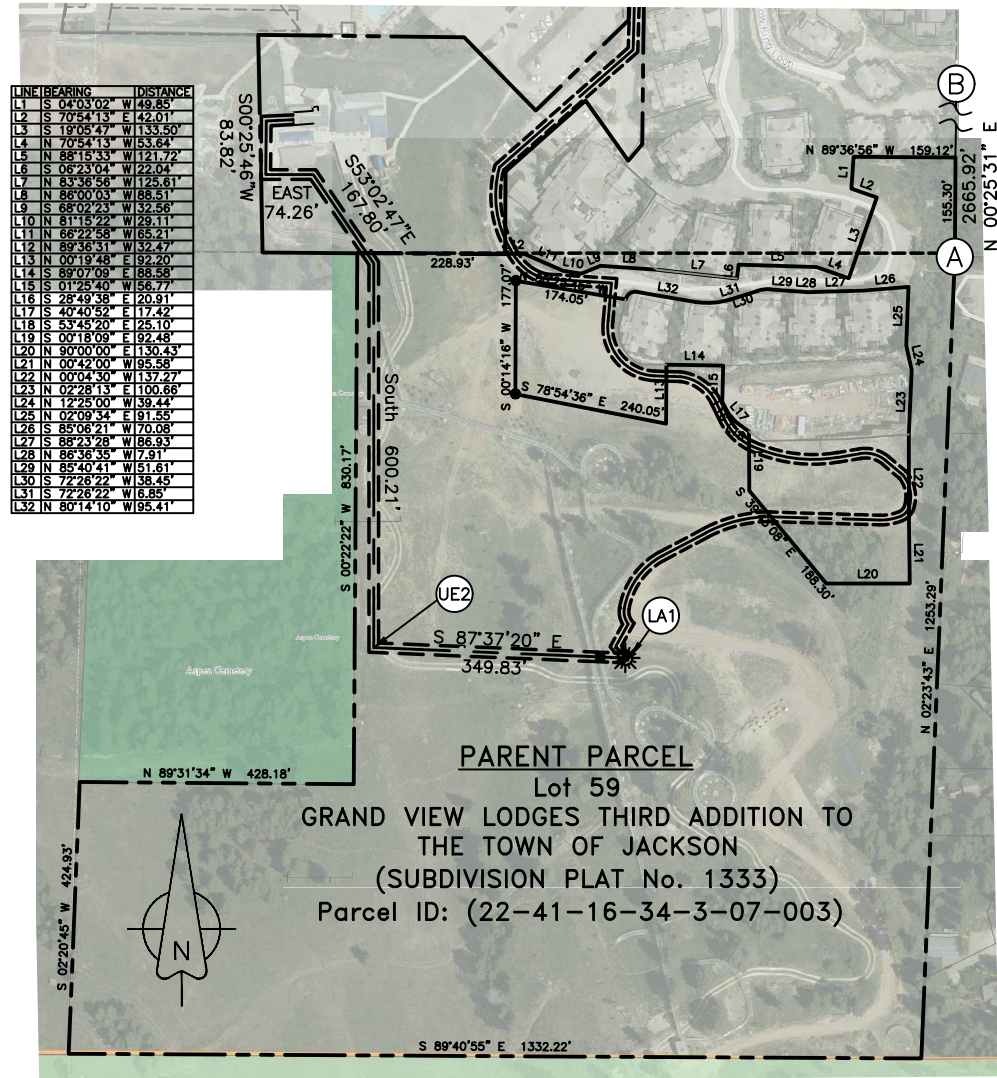
PHOTO SHEET

SAVE DATE:

8/23/2018 4:54 PM

SHEET NUMBER:

PS1



PARENT PARCEL AND SURVEY CONTROL OVERVIEW

A strip of land fifteen feet (15') wide for the purpose of serving a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said lease parcel comprising a portion of Lot 59 Grand View Lodges Third Addition to the town of Jackson (subdivision plat no. 1333); the centerline of said strip of land is more particularly described by metes and bounds as follows:
Beginning at a point that is 1033.69 feet West and 214.40 feet North of the Center Quarter Corner of Section 34 Township 41 North, Range 116 W, 6th P.M.; thence S. 87°17'32" W. 42.20 feet, thence S. 00°25'46" W. 83.82 feet, thence EAST 74.26 feet, thence S. 34°14'59" E. 147.96 feet, thence S. 34°14'59" E. 19.83 feet, thence South 600.21 feet, thence S 87°37'20" E 349.83 feet to the terminus of said centerline.
The above described parcel of land contains 19,561.50 square feet in area or 0.449 of an acre more or less.

UE2 UTILITY EASEMENT LAND DESCRIPTION

A strip of land (4' X 4') for the purpose of a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said lease parcel comprising a portion of Lot 59 Grand View Lodges Third Addition to the town of Jackson (subdivision plat no. 1333); more particularly described by metes and bounds as follows:
Beginning at a point that is 624.59 feet South and 516.73 feet West of the Center ¼ Corner of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian; thence East 4 feet, thence South 4 feet, thence West 4 feet, thence North 4 feet to the point of beginning.
The above described parcel of land contains 16 square feet in area or 0.000 of an acre more or less.

LA1 LEASE AREA 1 LAND DESCRIPTION

A strip of land (8' X 5') for the purpose of a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said lease parcel comprising a portion of Lot 59 Grand View Lodges Third Addition to the town of Jackson (subdivision plat no. 1333); more particularly described by metes and bounds as follows:
Beginning at a point that is 622.66 feet South and 550.18 feet West of the Center ¼ Corner of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian; thence N. 87°37'20" W. 8.00 feet, thence S. 02°22'40" W. 5.00 feet, thence S. 87°37'20" E. 8.00 feet, thence N. 02°22'40" E. 5.00 feet to the point of beginning.
The above described parcel of land contains 40 square feet in area or 0.001 acres more or less.

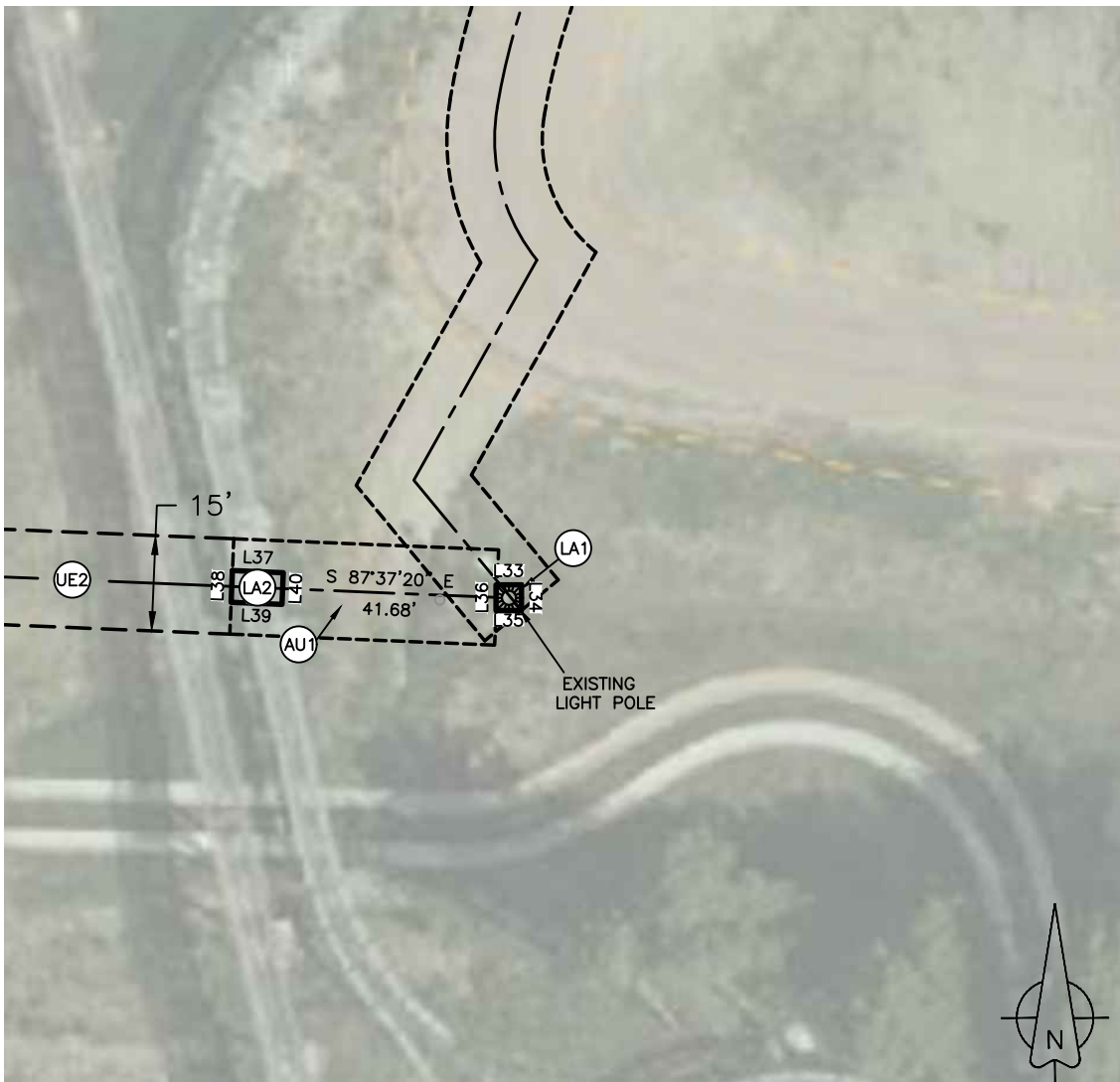
LA2 LEASE AREA 2 LAND DESCRIPTION

A strip of land fifteen feet (15') wide for the purpose of providing access and serving a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said lease parcel comprising a portion of Lot 59 Grand View Lodges Third Addition to the town of Jackson (subdivision plat no. 1333); the centerline of said strip of land is more particularly described by metes and bounds as follows:
Beginning at a point that is 624.83 feet South and 558.28 feet West of the Center ¼ Corner of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian; thence S. 87°37'20" E. 41.68 feet to the terminus of said centerline.
The above described strip of land contains 416.8 square feet in area or 0.01 of an acre more or less.

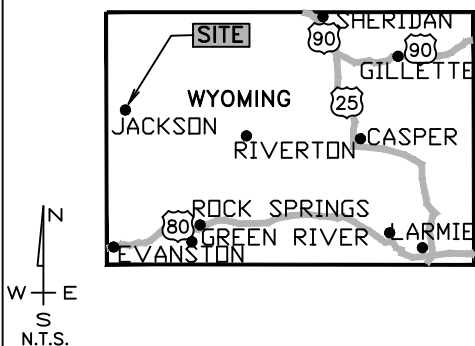
AU1 ACCESS AND UTILITY EASEMENT LAND DESCRIPTION

KEYED NOTES

- (A) FOUND BRASS CAP MARKING THE CENTER ¼ CORNER SEC. 34 T.41N. R.116W. 6TH PRINCIPAL MERIDIAN, TETON COUNTY WY. [HELD FOR ORIGIN OF SURVEY]
- (B) NORTH ¼ CORNER SEC. 34 T.41N. R.116W. 6TH PRINCIPAL MERIDIAN, TETON COUNTY WY. (FOUND 1965 BRASS CAP REFERENCE MONUMENT 31.00' S25°06'22"E OF TRUE CORNER) [HELD TRUE CORNER POSITION FOR ALIGNMENT]



REGIONAL MAP:



PARENT PARCEL OWNER:

SNOW KING MOUNTAIN RESORT LLC

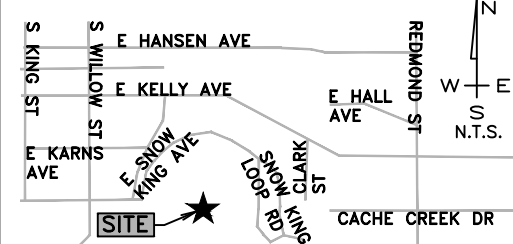
575 S. Willow Street, Jackson WY 83001

CONTACT INFORMATION:
RYAN STANLEY
PHONE: 970-531-0831

PUBLIC RECORD PARCEL I.D.:

22-41-16-34-2-00-014

VICINITY MAP:



FEMA PUBLIC FLOOD MAP INFO:

ZONE: X PANEL: 56039C2907D DATE: 09/16/2015

FLOOD NOTE: AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

DRIVING DIRECTIONS:

TAKE W MCMILLAN RD TO ID-55 (0.6 MI), FOLLOW I-84 E, US-20 E, AND US-26 E TO ID-31 E/PINE CREEK RD IN SWAN VALLEY (308 MI), TAKE WY-22 E TO US-191 IN TETON COUNTY (43.9 MI), TURN LEFT ONTO US-191 N/US-26E/US-89 N (0.5 MI), DRIVE TO W SNOW KING AVE (1.4 MI) DESTINATION WILL BE ON THE RIGHT.

SURVEYOR'S NARRATIVE:

It is the intent of this map and the survey on which it is based is to represent the perimeter lines of the Parent Parcel and the location of the proposed lease area and Access/Utility easements within the parent parcel. Property corners and other survey markers, monuments or evidence that were found at the time of this survey are drawn and noted accordingly.

SURVEYOR'S NOTE & CERTIFICATION:

This "Lease Area Survey" is based on an actual field survey performed by me or under my direction. It correctly depicts existing, readily visible improvements and the perimeter of the parent parcel was verified from field and record information. This "Lease Area Survey" is not a Boundary Survey of the Parent Parcel and this Survey was developed to support the communications facility plan set named hereon.

I, James D. Pitkin, of Murray, Utah, do hereby certify that this Lease Area Map as prepared from field notes taken during an actual survey made under my direct supervision by CIS Professional Land Surveying, for whose work I stand personally responsible, on (7/3/17), that this map correctly shows the results of said survey and that this map represents the positions of the monuments and lines as found at the time of said survey; and that it is a correct and accurate representation of said survey to the best of my knowledge and belief.



Mona, UT
(435)660-0816
cory@cispls.com

PROFESSIONAL LAND SURVEYING

JAMES D. PITKIN WY P.L.S. #10111 04/26/18

BASIS OF BEARING AND DATUM NOTE:

- All distances are at ground in US survey feet and all bearings are Grid based upon the Wyoming Coordinate System 1983, Wyoming West Zone. (NAD83)
- Survey Performed with a Survey Grade Trimble GPS receiver and computed using the National Geodetic Survey Online Positioning User Service.
Geodetic Position of Control Monument is:
LATITUDE: 43°28'20.56094"N
LONGITUDE: 110°45'08.47729"W
APPROX. ELLIPSOID HEIGHT: 6370± sft
(NOT 1A COORDINATES - SEE SEPARATE CERTIFICATION)
HORZ. DATUM NAD83 VERT. DATUM NAVD88 [GEOID12B]

GRID POSITION (SURVEY FT)
NORTHING:
1411899.65sft
EASTING:
2447076.54sft
ELEVATION:
6400± sft

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REV.	DESCRIPTION	DATE	BY	CHK
A	90% PRELIMINARY FOR CLIENT REVIEW ONLY	7/07/17	CIS	CIS
B	UPDATED UE2 AND ADDED ACCESS ROUTE	04/26/18	CKS	CIS
C	FINAL REVIEW AND SURVEYOR'S CERTIFICATION			

PROJECT NAME:

VERIZON
WY3 SK COASTER 1

PROJECT ADDRESS:

402 E SNOW KING AVENUE
JACKSON CITY
TETON COUNTY
WYOMING

TITLE REPORT REVIEW CERTIFICATION

THIS IS TO CERTIFY THAT THE EXCEPTIONS LISTED IN SCHEDULE B PART II OF THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED --/--/2017 BY FIRST AMERICAN TITLE INSURANCE COMPANY (FILE No. ____-____) HAVE BEEN REVIEWED BY THE SURVEYOR. IF ANY OF THEM AFFECT THE VERIZON WIRELESS PROPOSED LEASE AREA(S) THEY ARE PLOTTED (if locatable) AND NOTED ACCORDINGLY HEREON.

DATE OF SURV.: 8/2/17

DESIGNED FOR:

verizon

12877 W MCMILLAN RD.
BOISE, ID 83713

DESIGNED BY:

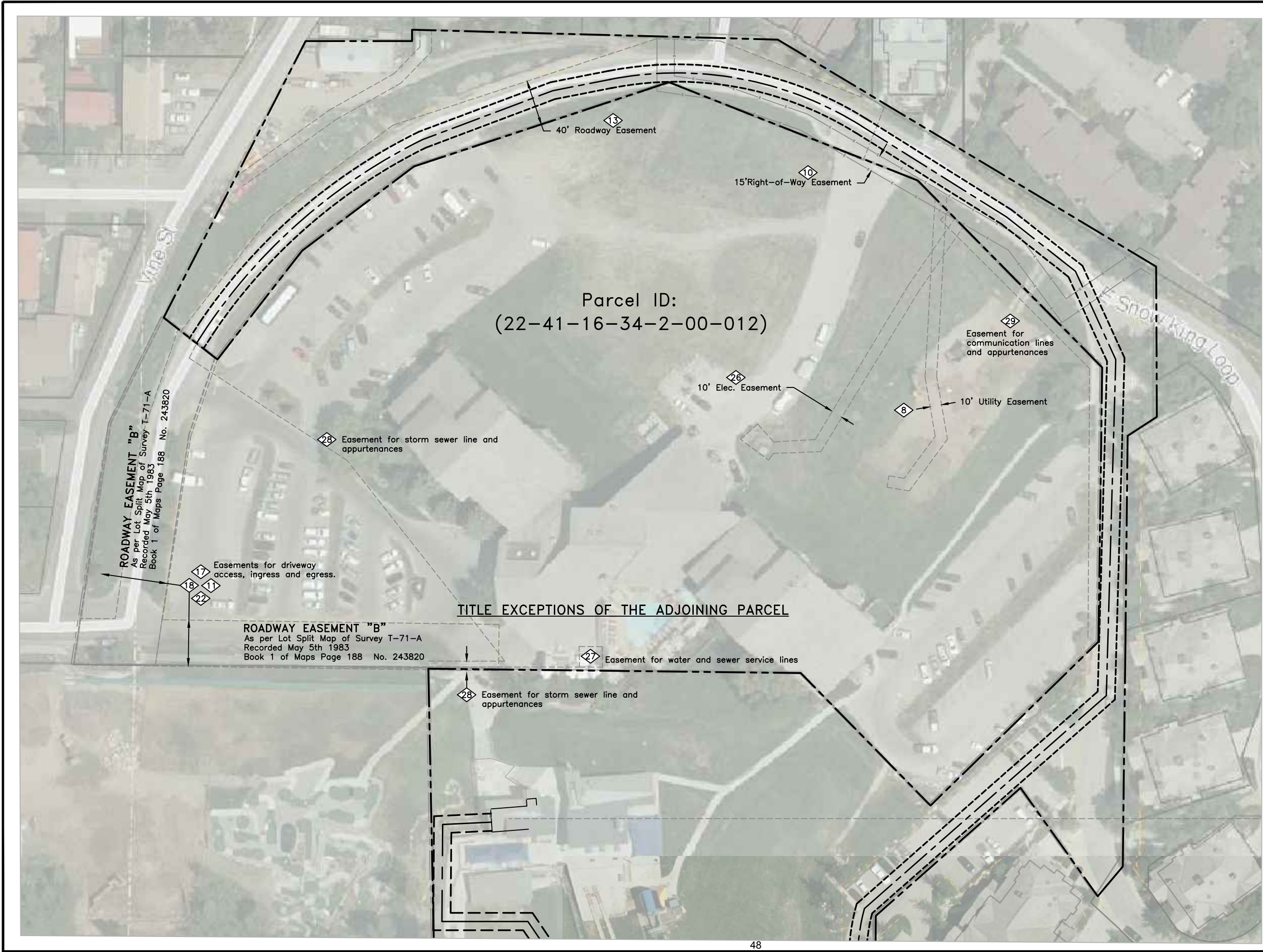
J5 INFRASTRUCTURE
PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

SHEET TITLE:

SURVEY NOTES & REFERENCE
SURVEY CONTROL OVERVIEW
SITE PLAN OVERVIEW

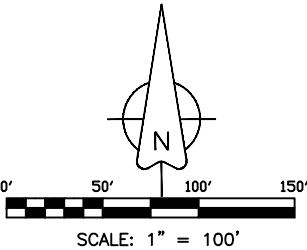
J5 SITE I.D.: VZ WY3 SK COASTER 1

SHEET INFO.: Sheet 1 of 3 SU1



EXCEPTIONS FROM TITLE REPORT
SCHEDULE B PART II
The following exceptions were locatable.
8 10 11 13 17 18 22 26
27 28 29

TITLE REPORT REVIEW CERTIFICATION
THIS IS TO CERTIFY THAT THE EXCEPTIONS LISTED IN SCHEDULE B PART II OF THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED 09/14/2017 BY FIRST AMERICAN TITLE INSURANCE COMPANY (Policy 1402.06(06-17-06)) HAVE BEEN REVIEWED BY THE SURVEYOR. THOSE THAT WERE LOCATABLE ARE PLOTTED AND NOTED ACCORDINGLY HEREON.



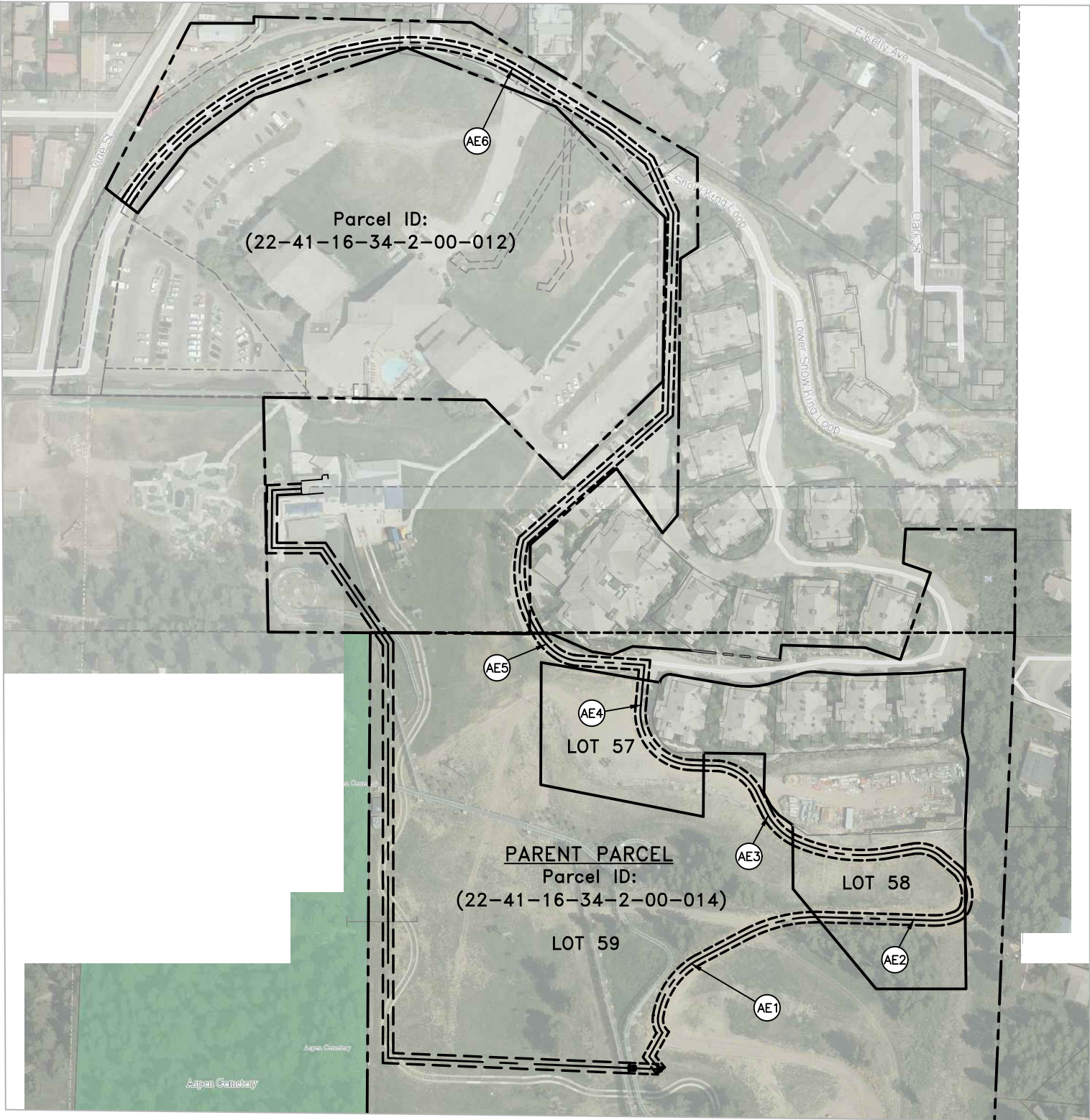
CIS
PROFESSIONAL LAND SURVEYING
Mona, UT (435)660-0816
cispls1@gmail.com

DESIGNED FOR:
verizon
12877 W MCMILLAN RD.
BOISE, ID 83713

DESIGNED BY:
J5 INFRASTRUCTURE PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

SHEET TITLE:
TITLE EXCEPTIONS
OF THE ADJOINING PARCEL

J5 SITE I.D.:	WY3 SK COASTER	
SHEET INFO.:	Sheet 2 of 3	SU2



A strip of land fifteen feet (15') wide for the purpose of providing access to a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said lease parcel comprising a portion of Lot 59 Grand View Lodges Third Addition to the town of Jackson (subdivision plat no. 1333); the centerline of said parcel is more particularly described by metes and bounds as follows:
Beginning at a point that is 4.72 feet North and 690.52 feet West of the Center ¼ Corner of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian; thence along a curve turning to the left with an arc length of 39.32 feet, a radius of 95.10 feet and a chord bearing and distance of S. 43°15'07" E. 39.04 feet, thence along a compound curve turning to the left with an arc length of 27.58 feet, a radius of 63.95 feet and a chord bearing and distance of S. 67°27'00" E. 27.36 feet, thence S. 86°17'55" E. 102.35 feet, thence S. 05°11'38" W. 21.43 feet to the terminus of said centerline.
The above described parcel of land contains 2,860.05 square feet in area or 0.066 of an acre more or less.

Ⓐ5 ACCESS EASEMENT 5 LAND DESCRIPTION

A strip of land fifteen feet (15') wide for the purpose of providing access to a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said lease parcel comprising a portion of Tract A as shown on Map T-71-a as recorded in the office of the Teton County Clerk; the centerline of said parcel is more particularly described by metes and bounds as follows:
Beginning at a point that is 627.97 feet North and 1288.41 feet West of the Center ¼ Corner of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian; thence N. 33°02'36" E. 17.08 feet, thence along a curve turning to the right with an arc length of 248.76 feet, a radius of 482.69 feet and a chord bearing and distance of N. 49°00'07" E. 246.01 feet, thence N. 69°24'12" E. 120.25 feet, thence N. 78°54'03" E. 50.54 feet, thence along a curve turning to the right with an arc length of 226.07 feet, a radius of 300.00 feet and a chord bearing and distance of S. 79°30'41" E. 220.75 feet, thence S. 57°55'26" E. 147.90 feet, thence S. 51°44'59" E. 75.84 feet, thence S. 24°32'43" E. 83.78 feet, thence S. 01°36'43" W. 290.24 feet, thence S. 48°38'45" W. 278.33 feet, thence along a curve turning to the left with an arc length of 132.95 feet, a radius of 166.07 feet and a chord bearing and distance of S. 07°40'46" E. 129.43 feet, thence along a compound curve turning to the left with an arc length of 7.80 feet, a radius of 95.10 feet and a chord bearing and distance of S. 29°03'26" E. 7.80 feet to the terminus of said centerline.
The above described parcel of land contains 25,192.95 square feet in area or 0.578 of an acre more or less.

Ⓐ6 ACCESS EASEMENT 6 LAND DESCRIPTION

A strip of land fifteen feet (15') wide for the purpose of providing access to a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said lease parcel comprising a portion of Lot 59 Grand View Lodges Third Addition to the town of Jackson (subdivision plat no. 1333); the centerline of said parcel is more particularly described by metes and bounds as follows:
Beginning at a point that is 628.59 feet South and 512.73 feet West of the Center ¼ Corner of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian; thence N. 39°36'09" W. 26.55 feet, thence N. 29°11'54" E. 39.65 feet, thence along a curve turning to the right with an arc length of 25.52 feet, a radius of 30.34 feet and a chord bearing and distance of N. 14°35'24" W. 24.77 feet, thence along a compound curve turning to the right with an arc length of 103.80 feet, a radius of 115.02 feet and a chord bearing and distance of N. 35°24'39" E. 100.31 feet, thence N. 62°11'39" E. 77.93 feet, thence along a curve turning to the right with an arc length of 106.28 feet, a radius of 219.27 feet and a chord bearing and distance of N. 76°01'12" E. 105.24 feet to the terminus of said centerline.
The above described parcel of land contains 5,695.95 square feet in area or 0.131 of an acre more or less.

Ⓐ1 ACCESS EASEMENT 1 LAND DESCRIPTION

A strip of land fifteen feet (15') wide for the purpose of providing access to a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said lease parcel comprising a portion of Lot 58 Grand View Lodges Third Addition to the town of Jackson (subdivision plat no. 1333); the centerline of said parcel is more particularly described by metes and bounds as follows:
Beginning at a point that is 293.60 feet South and 321.60 feet West of the Center ¼ Corner of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian; thence along a curve turning to the left with an arc length of 142.73 feet, a radius of 230.14 feet and a chord bearing and distance of S. 81°59'38" E. 140.45 feet, thence N. 80°18'28" E. 34.08 feet, thence along a curve turning to the right with an arc length of 43.89 feet, a radius of 49.84 feet and a chord bearing and distance of S. 75°12'56" E. 42.48 feet, thence S. 49°59'23" E. 33.78 feet, thence along a curve turning to the right with an arc length of 53.96 feet, a radius of 53.28 feet and a chord bearing and distance of S. 11°42'09" E. 51.69 feet, thence along a compound curve turning to the right with an arc length of 20.30 feet, a radius of 23.05 feet and a chord bearing and distance of S. 42°32'18" W. 19.65 feet, thence along a compound curve turning to the right with an arc length of 33.56 feet, a radius of 80.38 feet and a chord bearing and distance of S. 79°43'37" W. 33.32 feet, thence N. 88°18'39" W. 169.89 feet to the terminus of said centerline.
The above described parcel of land contains 7,982.85 square feet in area or 0.183 of an acre more or less.

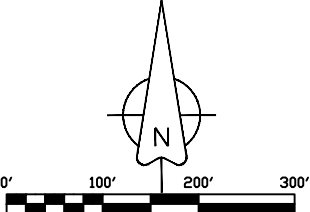
Ⓐ2 ACCESS EASEMENT 2 LAND DESCRIPTION

A strip of land fifteen feet (15') wide for the purpose of providing access to a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said lease parcel comprising a portion of Lot 59 Grand View Lodges Third Addition to the town of Jackson (subdivision plat no. 1333); the centerline of said parcel is more particularly described by metes and bounds as follows:
Beginning at a point that is 186.46 feet South and 450.65 feet West of the Center ¼ Corner of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian; thence S. 88°28'27" E. 21.41 feet, thence along a curve turning to the right with an arc length of 70.69 feet, a radius of 70.90 feet and a chord bearing and distance of S. 54°59'51" E. 67.80 feet, thence S. 26°25'58" E. 27.75 feet, thence along a curve turning to the left with an arc length of 59.50 feet, a radius of 91.02 feet and a chord bearing and distance of S. 42°52'15" E. 58.44 feet to the terminus of said centerline.
The above described parcel of land contains 2,690.10 square feet in area or 0.062 of an acre more or less.

Ⓐ3 ACCESS EASEMENT 3 LAND DESCRIPTION

A strip of land fifteen feet (15') wide for the purpose of providing access to a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said lease parcel comprising a portion of Lot 57 Grand View Lodges Third Addition to the town of Jackson (subdivision plat no. 1333); the centerline of said parcel is more particularly described by metes and bounds as follows:
Beginning at a point that is 62.15 feet South and 538.30 feet West of the Center ¼ Corner of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian; thence S. 05°11'38" W. 37.05 feet, thence along a curve turning to the left with an arc length of 127.54 feet, a radius of 75.78 feet and a chord bearing and distance of S. 39°50'04" E. 113.01 feet, thence S. 88°03'03" E. 18.62 feet to the terminus of said centerline.
The above described parcel of land contains 2,748.15 square feet in area or 0.063 of an acre more or less.

Ⓐ4 ACCESS EASEMENT 4 LAND DESCRIPTION



SCALE: 1" = 200'



DESIGNED FOR:



DESIGNED BY:



SHEET TITLE:

ACCESS EASEMENT

J5 SITE I.D.:	WY3 SK COASTER
SHEET INFO.:	Sheet 3 of 3
	SU3

PREPARED FOR:

verizon
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84081

1A CERTIFICATION LETTER

FOR
VERIZON WIRELESS
FACILITY KNOWN AS:
WY3 SK COASTER 1, X Sector
TETON COUNTY, WYOMING

ELEVATION REPORT:

NAVD88 - GROUND ELEVATION: 6541 sft
[ELEVATION METERS]: 1993.623 m

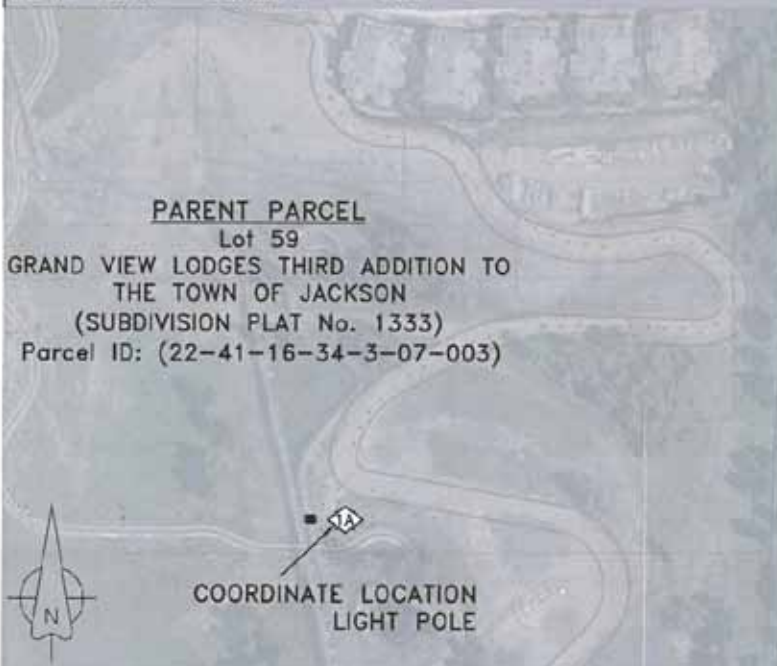
LEGAL DESCRIPTION:

626.6 FEET SOUTH AND 514.72
FEET WEST OF THE CENTER ¼
CORNER OF SECTION 34, T.41N.
R.116W, 6TH PRINCIPAL MERIDIAN,
TETON COUNTY WY.

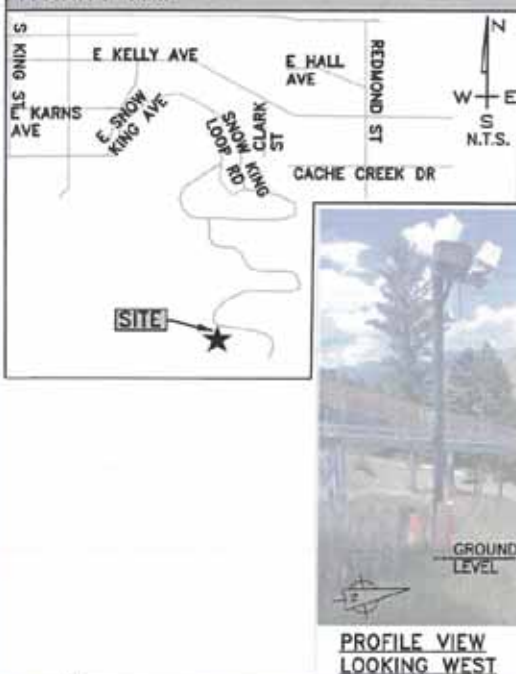
SITE LOCATION:

SITE IS LOCATED AT:
402 E SNOW KING AVENUE
JACKSON CITY,
TETON COUNTY, WYOMING.

PLAN VIEW: SCALE 1" = 200'



VICINITY MAP



BASIS OF GEODETIC COORDINATES:

- (1) HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83) [PRIMARY] EXPRESSED IN DEGREES (°) MINUTES (') AND SECONDS (") AND CARRIED TO THE 100TH OF A SECOND, AND ALSO EXPRESSED IN DEGREES AND DECIMAL DEGREES.
- (2) VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) EXPRESSED IN U.S. SURVEY FEET AND METERS (METER EQUIVALENT TO 39.37 INCHES).
- (3) NAD83 GEODETIC DATA SHOWN HEREON WAS DERIVED FROM AND IS TIED TO THE NATIONAL GEODETIC SURVEY, NATIONAL C.O.R.S. VIA THE O.P.U.S. UTILITY AND/OR TRIMBLE GEOMATICS SOFTWARE.

GEODETIC COORDINATES:

NAD 83: 43°28'14.34" N
110°45'15.41" W
DECIMAL
DEGREES: 43.47065°N
110.754281°W

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE GEO-
DETIC COORDINATES REPORTED
HEREON ARE ACCURATE AND
MEET FAA/FCC REPORTING RE-
QUIREMENTS OF 1A: FIFTEEN
FEET (15') HORIZONTALLY AND
THREE FEET (3') VERTICALLY.

DATE OF SURV.:

8/16/17



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SOLE PROPERTY OF J5 INFRASTRUCTURE PARTNERS AND PRODUCED FOR
THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE
INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT
THE WRITTEN CONSENT BY J5 INFRASTRUCTURE PARTNERS.

PREPARED BY:

CIS
PROFESSIONAL LAND SURVEYING

JAMES D. PITKIN WY P.L.S. #10111 11/02/17

(435)660-0816
cory@cispis.com

J5 INFRASTRUCTURE
PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

DESIGNED FOR:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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CONSENT OF J5 INFRASTRUCTURE PARTNERS, LLC.

J5 INFRASTRUCTURE
PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

REV	DESCRIPTION	DATE	BY	CHK
D	REVISED TO 24X36 TEMPLATE	11/6/17	MDA	-
E	REVISED PER COMMENTS	11/15/17	MDA	-
F	REVISED PER UPDATED SURVEY	3/21/18	MDA	-
G	REVISED PER FIBER COORD & UPDATED SU/1A	5/8/18	MDA	-
H	REVISED PER UPDATED SURVEY	8/23/18	MDA	-

PRELIMINARY
FOR LEASING/ZONING

PROJECT NAME:

WY3 SK COASTER 1
PROPOSED 29'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
LIGHT POLE REPLACEMENT

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

1A CERTIFICATION LETTER

SAVE DATE:

8/23/2018 4:54 PM

SHEET NUMBER:

SU4

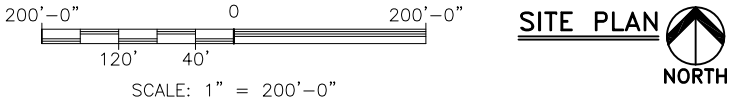
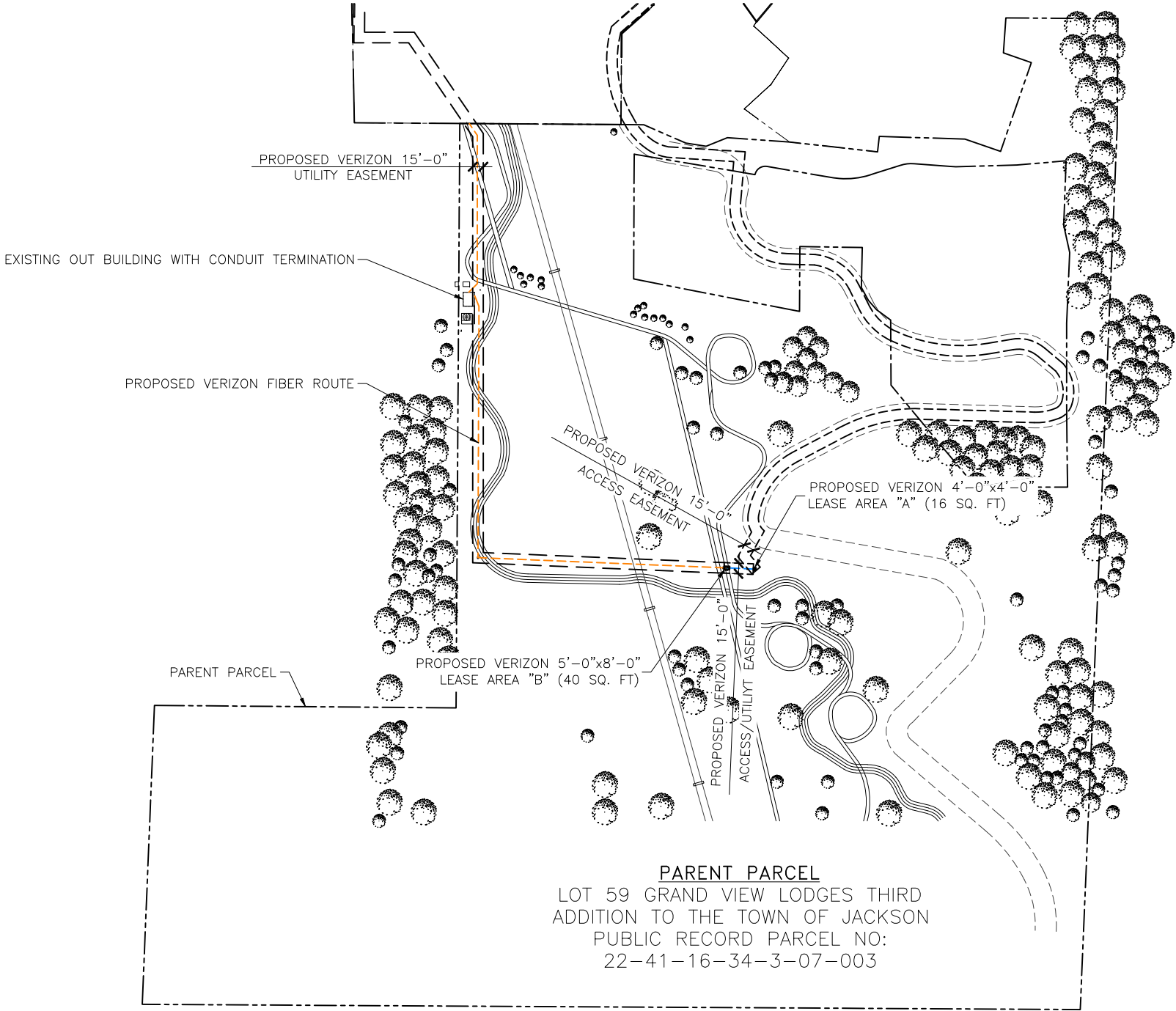
SITE NOTES:	
1.	PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES.
2.	INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.

SETBACK TABLE:		
	LEASE AREA "A" BOUNDARY TO PARENT PROPERTY LINE	LEASE AREA "B" BOUNDARY TO PARENT PROPERTY LINE
NORTH	~608'	~610'
SOUTH	~621'	~621'
EAST	~486'	~524'
WEST	~422'	~380'

DESIGNED FOR:


3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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DESIGNED BY:		J5 INFRASTRUCTURE PARTNERS, LLC		AZ - CA - CO - ID - NM - NV - TX - UT	
REV	DESCRIPTION	DATE	BY	CHK	
D	REVISED TO 24X36 TEMPLATE	11/6/17	MDA	-	-
E	REVISED PER COMMENTS	11/15/17	MDA	-	-
F	REVISED PER UPDATED SURVEY	3/21/18	MDA	-	-
G	REVISED PER FIBER COORD & UPDATED SU/TA	5/8/18	MDA	-	-
H	REVISED PER UPDATED SURVEY	8/23/18	MDA	-	-

PRELIMINARY
FOR LEASING/ZONING

PROJECT NAME:	WY3 SK COASTER 1 PROPOSED 29'-0" LIGHT POLE (OVERALL HEIGHT: 30'-0" A.G.L.) LIGHT POLE REPLACEMENT
PROJECT ADDRESS:	402 E. SNOW KING AVENUE JACKSON, WY 83001 TETON COUNTY
SHEET TITLE:	SITE PLAN
SAVE DATE:	8/23/2018 4:54 PM
SHEET NUMBER:	Z1

PENETRATIONS

RRH/BBU

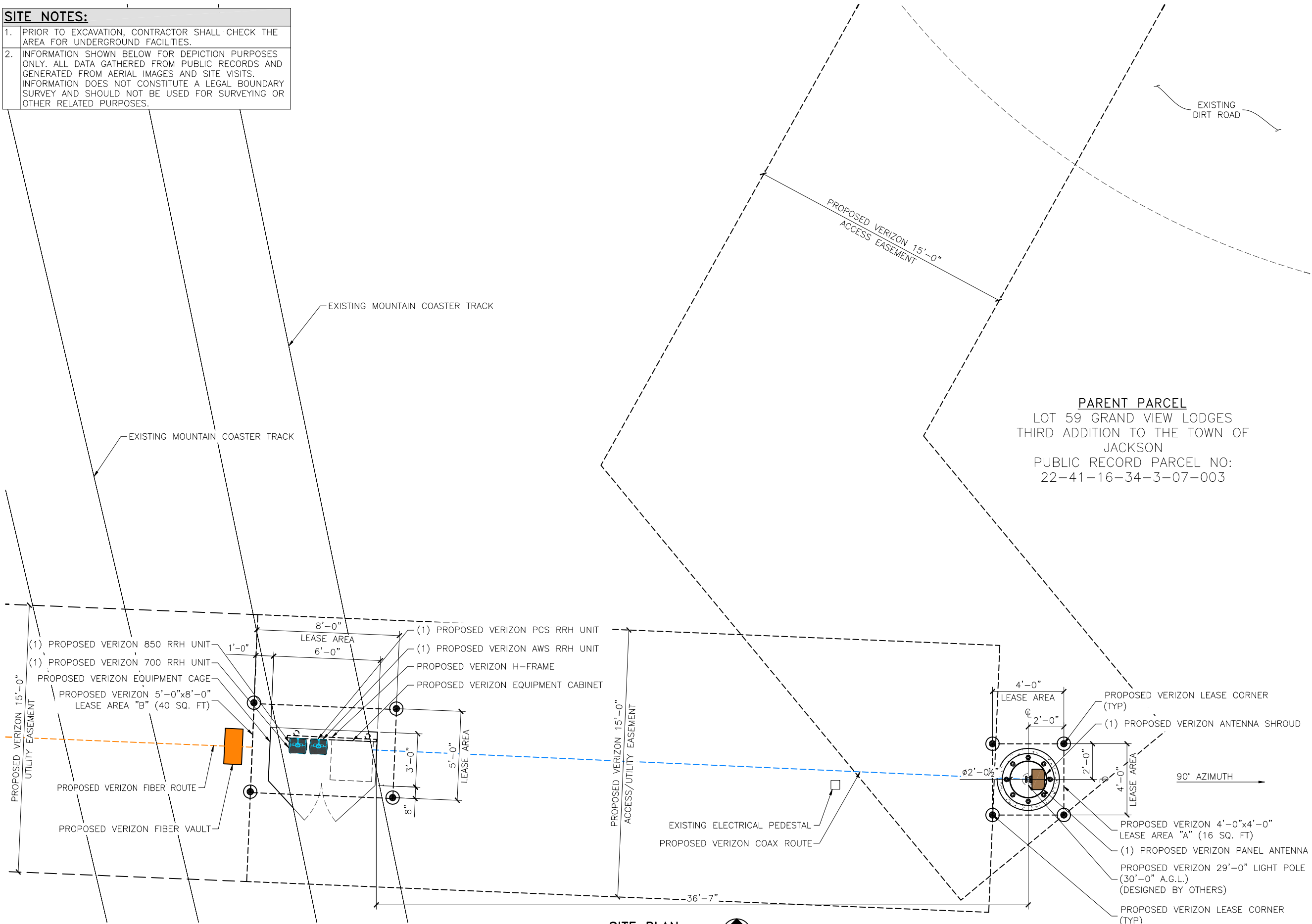
ANTENNAS

FIBER

POWER/GROUNDING

HYBRID/COAX

- SITE NOTES:**
1. PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES.
 2. INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.



SITE PLAN
SCALE: 3/16" = 1'-0"
NORTH
52

DESIGNED FOR:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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J5 INFRASTRUCTURE PARTNERS, LLC		AZ - CA - CO - ID - NM - NV - TX - UT	
REV	DESCRIPTION	DATE	CHK
D	REVISED TO 24X36 TEMPLATE	11/6/17	MDA
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F	REVISED PER UPDATED SURVEY	3/21/18	MDA
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H	REVISED PER UPDATED SURVEY	8/23/18	MDA

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FOR LEASING/ZONING

PROJECT NAME:

WY3 SK COASTER 1
PROPOSED 29'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
LIGHT POLE REPLACEMENT

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

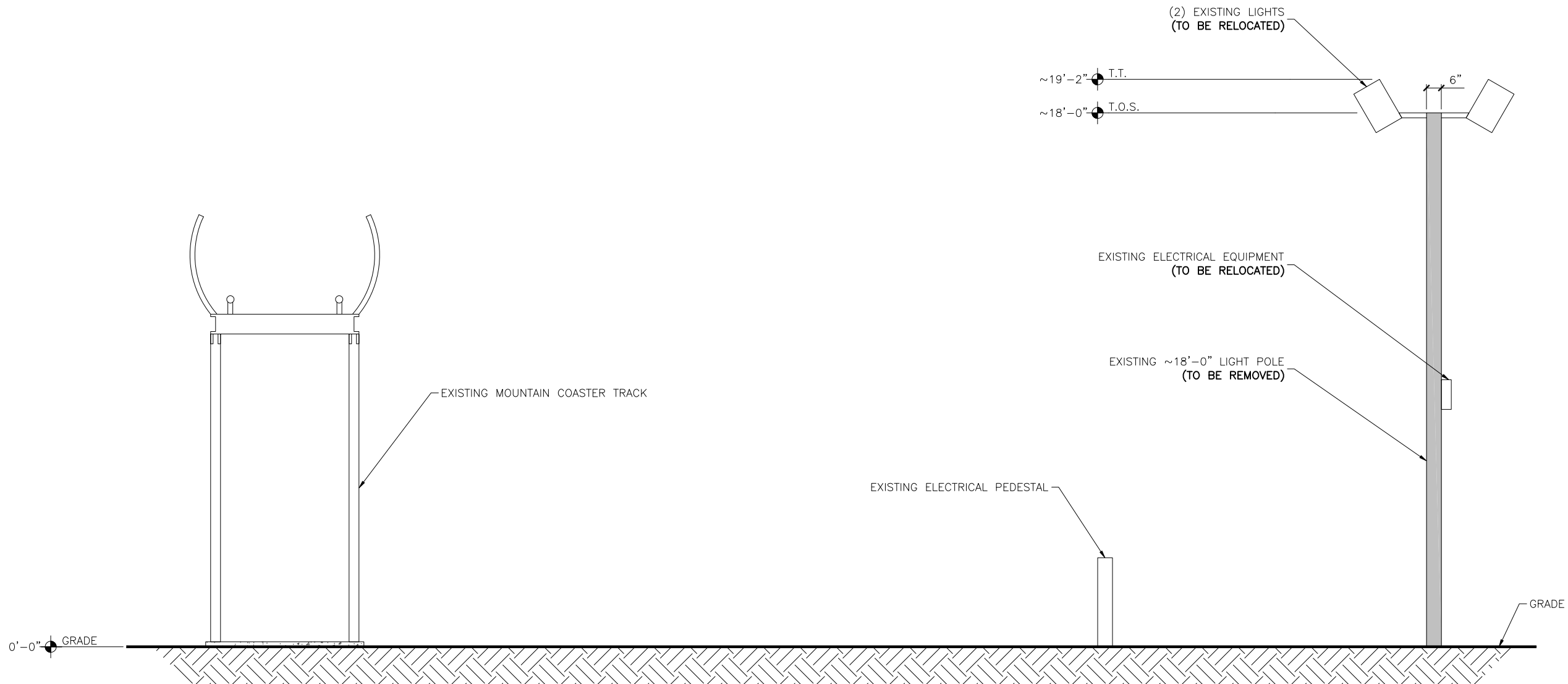
ENLARGED
SITE PLAN

SAVE DATE:

8/23/2018 4:54 PM

SHEET NUMBER:

22



KEY:	
C.O.R. =	CENTER OF RADIATION
A.L. =	ATTACHMENT LEVEL
B.T. =	BOTTOM TIP LEVEL
T.T. =	TOP TIP LEVEL
A.G.L. =	ABOVE GRADE LEVEL
B.O.B.P. =	BOTTOM OF BASE PLATE

DESIGNED FOR:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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DESIGNED BY:		J5 INFRASTRUCTURE PARTNERS		AZ - CA - CO - ID - NM - NV - TX - UT	
REV	DESCRIPTION	DATE	BY	CHK	
D	REVISED TO 24X36 TEMPLATE	11/6/17	MDA	-	-
E	REVISED PER COMMENTS	11/15/17	MDA	-	-
F	REVISED PER UPDATED SURVEY	3/21/18	MDA	-	-
G	REVISED PER FIBER COORD & UPDATED SU/TA	5/8/18	MDA	-	-
H	REVISED PER UPDATED SURVEY	8/23/18	MDA	-	-

PRELIMINARY
FOR LEASING/ZONING

PROJECT NAME:

WY3 SK COASTER 1
PROPOSED 29'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
LIGHT POLE REPLACEMENT

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

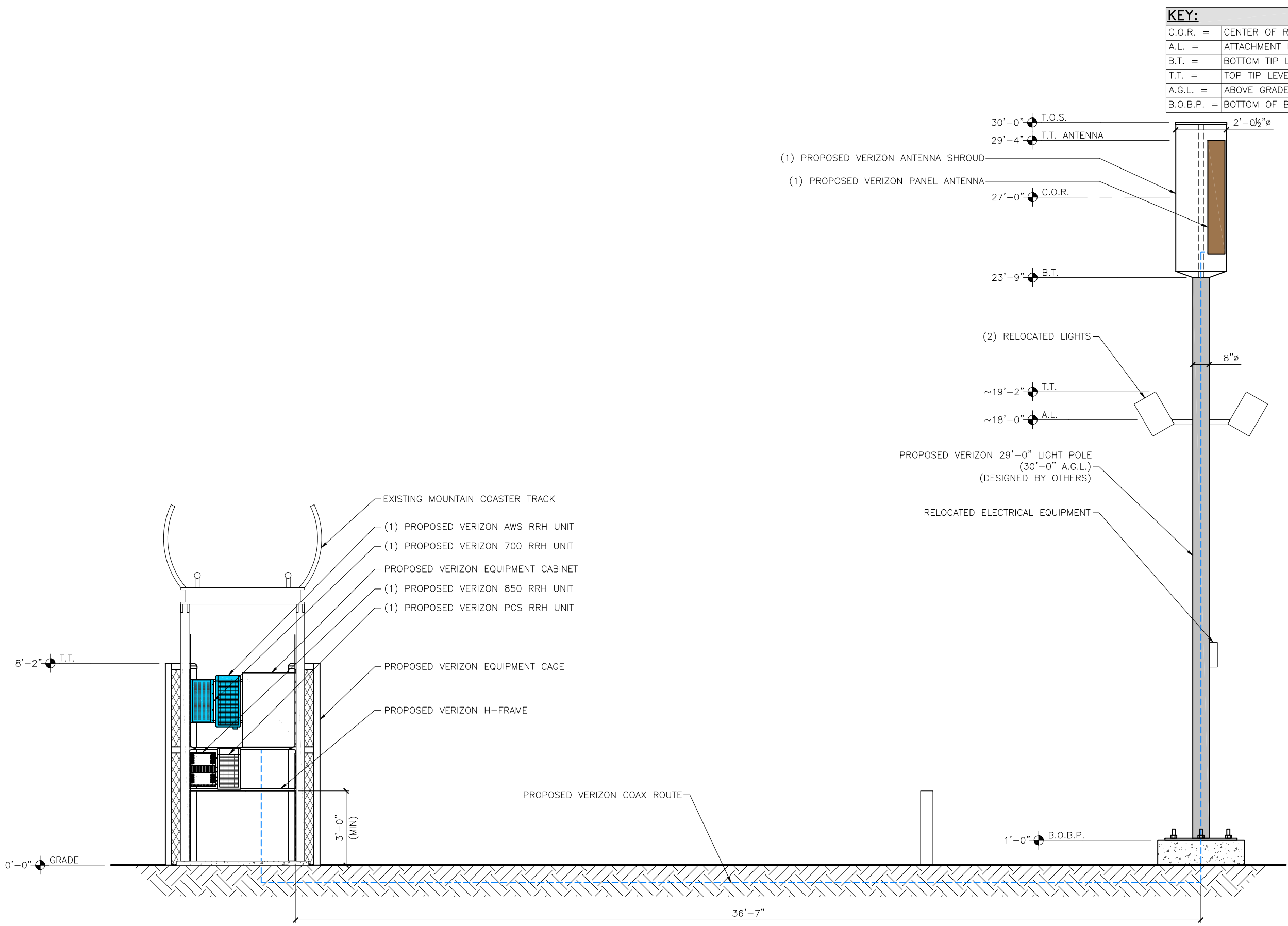
EXISTING ELEVATION

SAVE DATE:

8/23/2018 4:54 PM

SHEET NUMBER:

Z3



KEY:	
C.O.R. =	CENTER OF RADIATION
A.L. =	ATTACHMENT LEVEL
B.T. =	BOTTOM TIP LEVEL
T.T. =	TOP TIP LEVEL
A.G.L. =	ABOVE GRADE LEVEL
B.O.B.P. =	BOTTOM OF BASE PLATE

DESIGNED FOR:


3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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J5 INFRASTRUCTURE PARTNERS, LLC		AZ - CA - CO - ID - NM - NV - TX - UT	
REV	DESCRIPTION	DATE	CHK
D	REVISED TO 24X36 TEMPLATE	11/6/17	MDA
E	REVISED PER COMMENTS	11/15/17	MDA
F	REVISED PER UPDATED SURVEY	3/21/18	MDA
G	REVISED PER FIBER COORD & UPDATED SU/TA	5/8/18	MDA
H	REVISED PER UPDATED SURVEY	8/23/18	MDA

PRELIMINARY
FOR LEASING/ZONING

PROJECT NAME:

WY3 SK COASTER 1
PROPOSED 29'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
LIGHT POLE REPLACEMENT

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

PROPOSED ELEVATION

SAVE DATE:

8/23/2018 4:54 PM

SHEET NUMBER:

Z4

PROPOSED SOUTH ELEVATION
SCALE: N.T.S.

ACCESS EASEMENT	REV	DESCRIPTION	DATE	BY	DESIGNED FOR:
	A	PRELIMINARY – FOR LEASING & ZONING	8/24/17	MDA	verizon 3131 SOUTH VAUGHN WAY, SUITE 550 AURORA, COLORADO 80018 THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF J5 INFRASTRUCTURE PARTNERS, LLC AND PRODUCED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS, LLC.
	B	REVISED PER COMMENTS	9/12/17	MDA	
	C	REVISED PER COMMENTS	9/25/17	MDA	
	D	ADDED ACCESS/UTILITY EASEMENT AND UPDATED SURVEY	11/6/17	MDA	
E	REVISED PER RF COMMENTS	11/15/17	MDA		
UTILITY EASEMENT	F	REVISED PER UPDATED SURVEY	3/9/18	MDA	J5 INFRASTRUCTURE PARTNERS AZ - CA - CO - ID - NM - NV - TX - UT
	F	REVISED PER UPDATED SURVEY AND SITE AQ COMMENTS	3/16/18	MDA	
	F	REVISED PER COMMENTS	3/21/18	MDA	
	G	REVISED PER FIBER COORDINATION AND UPDATED SU/1A	5/8/18	MDA	
LEASE AREA	H	REVISED PER UPDATED SU	8/23/18	MDA	DESIGNED BY:
PENETRATIONS					PRELIMINARY FOR LEASING/ZONING
RRH/BBU					PROJECT NAME:
ANTENNAS					WY3 SK COASTER 1 PROPOSEED 29'-0" LIGHT POLE (OVERALL HEIGHT: 30'-0" A.G.L.) LIGHT POLE REPLACEMENT
FIBER					PROJECT ADDRESS:
POWER/GROUNDING					402 E. SNOW KING AVENUE JACKSON, WY 83001 TETON COUNTY
HYBRID/COAX					SHEET TITLE:
				SAVE DATE:	
				8/23/2018 4:54 PM	
				SHEET NUMBER:	
				PHS	

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (this "Amendment") is made and entered into as of the 28 day of Sept., 2021, by and between Snow King Mountain Resort, LLC, a Wyoming limited liability company ("LESSOR"), and CommNet Cellular Inc. d/b/a Verizon Wireless ("LESSEE").

RECITALS:

WHEREAS, LESSOR and LESSEE entered into a Land Lease Agreement, dated October 18, 2018 (the "Agreement"); and

WHEREAS, in order to reflect the location of the access easement on the Property, as utilized by LESSEE and intended by LESSOR, LESSOR has requested, and LESSEE has agreed, to amend the Agreement to reflect the corrected location of the non-exclusive access easement included in the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Any capitalized terms used in this Amendment that are not defined herein shall have the meanings given those terms in the Agreement.
2. Exhibit "B". Exhibit "B" to the Agreement is hereby supplemented to replace the descriptions of the access easements across Lots 57, 58, and 59 with the access easement as described and shown on Exhibit "B" (First Amendment), attached hereto and incorporated by reference herein. All references in Exhibit "B" to Access Easement 1, Access Easement 2, Access Easement 3, Access Easement 4, and Access Easement 5 are hereinafter replaced with the description contained in Exhibit "B" (First Amendment). For all purposes under the Agreement, all references to Exhibit "B" shall hereinafter also include Exhibit "B" (First Amendment).
3. Title. LESSOR covenants that LESSEE, on paying the Rent and performing all covenants and obligations under the Agreement, shall peaceably and quietly have, hold and enjoy the Premises, including but not limited to the access easement as described in Exhibit "B" (First Amendment). LESSOR represents and warrants to LESSEE as of the date of this Amendment, and covenants during the Term, that LESSOR has full authority to enter into and execute this Amendment and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's use of the said access easement.
4. Continued Effect. Except as specifically amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the

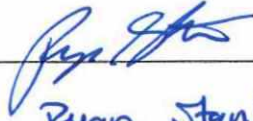
event of a conflict between any terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. Except where otherwise expressly indicated herein, the terms and provisions of this Amendment shall be deemed effective from and after the date of this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to Land Lease Agreement the day and year first written above.

LESSOR:

Snow King Mountain Resort, LLC,
a Wyoming limited liability company

By: 
Name: Ryan Stanley
Title: President
Date: Sept 28, 2021

LESSEE:

CommNet Cellular Inc.
d/b/a Verizon Wireless

By: 
Print Name: Debbie Lutz
Title: Senior Manager Network Real Estate
Date: September 27, 2021

EXHIBIT "B" (FIRST AMENDMENT)

SITE PLAN OF THE PREMISES

See attached description of LESSEE's access easement
(replacing Access Easement 1 through Access Easement 5)

A strip of land thirty foot wide for the purpose of providing access to a telecommunications equipment lease area, located within Lot 59 of Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333, and described within Warranty Deed, document no. 0940923, records of the Clerk of Teton County, Wyoming and being located in the NE ¼ SW ¼ of Section 34, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said 30-foot-wide easement being 15 feet each side of the following described centerline;

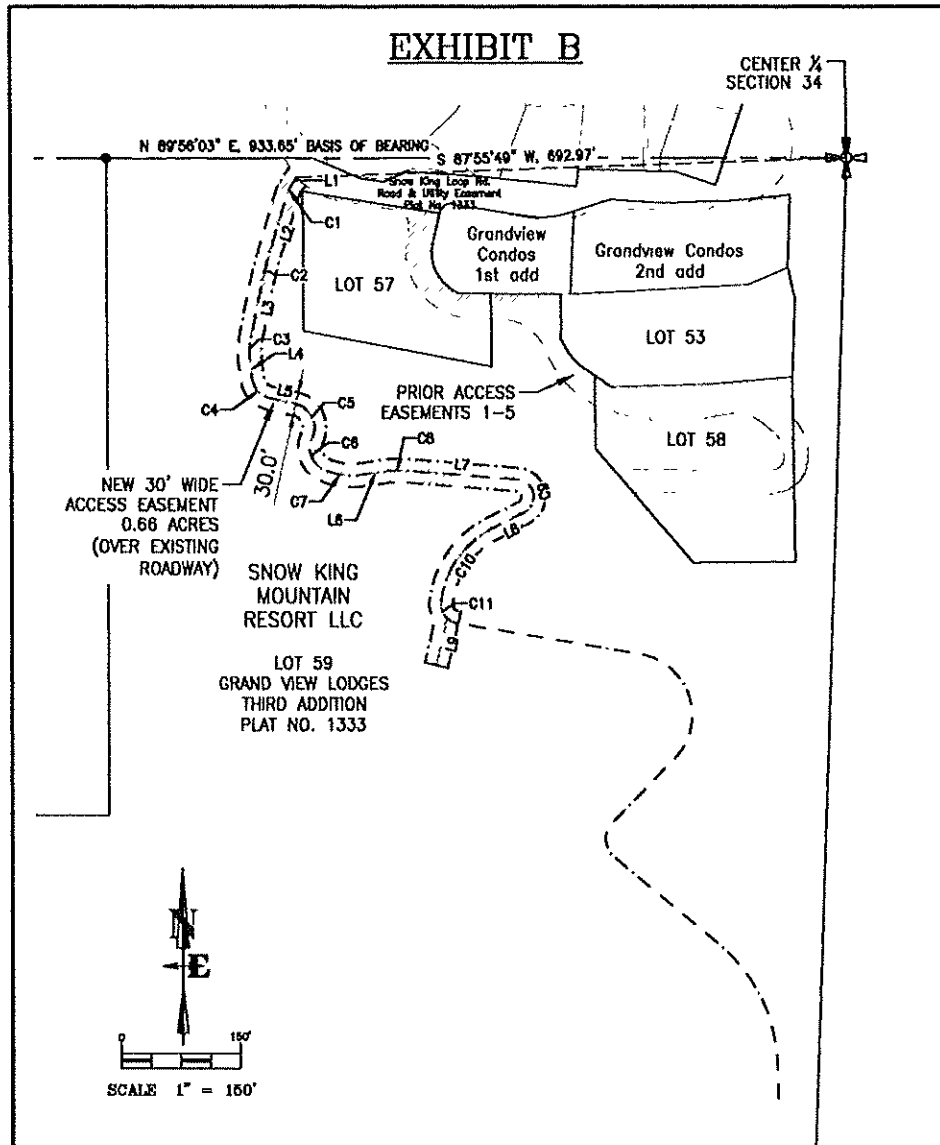
Beginning at a point on the southerly Road & Utility Easement as shown on Said Plat No. 1333 and being S 87°55'49" W, a distance of 692.97 feet from the Center Quarter Corner of Said Section 34;

Thence S34°40'26" W, a distance of 10.51 feet to a circular curve to the left;
Thence along said curve having a radius of 50.00 feet, a chord of 15.57 feet, bearing S25°43'01" W, through a central angle of 17°54'50", an arc distance of 15.63 feet;
Thence S16°45'36" W, a distance of 92.61 feet to a circular curve to the left;
Thence along said curve having a radius of 150.00 feet, a chord of 12.92 feet, bearing S14°17'33" W, through a central angle of 04°56'06", an arc distance of 12.92 feet;
Thence S11°49'30" W, a distance of 79.07 feet to a circular curve to the left;
Thence along said curve having a radius of 100.00 feet, a chord of 31.44 feet, bearing S02°46'54" W, through a central angle of 18°05'11", an arc distance of 31.57 feet;
Thence S06°15'41" E, a distance of 21.31 feet to a circular curve to the left;
Thence along said curve having a radius of 30.00 feet, a chord of 35.00 feet, bearing S41°56'49" E, through a central angle of 71°22'16", an arc distance of 37.37 feet;
Thence S77°37'57" E, a distance of 32.62 feet to a circular curve to the right;
Thence along said curve having a radius of 30.00 feet, a chord of 47.16 feet, bearing S25°48'58" E, through a central angle of 103°37'58", an arc distance of 54.26 feet to a compound curve to the left;
Thence along said curve having a radius of 30.00 feet, a chord of 42.70 feet, bearing S19°22'01" E, through a central angle of 90°44'05", an arc distance of 47.51 feet to a compound curve to the left;
Thence along said curve having a radius of 88.24 feet, a chord of 43.79 feet, bearing S80°08'38" E, through a central angle of 28°43'55", an arc distance of 44.25 feet;
Thence N81°20'35" E, a distance of 35.96 feet to a circular curve to the right;
Thence along said curve having a radius of 120.00 feet, a chord of 25.00 feet, bearing N88°32'19" E, through a central angle of 11°57'34", an arc distance of 25.05 feet;
Thence S85°28'54" E, a distance of 141.10 feet to a circular curve to the right;
Thence along said curve having a radius of 22.00 feet, a chord of 42.38 feet, bearing S11°04'05" E, through a central angle of 148°49'38", an arc distance of 57.15 feet;
Thence S63°20'44" W, a distance of 48.42 feet to a circular curve to the left;
Thence along said curve having a radius of 120.00 feet, a chord of 110.34 feet, bearing S34°01'12" W, through a central angle of 54°44'26", an arc distance of 114.65 feet to a compound curve to the left;
Thence along said curve having a radius of 24.00 feet, a chord of 21.96 feet, bearing S20°34'52" E, through a central angle of 54°27'41", an arc distance of 22.81 feet;
Thence S13°31'14" W, a distance of 60.50 feet to the end of this description.

The sidelines to be lengthened or shortened to terminate on described lines.

Said easement contains 0.68 acres, 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 for this description is N89°56'03" E along the North Line of the NE1/4 SW1/4 of Section 34.



CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	15.63	50.00	17°54'50"	S25°43'01"W	15.57
C2	12.92	150.00	4°56'08"	S14°17'33"W	12.92
C3	31.57	100.00	18°06'11"	S02°46'54"W	31.44
C4	37.37	30.00	71°22'16"	S41°56'49"E	36.00
C5	54.26	30.00	103°37'58"	S25°48'58"E	47.18
C6	47.51	30.00	50°44'05"	S19°22'01"E	42.70
C7	44.25	83.24	26°43'53"	S90°09'38"E	43.79
C8	25.05	120.00	11°57'34"	N56°32'19"E	25.00
C9	57.15	22.00	148°49'39"	S11°04'06"E	42.38
C10	114.65	120.00	54°44'26"	S34°01'12"W	110.34
C11	22.81	24.00	54°27'41"	S20°34'52"E	21.55

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S34°40'26"W	10.51
L2	S16°45'36"W	92.61
L3	S11°49'30"W	79.07
L4	S06°15'41"E	21.31
L5	S77°37'57"E	32.62
L6	N81°20'35"E	35.96
L7	S65°28'54"E	141.10
L8	S63°20'44"W	48.42
L9	S13°31'14"W	60.50

DRAWING NO 1	DRAWING TITLE SNOW KING MOUNTAIN RESORT ACCESS EASEMENT	NELSON ENGINEERING P.O. BOX 1600, JACKSON WYOMING (807) 758-2067	DATE 6/11/2011
JOB NO 10-282-01			APPROVED BY



4/30/25

To: Tyler Valentine, Senior Planner

Transmitted via email to: tvalentine@jacksonwy.gov

RE: Verizon Wireless SK Coaster 1 Site Located at: 402 E Snow King Avenue Jacson WY 83001

To Whom It May Concern,

We write to inform you that Verizon Wireless has performed a radio frequency (RF) compliance pre-construction evaluation for the above-noted proposed site and based on the result of the evaluation, the site will be compliant with FCC Guidelines.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@VerizonWireless.com.

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.

Contact Email	Emergency Contact Phone
vzw.mountain.rfsp@verizon.com	800-264-6620

Sincerely,

Jennifer Sedillo

Manager-RF System Design, Verizon



Conditional Use Permit Application Narrative

Date: April 30, 2025

To:

Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Subject: Request for Renewal of Conditional Use Permit for Verizon Wireless WY3 SK Coaster 1

To whom this may concern,

Verizon Wireless (VZW) respectfully requests approval to renew the Conditional Use Permit (CUP) originally granted on September 17, 2018 (Permit P18-163) for a wireless communication facility located on a light pole in the Planned Resort-Snow King (PR-SK) zoning district at Lot 59, Grand View Lodges, Third Addition, Snow King Resort, Jackson, Wyoming (Assessor Parcel No. 22-41-16-34-3-07-003). The original permit has expired, and the Town of Jackson has requested reapplication to maintain the facility's operation.

Project Overview

The WY3 SK Coaster 1 facility is a stealth wireless communication installation designed to enhance Verizon's Personal Communications Services (PCS) network. It addresses a critical coverage gap in the Town of Jackson, improving signal strength for an area approximately two to four miles in radius. The facility supports essential services, including wireless internet, data transmission, and emergency communications for first responders such as paramedics, firefighters, and law enforcement, thereby promoting public safety and welfare.

The existing infrastructure includes:

- A 30-foot light pole (replacing an 18-foot pole), 8 inches in diameter, with a 24-inch diameter shroud concealing a single antenna.
- A 3' x 6' equipment cage beneath the Snow King Resort coaster track, within a 5' x 8' leased space, screened with metal mesh to blend with the coaster structure.
- Access via an existing dirt service road on Snow King Mountain.



Justification for Renewal

Verizon Wireless identified this site through rigorous radio frequency (RF) engineering studies, considering population density, traffic patterns, and the region's challenging topography. No existing towers or facilities within the search area could accommodate VZW's coverage needs without significant visual impact. The light pole design was chosen to minimize visual intrusion while meeting technical requirements.

The facility is critical to maintaining Verizon's FCC-mandated service obligations under Title 47, Part 24.103 of the Code of Federal Regulations. Without this site, VZW would face:

- Disruption of network continuity.
- Compromised coverage in downtown Jackson, particularly during high-demand summer months.
- Inability to provide reliable service to residents, visitors, and public safety agencies.

Compliance with Town of Jackson LDRs

The facility adheres to Section 6.1.10.D.3.f (Wireless Communications Facilities) of the Town of Jackson's Land Development Regulations, as outlined below:

- **Stealth Design:** The antenna is fully concealed within a 24-inch shroud atop the light pole, blending seamlessly with the existing structure. The equipment cage is screened beneath the coaster track, ensuring the facility's purpose is not apparent to a reasonable observer.
- **Height:** The 30-foot light pole complies with the maximum height limit for standalone towers.
- **Setbacks:** The pole is positioned over 100% of its height from all property lines, as detailed in Sheet Z-1 of the site plans.
- **Visual Compatibility:** The design integrates with the recreational character of Snow King Resort, with no visibility from residential or commercial areas like Rafferty Activity Center or Snow King Loop Road.



- **Landscaping:** No landscaping is proposed, as the site is on a cleared ski slope, consistent with its existing use.
- **Signage:** Only federally required signage is present, with no commercial messages.
- **Lighting:** The existing light fixture remains unchanged, with no new lighting proposed.
- **Noise:** The equipment generates negligible noise, complying with the 65 dBA limit for the PR-SK zone.
- **Quantity Limit:** This is the only wireless facility on the parcel, adhering to the one-facility-per-parcel rule.
- **Emergency Generators:** None are proposed.
- **Access and Security:** The facility uses an existing service road and is secured with a wire mesh enclosure, monitored 24/7 by VZW's remote operations center.
- **Notice:** VZW will comply with all public hearing and notification requirements, including posting signs as directed.

Consistency with Prior Approval

The facility was approved by the Town Council on September 17, 2018, following unanimous recommendations from the Planning Commission and Design Review Committee (DRC). It complies with the conditions of approval:

1. VZW maintains the stealth elements at its expense to ensure they blend with the surrounding environment and remain unobtrusive.
2. The light pole's design and proportions serve as FCC-defined concealment elements.

Public Benefit

The facility enhances 4G-LTE capacity in downtown Jackson, addressing service strain during peak tourist seasons. It supports the Jackson Police Department's communication needs, as noted by Police Chief Todd Smith in 2017, and ensures reliable service for residents and visitors. The stealth design preserves the scenic



and recreational character of Snow King Resort, aligning with Subarea 6.3 of the Snow King Master Plan.

Safety and Regulatory Compliance

The facility meets all applicable FCC, FAA, and industry standards for construction, electromagnetic radiation, and safety. Documentation affirming compliance with ANSI standards and nondiscretionary building codes was included in the original CUP application, which remain valid as no structural changes are proposed.

Site Plans

The enclosed site plans, previously approved under P18-163, are resubmitted with this application:

- **Sheet T-1:** Title and Information
- **Sheet PS1:** Photos, Existing and Proposed
- **Sheet SU1:** Property Survey with Site Plan Overview
- **Sheet SU3:** Survey Showing Access Easements
- **Sheet SU4:** 1A Certification of Geographic Coordinates
- **Sheet Z-1:** Site Plan
- **Sheet Z-2:** Enlarged Site Plan
- **Sheet Z-3:** Existing Elevation
- **Sheet Z-4:** Proposed Elevations

Note: The plans reference “proposed” elements, but these are now “existing” as the facility was constructed per the 2018 approval.



Applicant Information

- **Applicant:** CommNet Cellular Inc. d/b/a Verizon Wireless
180 Washington Valley Road Bedminster, NJ 07921
- **Agent:** Chris Kennard, Elevation Wireless
Email: chris.kennard@elevationcompanies.com
Phone: (303) 913-7527
Address: 4610 S. Ulster Street, Ste. 150, Denver, CO 80237
- **Property Owner:** Snow King Mountain Resort, LLC
Contact: Ryan Stanley
Email: ryan@snowkingmountain.com
Phone: (307) 734-3351
Address: 575 S. Willow Street, Jackson, WY 83001

Conclusion

Verizon Wireless seeks to renew the CUP to continue providing essential wireless services to the Jackson community. The WY3 SK Coaster 1 facility is a proven, minimally invasive solution that balances technical needs with the aesthetic and environmental priorities of Snow King Resort. We respectfully request approval to maintain this critical infrastructure.

Respectfully,

Chris Kennard
Site Acquisition Manager
Elevation Wireless, Representing Verizon Wireless

Enclosures:

- Site Plans (Sheets T-1, PS1, SU1, SU3, SU4, Z-1, Z-2, Z-3, Z-4)
- Fully executed 1st amendment document showing there is a contract in place.
- RF compliance letter
- RF emissions certification
- Signed application



CERTIFICATION STATEMENT

TO: Town of Jackson

RE: RF Emissions Certification

DATE: April 30, 2025

To Whom It May Concern,

This letter will confirm that the radio frequency emissions produced by the proposed site will not exceed and shall comply with all federal standards established by the Federal Communications Commission (FCC). Verizon Wireless facilities operate in strict compliance with all local, state, and federal regulations.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on this 30th of April 2025.

Signature: *Benjamin W. Floyd III*

Title: Verizon Radio Frequency Engineer

Sincerely,

Benjamin W. Floyd III
Radio Frequency Engineer
Verizon
5018041806

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Town Council
Submitting Department:	Planning Department	Presenter:	Andrew Bowen
Agenda Item:	P25-077 Conditional Use Permit Renewal (P18-163) (Request for Approval of a Conditional Use Permit to Allow a Wireless Communications Facility at the Base of Snow King (The Rafferty Activity Center))	Public Comment:	Yes

Purpose & Policy Considerations.

According to LDR Section 6.1.10.D.b, a Wireless Facility Conditional Use Permit (CUP) is valid for five years. Since this CUP was issued on September 17, 2018, a renewal (new CUP) is now required. Therefore, to continue operation, this renewal must comply with the CUP requirements outlined in LDR Section 8.4.3.

Purpose of a CUP:

LDR Section 8.4.3.A *“the purpose of a conditional use permit is to individually and publicly review the configuration, density, and intensity of a use that is generally compatible with the character of a zone, but requires additional, site-specific conditions to limit and mitigate effects that may be adverse to the desired character of the zone.”*

Requested Action.

As was stated in the staff report for the original Conditional Use Permit dated September 12, 2018, *“The Applicant is requesting approval of a Conditional Use Permit to locate a wireless communications facility at the base of Snow King Resort in a “stealth” faux chimney on the Rafferty Center at 402 E. Snow King Ave.”*

Note: No alterations are proposed to this wireless facility.

Recommendation.

The Planning Commission recommends **approval** of Conditional Use Permit P25-077 to renew a Wireless Facility CUP (formerly P18-164) located at 402 East Snow King Avenue, subject to the departmental review comments attached and this staff report dated August 18, 2025.

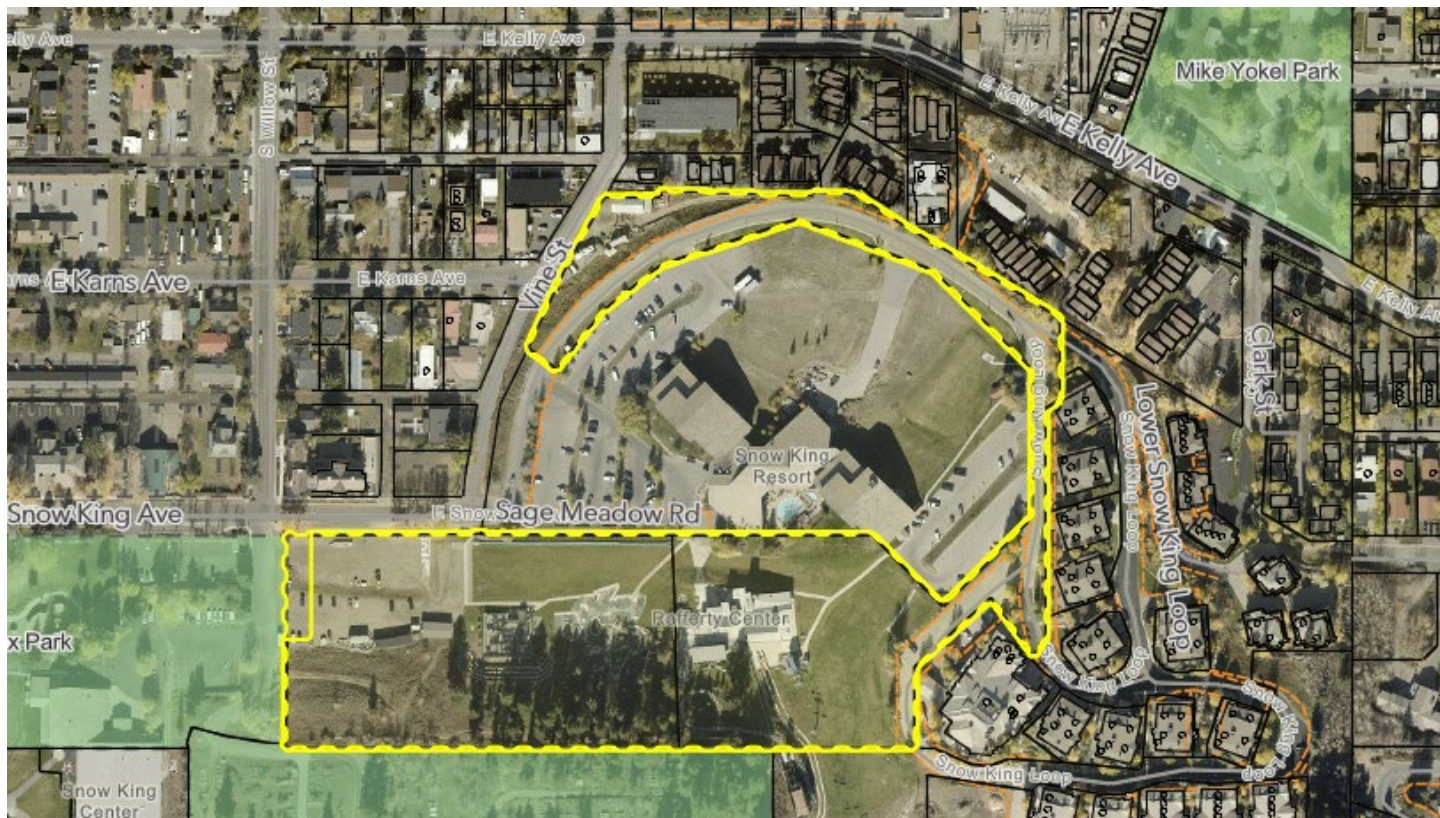
Key Issues/Policy Question

Planning staff has not identified any Key Issues/Policy Questions for this proposal.

Project Location.

The subject property is located at 402 East Snow King Avenue (PDIN: 22-41-16-34-2-00-014)

TC 2024 Aerial



Background/Project Description.

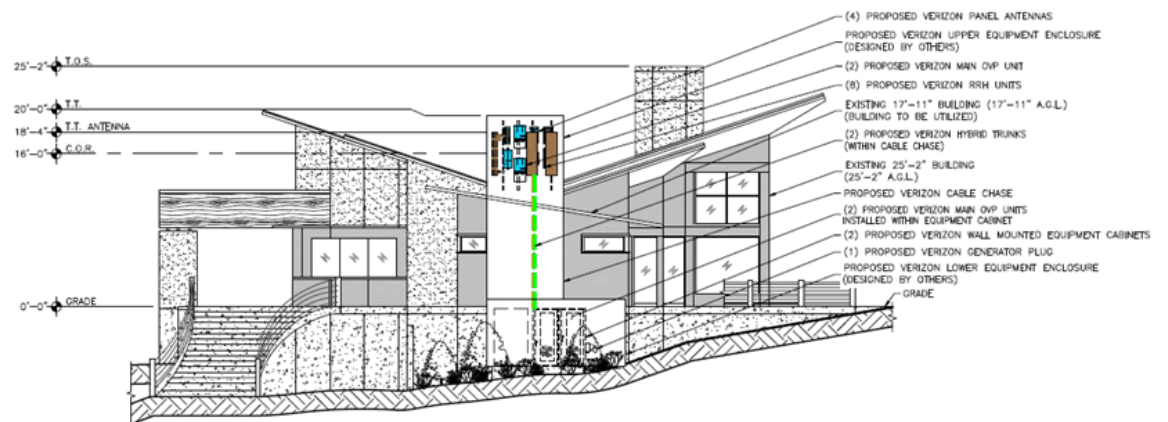
Property Description:

The subject parcel is 5.3 acres (230,868 square feet) and is located within the Planned Resort, Snow King (PR-SK) zone. It is predominantly surrounded by other PR-SK parcels, with limited proximity to the Public/Semi-Public (P/SP) zone to the south (Aspen Cemetery), as well as the Neighborhood High Density – 1 (NH-1) and Neighborhood Medium Density – 2 (NM-2) zones along Snow King Loop Road near Vine Street.

Current Site Development:

The site is currently developed with a faux chimney on the western building of the Rafferty Center as shown on the next page.

Faux Chimney Location



NOTE:

1. ALL PROPOSED EQUIPMENT AND ANTENNAS WILL BE INSIDE OF THE EQUIPMENT ENCLOSURE AND WILL NOT BE SEEN.

PROPOSED WEST ELEVATION
SCALE: N.T.S.

Project Description:

This wireless facility is a stealth wireless communication installation designed to strengthen Verizon's network. The Applicant states that this facility works in conjunction with the wireless facility higher up on Snow King Mountain and addresses a critical coverage gap in the Town of Jackson by delivering reliable 4G-LTE service within a two- to four-mile radius. The facility supports wireless internet access, data transmission, and emergency communications for first responders, including paramedics, firefighters, and law enforcement—thereby enhancing public safety and community welfare.

Per the Applicant's narrative, the existing infrastructure includes:

- A faux chimney structure on the Rafferty Activity Center, concealing multiple antennas to blend with the building's architecture.
- Associated equipment housed within a leased space, screened to minimize visual impact.
- Access via existing resort infrastructure, including a 15-foot-wide utility easement connecting to the SK Coaster 1 facility.

The Applicant states that the *"facility is a proven, minimally invasive solution that balances technical needs with the aesthetic and environmental priorities of Snow King Resort. We respectfully request approval to maintain this critical infrastructure."*

Justification for Renewal:

Verizon Wireless identified this location through comprehensive radio frequency (RF) engineering studies that considered population density, traffic patterns, and the area's challenging topography. A faux chimney design was selected after determining that collocating on existing structures, such as the Snow King Hotel rooftop, would not adequately serve the eastern portion of downtown Jackson without causing significant visual impact. This facility works in tandem with the facility higher up on Snow King Mountain to provide reliable network coverage throughout the downtown area.

Analysis.

After reviewing the Applicant's submittal, staff finds that the proposed project complies with the LDR requirements of the 6.1.10.D.

Determination of Need/Public Benefit:

The facility strengthens 4G-LTE coverage in downtown Jackson, alleviating network strain during peak usage periods. It also supports essential communications for the Jackson Police Department, as recognized by Chief Todd Smith in 2017, and helps ensure consistent, reliable service for residents and visitors.

Concealment Element:

All antennas are fully concealed within a faux chimney, seamlessly integrated into the architecture of the Rafferty Activity Center. Associated equipment is screened to ensure the facility remains unobtrusive and its purpose is not readily apparent to the casual observer.

Height:

The faux chimney complies with the Land Development Regulations, remaining within the 5-foot height limit allowed above the existing roofline for roof-mounted facilities.

Setbacks:

The facility is sited in compliance with all setback requirements, as verified in the original approved site plans.

Other Conditions (Visual Compatibility):

The faux chimney design complements the recreational and architectural character of Snow King Resort and remains visually unobtrusive from surrounding residential and commercial areas.

Landscaping:

No landscaping was proposed at the time of original approval.

Signage:

Only signage required by federal regulations will be installed; no commercial branding is present.

Lighting:

No change of lighting is proposed, maintaining the site's existing visual character.

Quantity Limit:

This facility is the sole installation on the parcel, in compliance with the one-facility-per-parcel regulation.

Emergency Generators:

Not Applicable, as none are proposed.

Noise Level:

Per the Applicant's narrative, *"the equipment generates negligible noise, complying with the 65 dBA limit for the PR-SK zone."*

Visibility:

The antenna is fully enclosed and concealed within a faux chimney.

Access:

The facility uses and will continue to use an existing service road.

Security:

The facility is enclosed with wire mesh fencing and is monitored 24/7 by Verizon's remote operations center for security.

Building Design:

This design was approved by the Design Review Committee on August 8, 2018.

Consistency with Prior Approval (P18-164):

The facility was approved by the Town Council on September 17, 2018, following unanimous recommendations from both the Planning Commission and the Design Review Committee (DRC). It remains in full compliance with all conditions of approval.

Safety and Regulatory Compliance:

The facility complies with all relevant FCC, FAA, and industry standards for construction, electromagnetic emissions, and safety. Documentation verifying adherence to ANSI standards and mandatory building codes was submitted with the original CUP application and remains valid, as no structural modifications are planned.

Affordable & Workforce Housing:

No Housing Mitigation is required for this use.

Parking:

No parking is required for this use.

Planning Commission (PC).

The Planning Commission reviewed this item during its regularly scheduled meeting on July 16, 2025, and unanimously recommended approval to the Town Council.

Public Comment.

Notice of this meeting and application was provided to the public on July 16, 2025. As of the writing of this staff report, no public comments have been received. During the original permitting process, several comments were submitted concerning radiofrequency (RF) radiation; however, no formal complaints related to RF radiation have been filed regarding this facility since its installation.

Development Plan Findings.

In accordance with Section 8.4.3.C, the following findings must be established to approve a Conditional Use Permit.

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

Complies. This renewal of an existing CUP is consistent with the purposes and organization of the LDRs;

2. Complies with the use specific standards of Division 6.1;

Complies. This renewal of an existing CUP complies with the use specific standards of Division 6.1;

3. Minimizes adverse visual impacts;

Complies. The antenna is fully concealed within a faux chimney, and all equipment is screened to prevent the facility's purpose from being apparent to a reasonable observer.

4. Minimizes adverse environmental impacts;

Complies. The existing wireless facility has not had any significant adverse impacts to wildlife habitat, water or air quality, or any other environmental resources.

5. *Minimizes adverse impacts from nuisances;*

Complies. The existing wireless facility has not caused any significant adverse impacts or nuisances, including noise, vibration, or dust.

6. *Minimizes adverse impacts on public facilities;*

Complies. The existing wireless facility has not caused any significant adverse impacts on public facilities.

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

Complies. This renewal of an existing CUP complies with all other relevant standards of these LDRs and all other Town Ordinances.

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

Complies. This renewal of an existing CUP is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

Fiscal Impact.

Staff does not anticipate any fiscal impact from this renewal of an existing CUP.

Staff Impact.

The amount of staff time to review, meet with the Applicant, research, and write this report including future work to send final letters was roughly 15 hours.

Attachments.

- Applicant Submittal
- Department Reviews

Suggested Motion.

I move to recommend ***approval*** of Conditional Use Permit P25-077 to renew an existing Wireless Facility CUP (formerly P18-164) located at 402 East Snow King Avenue, subject to the departmental review comments attached and this staff report dated August 18, 2025.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: WY3 SK Coaster 2
Physical Address: 204 E Snow King Avenue
Lot, Subdivision: PT SE1/4NW1/4, SEC. 34, TWP. 41, RNG. 116. TRACT A (PER LOT DIVISION, MAP T-71-A) PIDN: 22-41-16-34-2-00-014

PROPERTY OWNER.

Name: Snow King Mountain Resort LLC Phone: 307-737-3351
Mailing Address: 575 S. Willow Street, Jackson, WY ZIP: 83001
E-mail: ryan@snowkingmountain.com

APPLICANT/AGENT.

Name: Chris Kennard, Elevation Wireless Phone: (303) 913-7527
Mailing Address: 4610 S. Ulster Street, Ste. 150, Denver, CO ZIP: 80237
E-mail: chris.kennard@elevationcompanies.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

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

Use Permit

_____ Basic Use
☒ _____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: N/A Environmental Analysis #: _____
Original Permit #: P18-164 Date of Neighborhood Meeting: _____

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

Have you attached the following?

- X Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- X Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- X Response to Submittal Requirements. The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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

Chris Kennard
Signature of Property Owner or Authorized Applicant/Agent
Chris Kennard
Name Printed

4/28/25
Date
Site Acquisition Manager
Title

LEGEND OF SYMBOLS:

REFERENCE LETTER OR NUMBER

SECTION OR DETAIL

SCALE:

SHEET WHERE DRAWN

SHEET WHERE TAKEN

SECTION LETTER

SHEET WHERE DRAWN

SHEET WHERE TAKEN

DETAIL NUMBER

SHEET WHERE DRAWN

SHEET WHERE TAKEN

CENTERLINE

PENNY

EQUIPMENT OR FIXTURE NUMBER

KEYED NOTE

T.C. 1631.33
F.L. 1631.00

SPOT ELEVATION

TOP OF WALL
1639.00

CONTROL OR DATUM POINT

PROPERTY LINE

EXISTING CONTOUR

NEW CONTOUR

ROUND/DIAMETER

APPROXIMATELY



VIEW OF PROPOSED LEASE AREA
(LOOKING EAST)



VIEW OF EXISTING BUILDING
(LOOKING WEST)

PRELIMINARY
FOR LEASING/ZONING

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DESIGNED FOR:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:

JS

INFRASTRUCTURE

PARTNERS

AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME:

WY3 SK COASTER 2
EXISTING 17'-11" BUILDING
(OVERALL HEIGHT: 20'-0" A.G.L.)
RAWLAND

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

PHOTO SHEET

REV	DESCRIPTION	DATE	BY	CHK
D	REVISED TO 24"x36" TEMPLATE	11/1/17	MDA	-
E	REVISED PER RF COMMENTS	1/23/18	MDA	-
F	REVISED PER UPDATED SURVEY AND POWER COORD	3/21/18	MDA	-
G	REVISED PER UPDATED SURVEY	5/8/18	MDA	-
H	REVISED PER COMMENTS	8/24/18	MDA	-

SAVE DATE:

8/24/2018 4:09 PM

SHEET NUMBER:

PS1

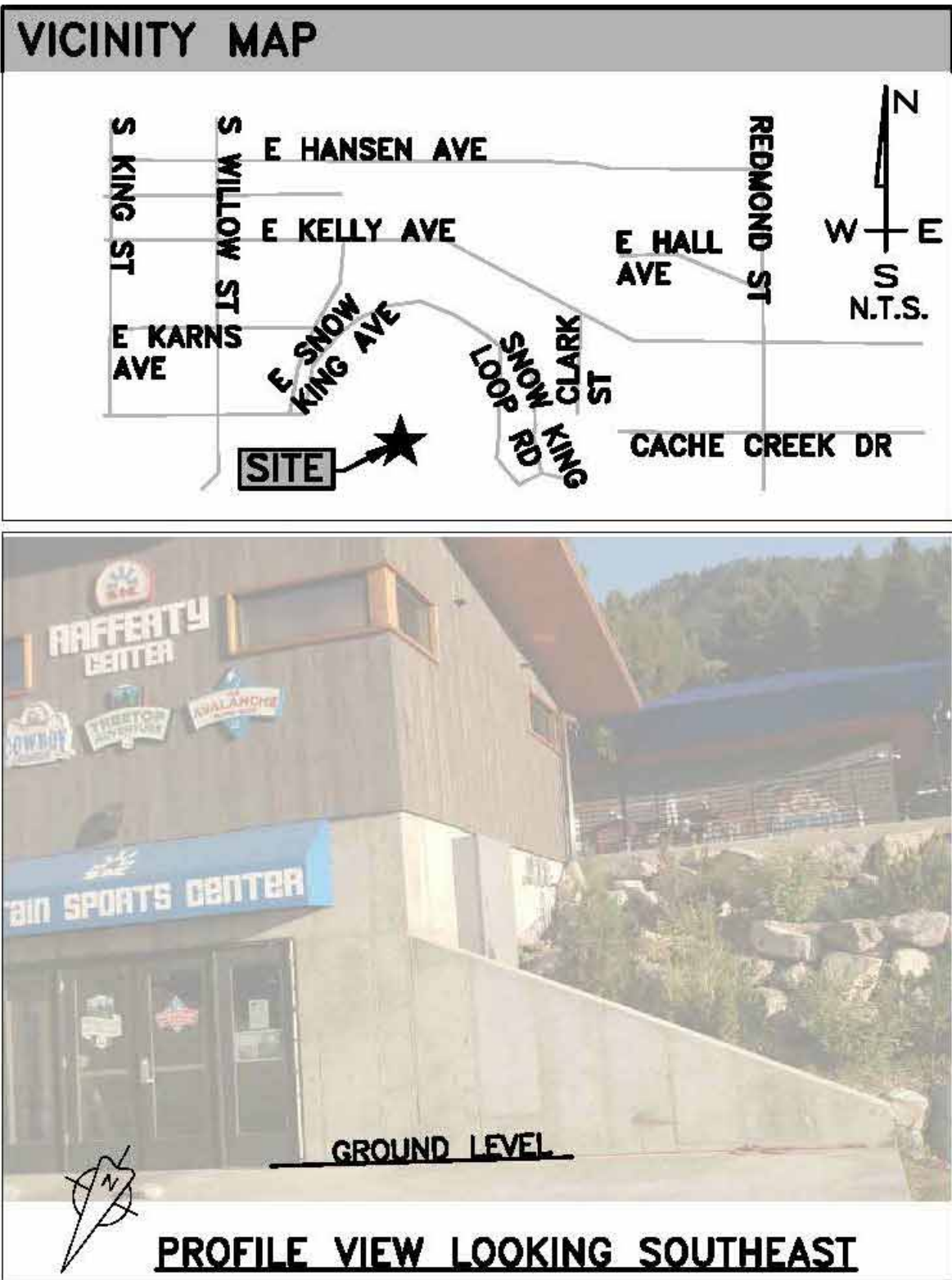
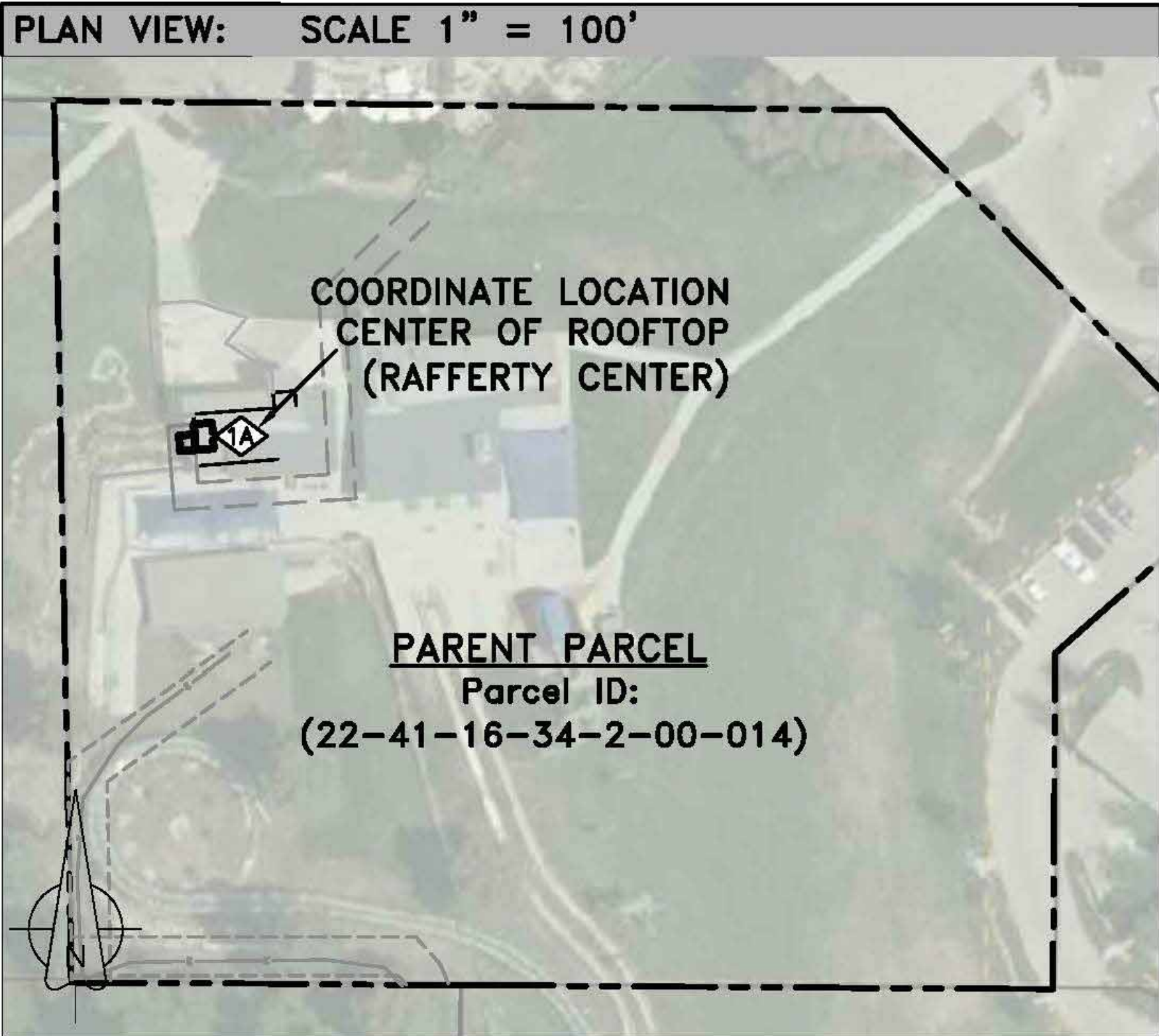
PENETRATIONS
RRH/BBU
ANTENNAS
FIBER
POWERS/GROUNDING
HYBRID/COAX

PREPARED FOR:

verizon
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84081

1A CERTIFICATION LETTER
FOR
VERIZON WIRELESS
FACILITY KNOWN AS:
WY3 SK COASTER 2, Y&Z Sectors
TETON COUNTY, WYOMING

ELEVATION REPORT:	LEGAL DESCRIPTION:	SITE LOCATION:
NAVD88 - GROUND ELEVATION: 6310 sft [ELEVATION METERS]: 1923.292 m	218 FEET N 00°22'55" E ALONG THE ¼ SECTION LINE AND 1020 FEET WEST OF THE CENTER ¼ CORNER OF SECTION 34, T.41N. R.116W. 6TH PRINCIPAL MERIDIAN, TETON COUNTY WY.	SITE IS LOCATED AT: 402 E SNOW KING AVENUE JACKSON CITY, TETON COUNTY, WYOMING.



BASIS OF GEODETIC COORDINATES:
(1) HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83) [PRIMARY] EXPRESSED IN DEGREES (°) MINUTES (') AND SECONDS (") AND CARRIED TO THE 10,000TH OF A SECOND, AND ALSO EXPRESSED IN DEGREES AND DECIMAL DEGREES.
(2) VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) EXPRESSED IN U.S. SURVEY FEET AND METERS (METER EQUIVALENT TO 39.37 INCHES).
(3) NAD83 GEODETIC DATA SHOWN HEREON WAS DERIVED FROM AND IS TIED TO THE NATIONAL GEODETIC SURVEY, NATIONAL C.O.R.S. VIA THE O.P.U.S. UTILITY AND OR TRIMBLE GEOMATICS SOFTWARE.

SURVEYOR'S CERTIFICATION:	DATE OF SURV.:
I HEREBY CERTIFY THAT THE GEO- DETIC COORDINATES REPORTED HEREON ARE ACCURATE AND MEET FAA/FCC REPORTING RE- QUIREMENTS OF 1A: FIFTEEN FEET (15') HORIZONTALLY AND THREE FEET (3') VERTICALLY.	8/2/17

GEODETIC COORDINATES:
NAD 83: 43°28'22.63"N 110°45'22.31"W
DECIMAL DEGREES: 43.472953°N 110.756197°W

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PREPARED BY:

CIS
PROFESSIONAL LAND SURVEYING
JAMES D. PITKIN WY P.L.S. #10111 09/22/2017
295 N 200 E
MONA, UT 84645
(435)660-0816
cory@cispis.com

J5 INFRASTRUCTURE
P A R T N E R S
AZ - CA - CO - ID - NM - NV - TX - UT

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DESIGNED FOR:

verizon
3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:

J5 INFRASTRUCTURE
P A R T N E R S
AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME:

WY3 SK COASTER 2
EXISTING 17'-11" BUILDING
(OVERALL HEIGHT: 20'-0" A.G.L.)
RAWLAND

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

1A CERTIFICATION LETTER

REV	DESCRIPTION	DATE	BY	CHK
D	REVISED TO 24"x36" TEMPLATE	11/1/17	MDA	-
E	REVISED PER RF COMMENTS	1/23/18	MDA	-
F	REVISED PER UPDATED SURVEY AND POWER COORD	3/21/18	MDA	-
G	REVISED PER UPDATED SURVEY	5/8/18	MDA	-
H	REVISED PER COMMENTS	8/24/18	MDA	-

SAVE DATE: 8/24/2018 4:09 PM

SHEET NUMBER: SU4

PENETRATIONS
RRH/BBU
ANTENNAS
FIBER
POWER/GROUNDING
HYBRID/COAX

- SITE NOTES:**
1. PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES.
 2. INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.

SETBACK TABLE:	
	LEASE AREA BOUNDARY TO PARENT PROPERTY LINE
NORTH	~123'
SOUTH	~201'
EAST	~331'
WEST	~44'



SITE PLAN
NORTH

50'-0" 0 50'-0"
30' 10'
SCALE: 1" = 50'-0"

PRELIMINARY
FOR LEASING/ZONING

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DESIGNED FOR:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:

JS INFRASTRUCTURE
P A R T N E R S
AZ - CA - CO - ID - NM - NV - TX - UT

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JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

SITE PLAN

REV	DESCRIPTION	DATE	BY	CHK
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SAVE DATE:		SHEET NUMBER:		
8/24/2018 4:09 PM				Z1

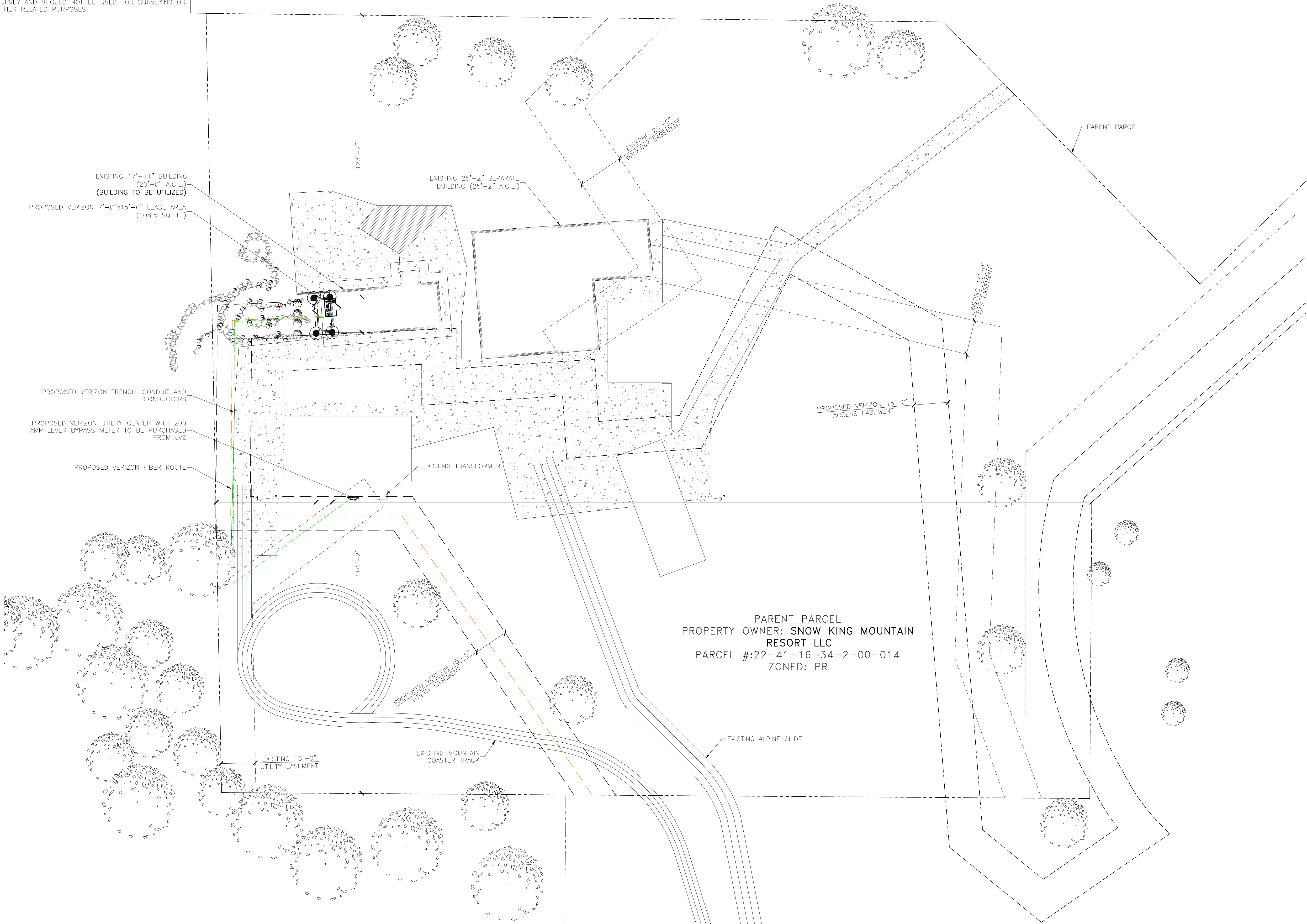
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WEST	~44'

PENETRATIONS
RRH/BBU
ANTENNAS
FIBER
POWER/GROUNDING
HYBRID/COAX



PARENT PARCEL
PROPERTY OWNER: SNOW KING MOUNTAIN
RESORT LLC
PARCEL #22-41-16-34-2-00-014
ZONED: PR

PRELIMINARY
FOR LEASING/ZONING

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DESIGNED BY:
verizon
3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:
INFRASTRUCTURE PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME: WY3 SK COASTER 2
EXISTING 17'-11" BUILDING
(OVERALL HEIGHT: 20'-0" A.G.L.)
RAWLAND

PROJECT ADDRESS:
402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:
SITE PLAN

REV	DESCRIPTION	DATE	BY	CHK
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H	REVISED PER COMMENTS	8/24/18	MDA	-

SAVE DATE: 8/24/2018 4:09 PM
SHEET NUMBER: Z2

SITE PLAN
NORTH
SCALE: 1" = 20'-0"

SITE NOTES:

1. PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES.

2. INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.

PENETRATIONS

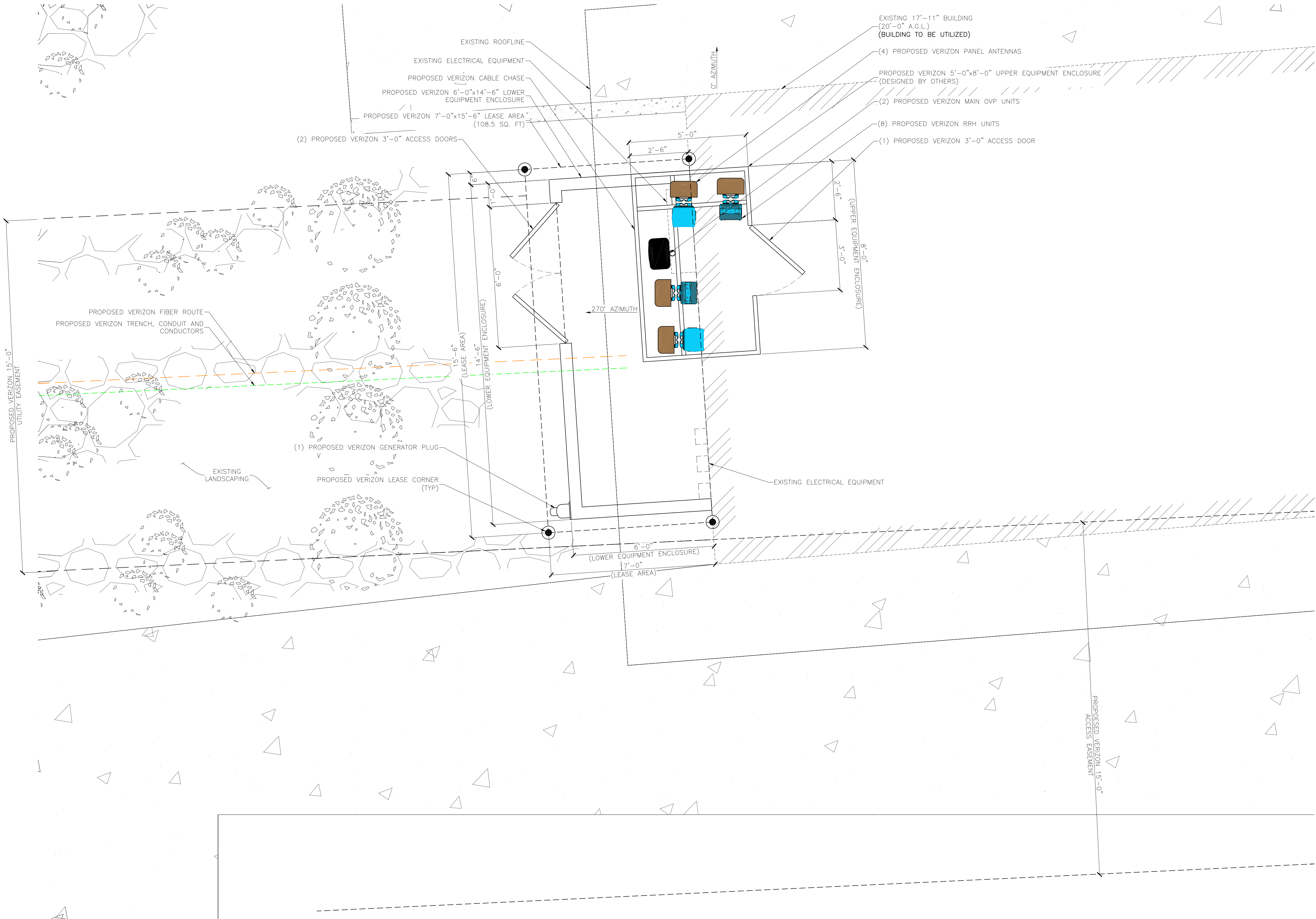
RRH/BBU

ANTENNAS

FIBER

POWER/GROUNDING

HYBRID/COAX



PRELIMINARY
FOR LEASING/ZONING

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DESIGNED BY:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:

JS INFRASTRUCTURE
PARTNERS

AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME:

WY3 SK COASTER 2
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(OVERALL HEIGHT: 20'-0" A.G.L.)
RAWLAND

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

ENLARGED SITE PLAN

REV	DESCRIPTION	DATE	BY	CHK
D	REVISED TO 24"x36" TEMPLATE	11/1/17	MDA	-
E	REVISED PER RF COMMENTS	1/23/18	MDA	-
F	REVISED PER UPDATED SURVEY AND POWER COORD	3/21/18	MDA	-
G	REVISED PER UPDATED SURVEY	5/8/18	MDA	-
H	REVISED PER COMMENTS	8/24/18	MDA	-

SAVE DATE:

8/24/2018 4:09 PM

SHEET NUMBER:

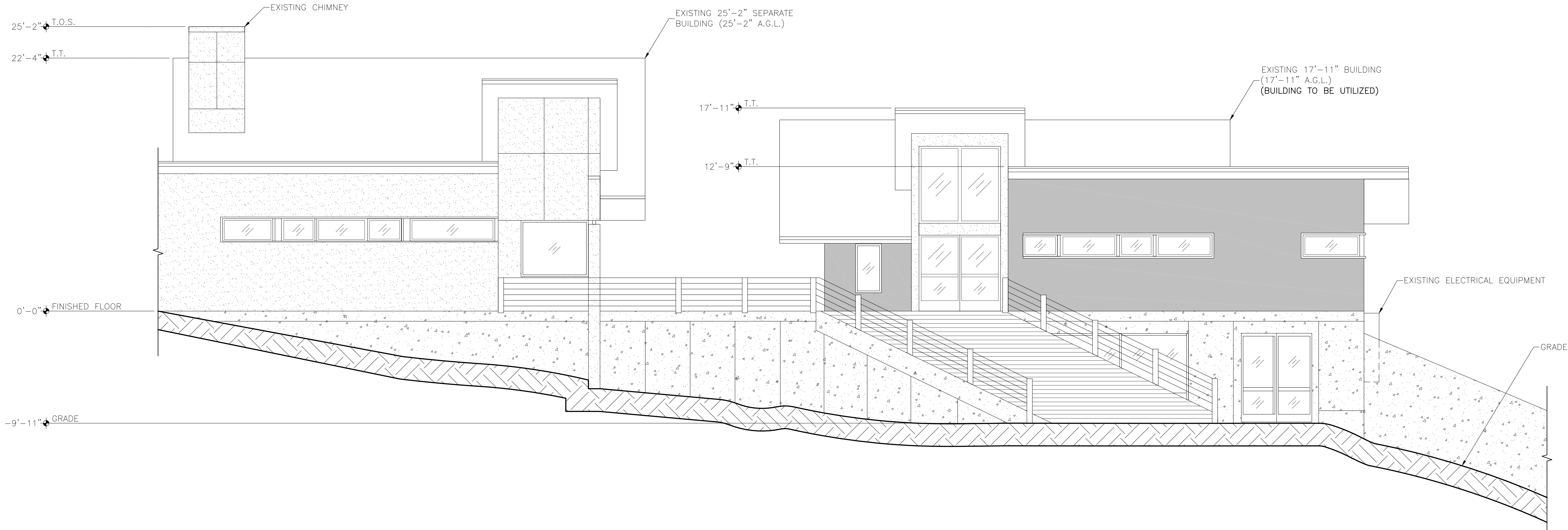
Z3

SITE PLAN
SCALE: 1/2"=1'-0"



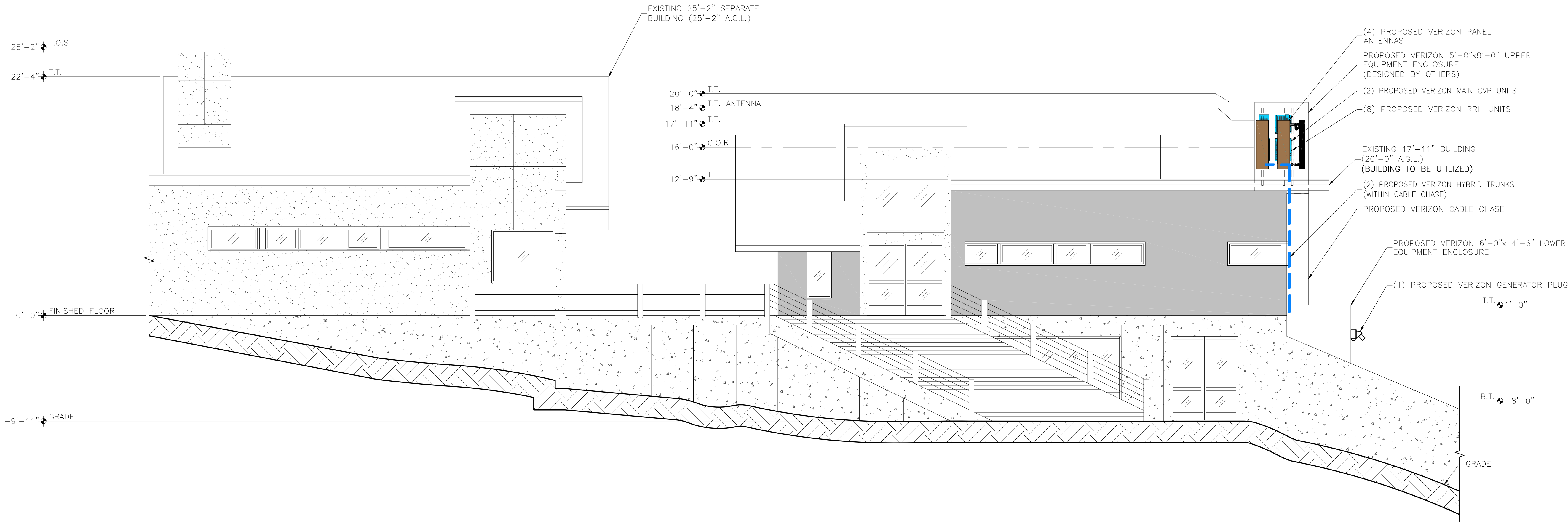
KEY:

C.O.R. =	CENTER OF RADIATION
A.L. =	ATTACHMENT LEVEL
B.T. =	BOTTOM TIP LEVEL
T.T. =	TOP TIP LEVEL
A.G.L. =	ABOVE GRADE LEVEL
B.O.B.P. =	BOTTOM OF BASE PLATE



EXISTING NORTH ELEVATION

SCALE: 3/32"=1'-0"



PROPOSED NORTH ELEVATION

SCALE: 3/32"=1'-0"

NOTE:
1. ALL PROPOSED EQUIPMENT AND ANTENNAS WILL BE INSIDE OF THE EQUIPMENT ENCLOSURE AND WILL NOT BE SEEN.

PRELIMINARY
FOR LEASING ZONING

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DESIGNED FOR:
verizon
3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:
INFRASTRUCTURE PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME: WY3 SK COASTER 2
EXISTING 17'-11" BUILDING
(OVERALL HEIGHT: 20'-0" A.G.L.)
RAWLAND

PROJECT ADDRESS:
402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

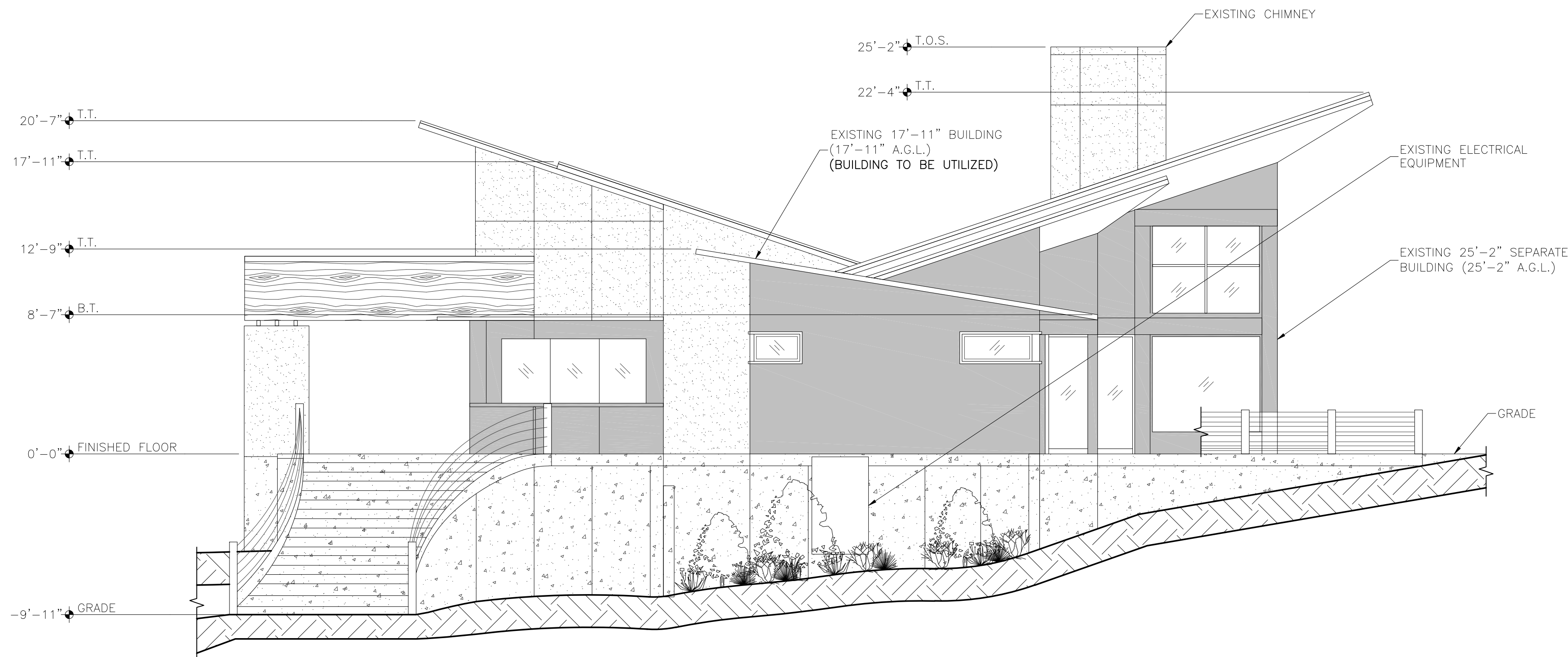
SHEET TITLE:
ELEVATIONS

REV	DESCRIPTION	DATE	BY	CHK
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E	REVISED PER RF COMMENTS	1/23/18	MDA	-
F	REVISED PER UPDATED SURVEY AND POWER COORD	3/21/18	MDA	-
G	REVISED PER UPDATED SURVEY	5/8/18	MDA	-
H	REVISED PER COMMENTS	8/24/18	MDA	-

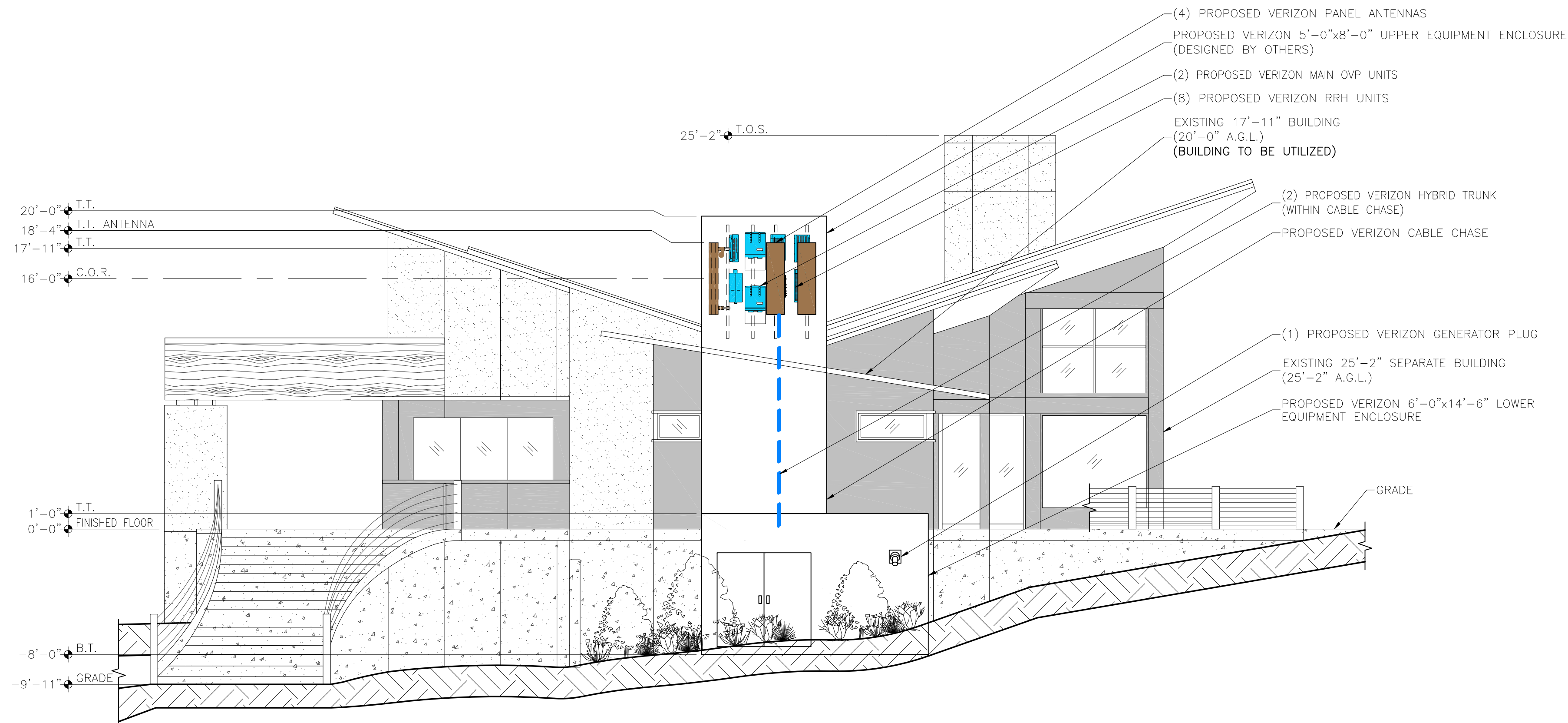
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SHEET NUMBER: Z4

KEY:

C.O.R. =	CENTER OF RADIATION
A.L. =	ATTACHMENT LEVEL
B.T. =	BOTTOM TIP LEVEL
T.T. =	TOP TIP LEVEL
A.G.L. =	ABOVE GRADE LEVEL
B.O.B.P. =	BOTTOM OF BASE PLATE



EXISTING WEST ELEVATION
SCALE: 3/32"=1'-0"



PROPOSED WEST ELEVATION
SCALE: 3/32"=1'-0"

NOTE:

1. ALL PROPOSED EQUIPMENT AND ANTENNAS WILL BE INSIDE OF THE EQUIPMENT ENCLOSURE AND WILL NOT BE SEEN.

PRELIMINARY
FOR LEASING/ZONING

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DESIGNED BY:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:

J5 INFRASTRUCTURE
P A R T N E R S

AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME:

WY3 SK COASTER 2
EXISTING 17'-11" BUILDING
(OVERALL HEIGHT: 20'-0" A.G.L.)
RAWLAND

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

ELEVATIONS

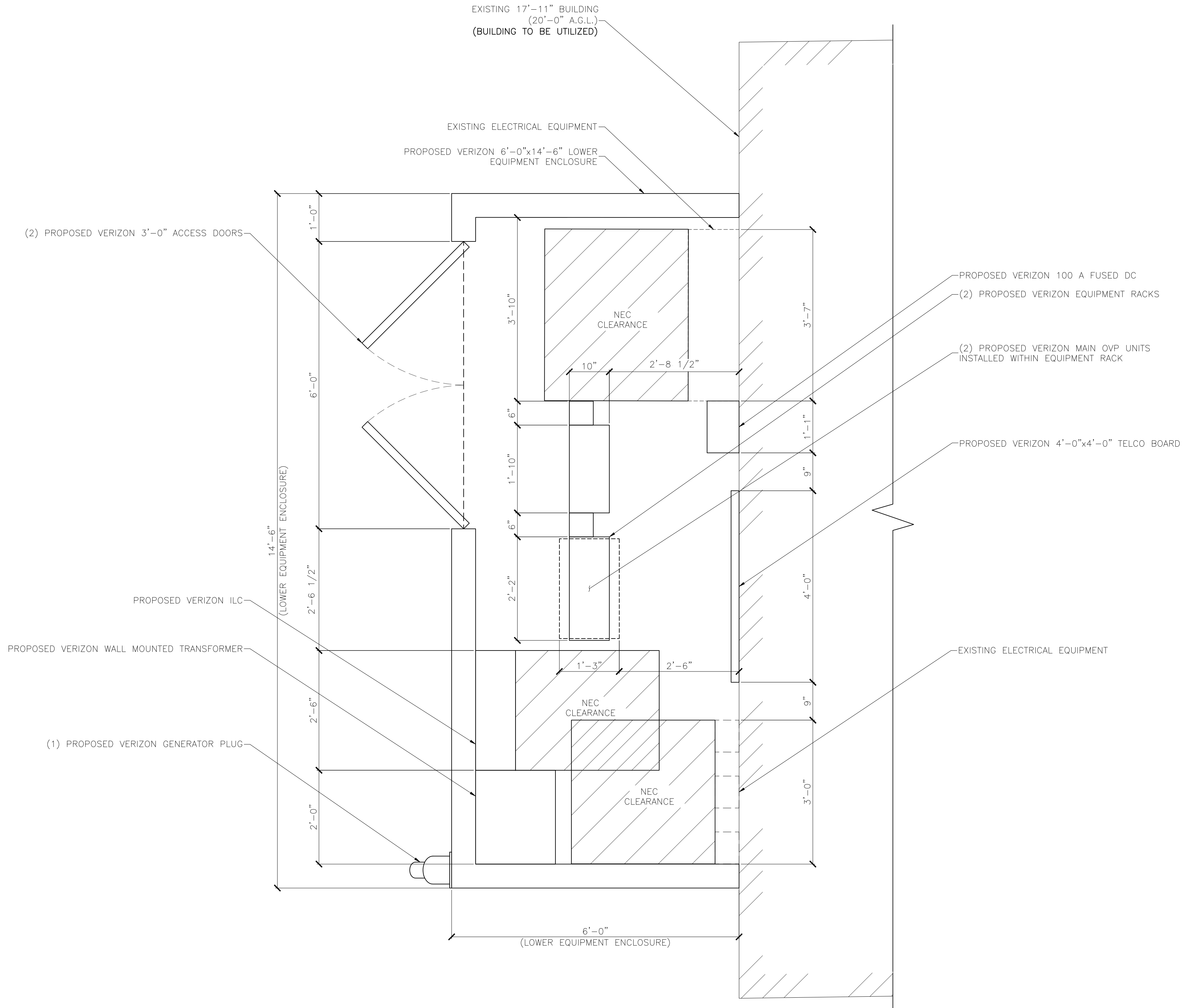
REV	DESCRIPTION	DATE	BY	CHK
D	REVISED TO 24"x36" TEMPLATE	11/1/17	MDA	-
E	REVISED PER RF COMMENTS	1/23/18	MDA	-
F	REVISED PER UPDATED SURVEY AND POWER COORD	3/21/18	MDA	-
G	REVISED PER UPDATED SURVEY	5/8/18	MDA	-
H	REVISED PER COMMENTS	8/24/18	MDA	-

SAVE DATE:

8/24/2018 4:09 PM

SHEET NUMBER:

Z5



EQUIPMENT ROOM FLOOR PLAN
SCALE: 3/4"=1'-0"



PRELIMINARY
FOR LEASING/ZONING

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WRITTEN CONSENT OF TOWERCOM TECHNOLOGIES, LLC.

DESIGNED FOR:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:

J5 INFRASTRUCTURE
P A R T N E R S
AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME: WY3 SK COASTER 2
EXISTING 17'-11" BUILDING
(OVERALL HEIGHT: 20'-0" A.G.L.)
RAWLAND

PROJECT ADDRESS:
402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE: EQUIPMENT ROOM FLOOR PLAN				
REV	DESCRIPTION	DATE	BY	CHK
D	REVISED TO 24"x36" TEMPLATE	11/1/17	MDA	-
E	REVISED PER RF COMMENTS	1/23/18	MDA	-
F	REVISED PER UPDATED SURVEY AND POWER COORD	3/21/18	MDA	-
G	REVISED PER UPDATED SURVEY	5/8/18	MDA	-
H	REVISED PER COMMENTS	8/24/18	MDA	-
SAVE DATE:		SHEET NUMBER:		
8/24/2018 4:09 PM				Z6

[illegible]

**PRELIMINARY
FOR LEASING/ZONING**

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DESIGNED FOR:



3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80014

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME

ECT NAME: WY3 SK COASTER 2
EXISTING 17'-11" BUILDING
(OVERALL HEIGHT: 20'-0" A.G.L.)
RAWLAND

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

PROJECT HISTORY SHEET

REV	DESCRIPTION	DATE	BY	CHK
D	REVISED TO 24"x36" TEMPLATE	11/1/17	MDA	—
E	REVISED PER RF COMMENTS	1/23/18	MDA	—
F	REVISED PER UPDATED SURVEY AND POWER COORD	3/21/18	MDA	—
G	REVISED PER UPDATED SURVEY	5/8/18	MDA	—
H	REVISED PER COMMENTS	8/24/18	MDA	—

SAVE DATE: 8/24/2018 4:09 PM

SHEET NUMBER: PHS

PENETRATIONS

RRH/BBU

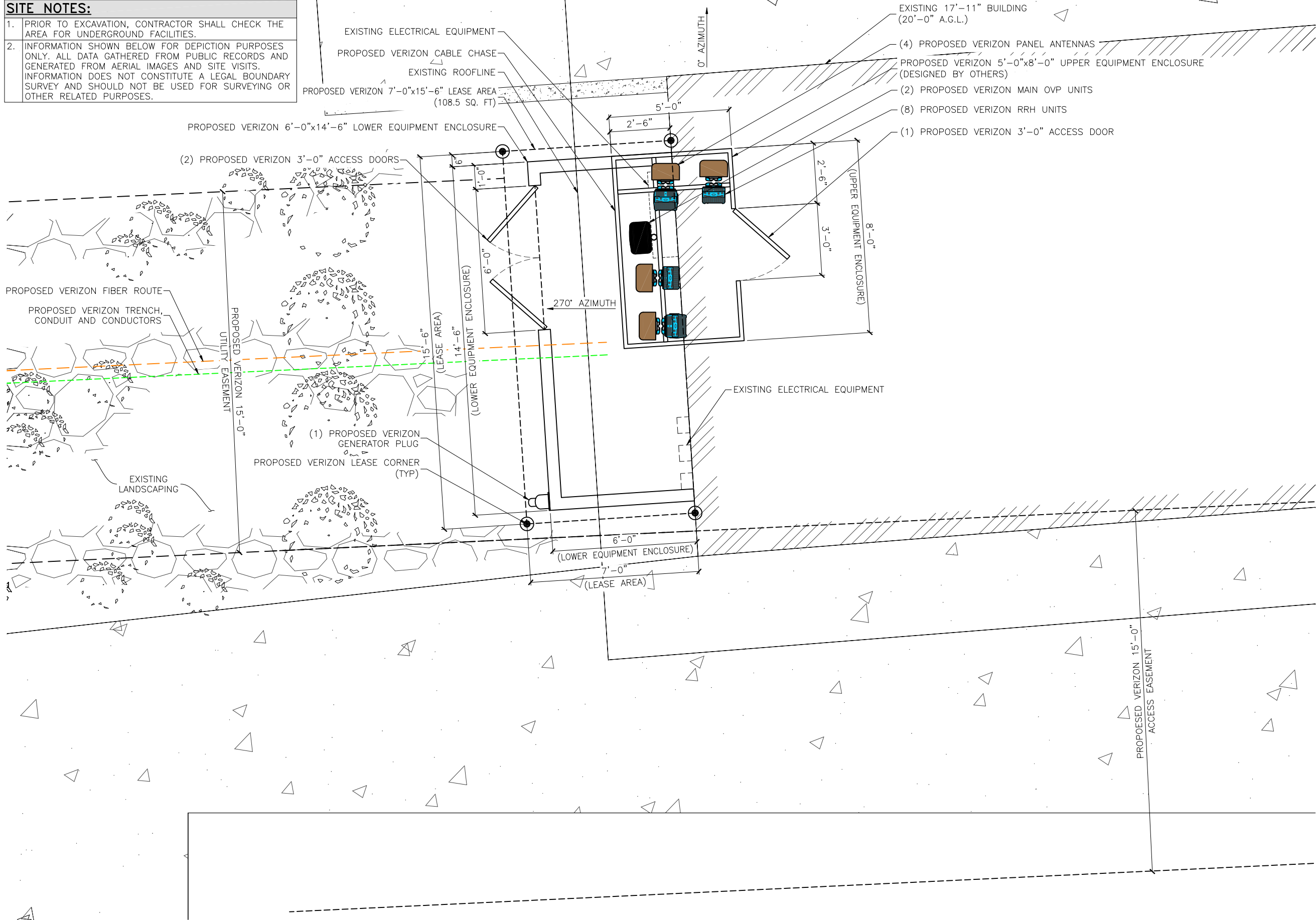
ANTENNAS

FIBER

POWER/GROUNDING

HYBRID/COAX

- SITE NOTES:**
1. PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES.
 2. INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.



SITE PLAN
SCALE: 1/4" = 1'-0" NORTH

DESIGNED FOR:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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J5 INFRASTRUCTURE PARTNERS, LLC		AZ - CA - CO - ID - NM - NV - TX - UT	
REV	DESCRIPTION	DATE	CHK
A	FOR INFORMATION ONLY	7/27/18	MDA
B	REVISED PER COMMENTS	8/24/18	MDA

FOR INFORMATION ONLY

PROJECT NAME:

WY3 SK COASTER 2
EXISTING 17'-11" BUILDING
(OVERALL HEIGHT: 20'-0" A.G.L.)
RAWLAND

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

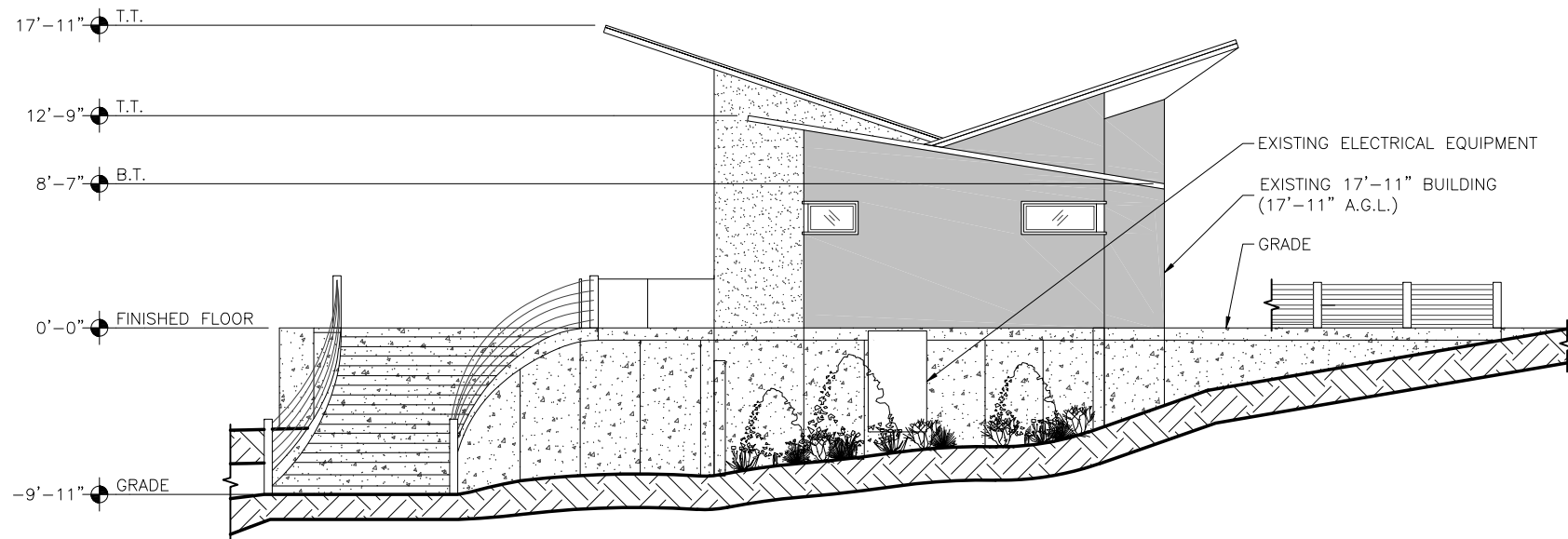
ENLARGED SITE PLAN

SAVE DATE:

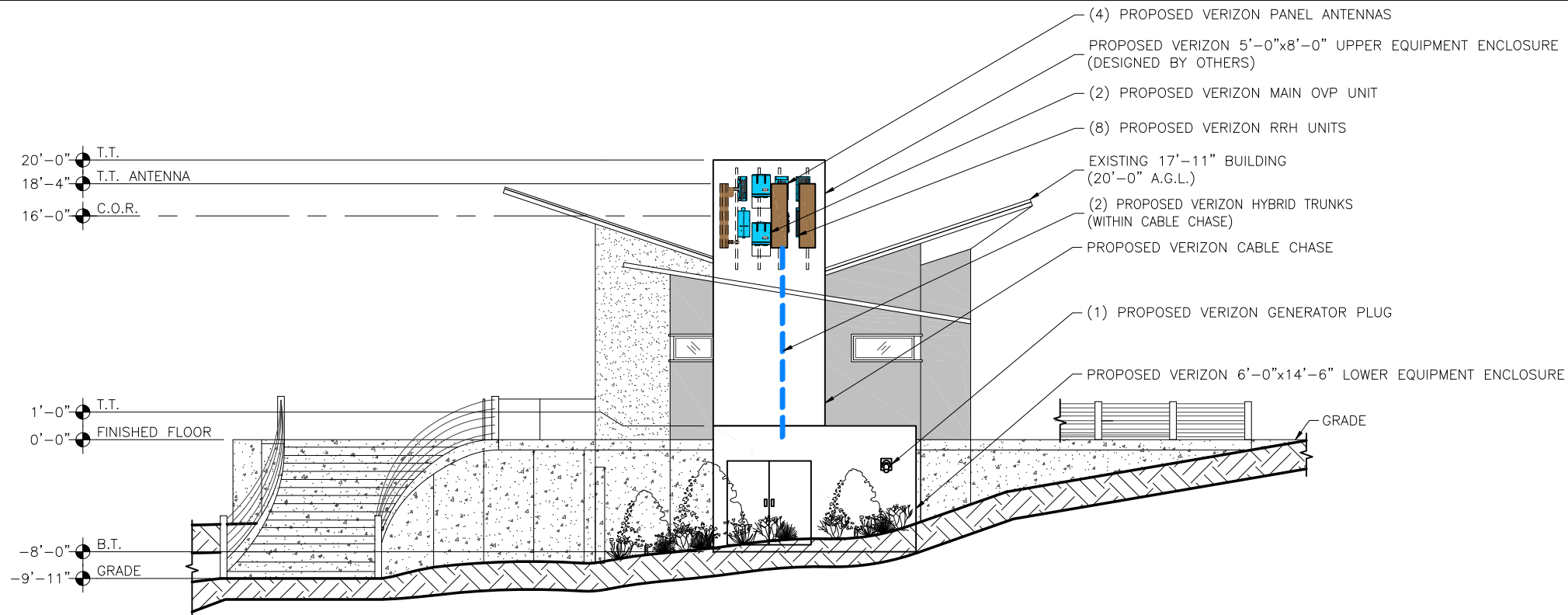
8/24/2018 4:33 PM

SHEET NUMBER:

SK1



EXISTING WEST ELEVATION
SCALE: 3/32"=1'-0"



PROPOSED WEST ELEVATION
SCALE: 3/32"=1'-0"

NOTE:

1. ALL PROPOSED EQUIPMENT AND ANTENNAS WILL BE INSIDE OF THE EQUIPMENT ENCLOSURE AND WILL NOT BE SEEN.

KEY:

C.O.R. =	CENTER OF RADIATION
A.L. =	ATTACHMENT LEVEL
B.T. =	BOTTOM TIP LEVEL
T.T. =	TOP TIP LEVEL
A.G.L. =	ABOVE GRADE LEVEL
B.O.B.P. =	BOTTOM OF BASE PLATE
T.O.S. =	TOP OF STRUCTURE

DESIGNED FOR:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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J5 INFRASTRUCTURE
PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

REV	DESCRIPTION	DATE	BY	CHK
A	FOR INFORMATION ONLY	7/27/18	MDA	-
B	REVISED PER COMMENTS	8/24/18	MDA	-

DESIGNED BY:

FOR
INFORMATION
ONLY

PROJECT NAME:

WY3 SK COASTER 2
EXISTING 17'-11" BUILDING
(OVERALL HEIGHT: 20'-0" A.G.L.)
RAWLAND

PROJECT ADDRESS:

402 E. SNOW KING AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

ELEVATIONS

SAVE DATE:

8/24/2018 4:33 PM

SHEET NUMBER:

SK2

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, Colorado 80202
Attn: Eileen Lynch
Re: WY3 SK Coaster 2

(Space above this line for recorder's use)

MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT

This Memorandum of BUILDING AND ROOFTOP LEASE AGREEMENT is made this 18th day of October, 2018, between Snow King Holdings, LLC, a Wyoming limited liability company, hereinafter referred to as "LESSOR," and CommNet Cellular Inc. d/b/a Verizon Wireless, with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

1. LESSOR and LESSEE entered into a Building and Rooftop Lease Agreement (the "Agreement") on October 18, 2018 for an initial term of 5-years, commencing on the Commencement Date. The Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term.

2. In accordance with the Agreement, LESSOR grants to LESSEE, the right to install, maintain and operate communications equipment ("Use") in and/or upon that certain building or facility owned, leased or controlled by Lessor at 402 E. Snow King, Jackson, Wyoming (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and consist of approximately 108.5 square feet of land space adjacent to the building and 40 square feet of rooftop space on the building for a chimney to conceal antennas and related equipment, and are shown in detail on Exhibit "B" attached hereto and made a part hereof.

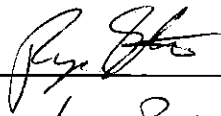
3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be: the first day of the month after LESSEE begins installation of LESSEE's Communications Equipment on the Premises or January 1, 2019, whichever occurs first.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

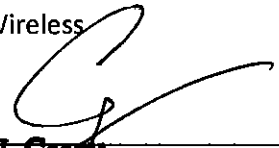
LESSOR:

Snow King Mountain Resort, LLC,
a Wyoming limited liability company

By: 
Its: Vice President
Date: June 6, 2018

LESSEE:

CommNet Cellular Inc.
d/b/a Verizon Wireless

By: 
Its: Executive Director Network Field Engineering
Date: 18-Oct-18

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this October 18, 2018 (date)
by Clifton H. Casey, Executive Director Network Field Engineering, of Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless, a Delaware limited liability company, on behalf of the company.

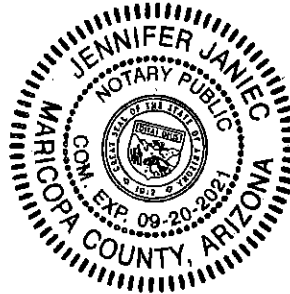
Jennifer Janiec

Notary Public

Print Name: Jennifer Janiec

My commission expires:

9-20-2021



Notary Seal

STATE OF Wyoming)
)
COUNTY OF Teton)

ACKNOWLEDGEMENT

I, Alicia Alfaro, a Notary Public for said County and State, do hereby certify that Ryan Stanley personally came before me this day and acknowledged that s/he is the Gen. Mgr. of Snow King Mountain Resort, LLC, a Wyoming limited liability company, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF BUILDING AND ROOFTOP AGREEMENT** as his/her own act and deed on behalf of Snow King Holdings, LLC, a Wyoming limited liability company.

WITNESS my hand and official Notarial Seal, this 6 day of June, 2018

[Signature]
Notary Public

My Commission Expires:

2/13/21



STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of CommNet Cellular Inc. d/b/a Verizon Wireless, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** as his/her own act and deed on behalf of CommNet Cellular Inc. d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20____.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION OF PROPERTY

A Parcel of Land located in the SE1/4 NW1/4 Section 34, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a Portion of Tract A as shown on Map T-71-A, as recorded in the Office of the Teton County Clerk and being more particularly described as follows:

Beginning at a Point on the south line of Said NW1/4 of Said Section 34, which Point lies N89°56'03"E,

248.15 feet from the Center-West One-Sixteenth Corner of Said Section, a southwesterly corner of Said Tract A;

Thence along the boundary lines of Said Tract A through the following courses and distances:

N01°35'27"W, 340.16 feet;
S89°47'24"E, 321.72 feet;
S44°50'13"E, 160.12 feet;
N45°15'00"E, 202.66 feet;
N00°19'48"E, 236.85 feet;
N45°05'36"W, 226.76 feet;
N68°54'11"W, 231.10 feet;
S71°15'33"W, 231.97 feet;
S52°32'51"W, 120.77 feet;
S37°26'42"W, 119.11 feet;
N52°32'56"W, 58.85 feet;
N26°00'21"E, 133.67 feet;
N27°43'21"E, 135.70 feet;
N89°52'28"E, 91.77 feet;
N00°34'45"W, 9.95 feet;
S88°30'46"E, 316.36 feet;
S59°05'58"E, 379.52 feet;
S00°16'09"E, 129.02 feet;

Thence departing the boundary of Said Tract A and proceeding along a boundary line of a parcel transferred from Snow King Resort, Inc. to SK Land LLC as shown on Map T-71E as recorded in Said Office, S58°37'05"W, 29.19 feet;

Thence continuing along said boundary line, S00°16'09"E, 364.73 feet to a point on the northwesterly boundary line of Lot 22 of the Lodge Ridge Lodge Homes Fifth Addition, Plat No. 1184 as recorded in Said Office;

Thence along said northwesterly boundary line, Lot 20, S33°01'48"W, 37.59 feet to a point on the northeasterly boundary line of Grand View Plaza Condominiums Addition, Plat No. 1258 as recorded in Said Office;

Thence along the boundary lines of Said Grand View Plaza Condominiums through the following courses and distances:

N35°54'57"W, 114.91 feet;

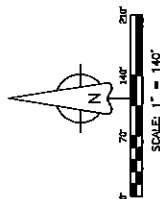
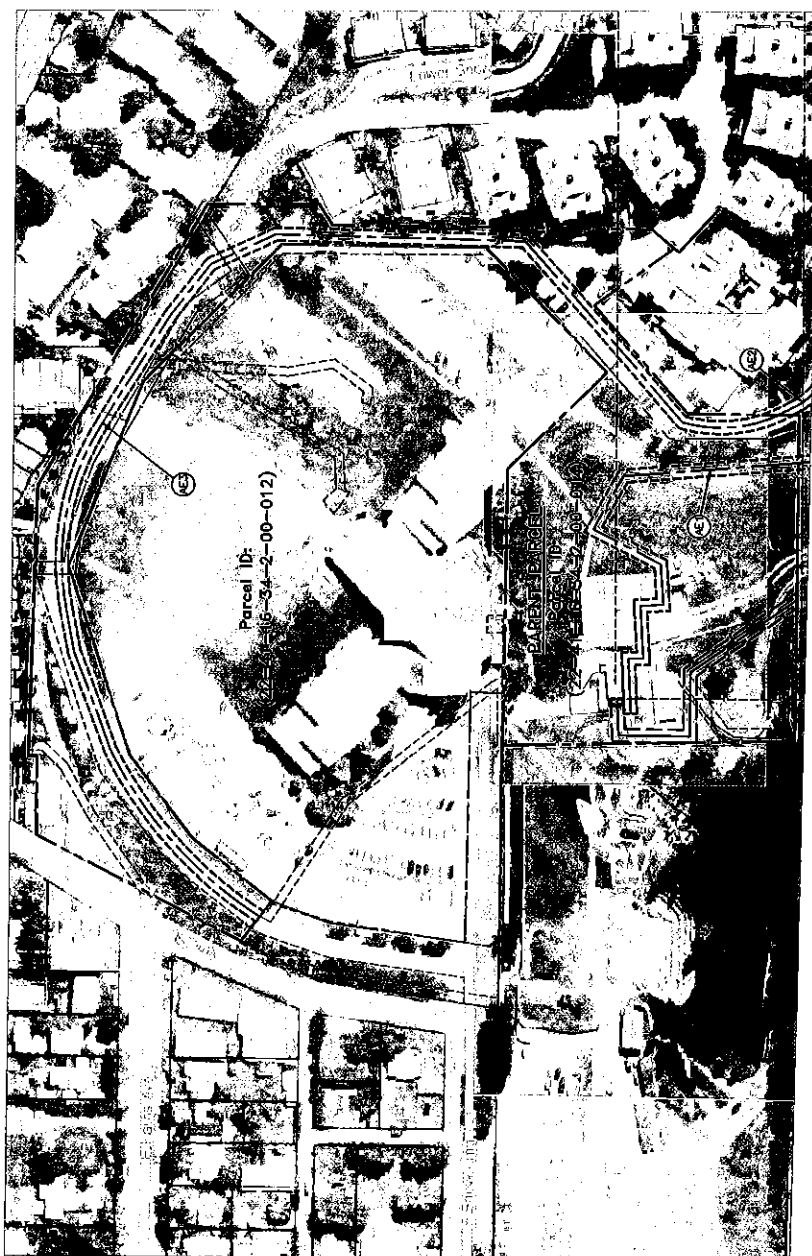
S48°04'04"W, 166.86 feet;

S00°03'57"E, 129.29 feet to the southwest corner of Said Grand View Condominiums and a point on the east-west midsection line of Said Section 34 and the southerly line of Said Tract A;

Thence along said southerly line, Tract A and said east-west midsection line, S89°56'03"W, 380.39 feet to the Point of Beginning.

EXHIBIT "B"
SITE PLAN OF PREMISES

See the attached.



CIS
PROFESSIONAL LAND SURVEYING
Mesa, UT (435)660-0816
cislps1@qmail.com

verizon
12877 W MC MILLAN RD.
BOISE, ID 83713

INFRASTRUCTURE
P A R T N E R S
AZ - CA - CO - ID - NM - NV - TX - UT

ACCESS EASEMENT

5 SITE INFO	WY3 SK COASTER	SU3
6 MEET INFO	SHEET 3 of 3	

[illegible]

DESIGNED FOR:

verizon
3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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REV	DATE	BY	CHK	DESCRIPTION
H	11/17/17	MDA		REMOVED PER COMMENTS
G	11/17/17	MDA		REMOVED PER COMMENTS
F	11/17/17	MDA		REMOVED PER COMMENTS
E	11/17/17	MDA		REMOVED PER COMMENTS
D	11/17/17	MDA		REMOVED PER COMMENTS
C	11/17/17	MDA		REMOVED PER COMMENTS
B	11/17/17	MDA		REMOVED PER COMMENTS
A	11/17/17	MDA		REMOVED PER COMMENTS

AZ - CA - CO - ID - NM - NV - TX - UT

PRELIMINARY
FOR LEASING ZONING

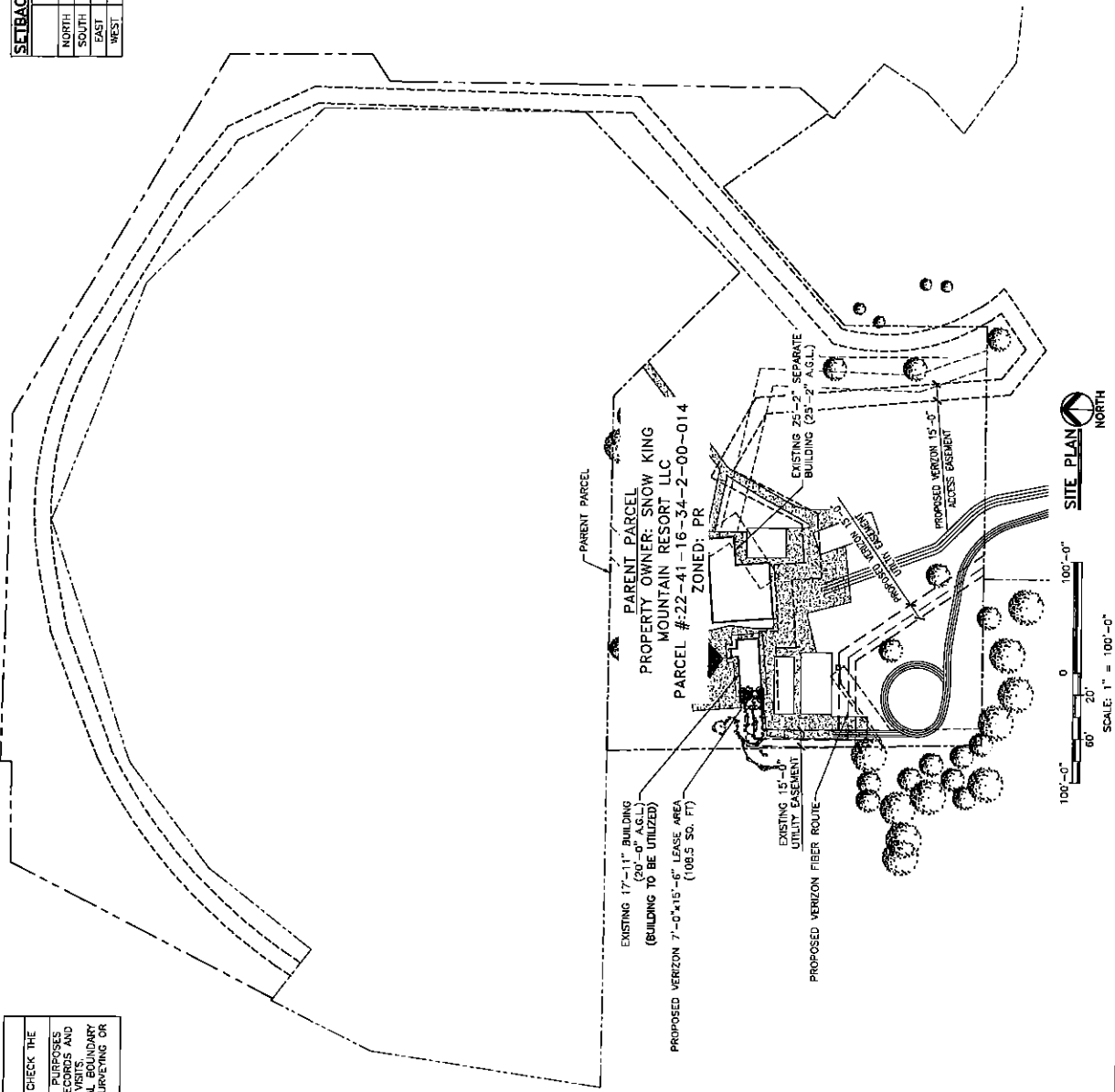
PROJECT NAME:	WY3 SK COASTER 2 EXISTING 17'-11" BUILDING (OVERALL HEIGHT: 20'-0" A.S.L.)
PROJECT ADDRESS:	402 E. SNOW KING AVENUE JACKSON, WY 83001 TETON COUNTY
SHEET TITLE:	SITE PLAN
SCALE:	8/24/2018 3:15 PM
SHEET NUMBER:	Z1

SETBACK TABLE:	
LEASE AREA BOUNDARY TO	PARENT PROPERTY LINE
NORTH	~12'
SOUTH	~201'
EAST	~331'
WEST	~44'

SITE NOTES:

1. PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR ANY UTILITIES.
2. INFORMATION SHOWN BELOW FOR PERMIT PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY. THIS INFORMATION IS NOT TO BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.

HYBRID/COAX POWER/GROUNDING FIBER ANTENNAS RHH/BBU PENETRATIONS



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NO.	DATE	BY	CHK	DESCRIPTION
1	11/17/17	WDA		REVISED PER COMMENTS
2	1/23/18	WDA		REVISED PER COMMENTS
3	12/21/18	WDA		REVISED PER COMMENTS
4	5/8/18	WDA		REVISED PER COMMENTS
5	8/24/18	WDA		REVISED PER COMMENTS

VERIZON INFRASTRUCTURE
AZ - CA - CO - ID - NM - NV - TX - UT

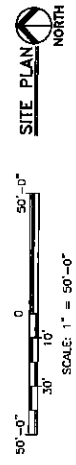
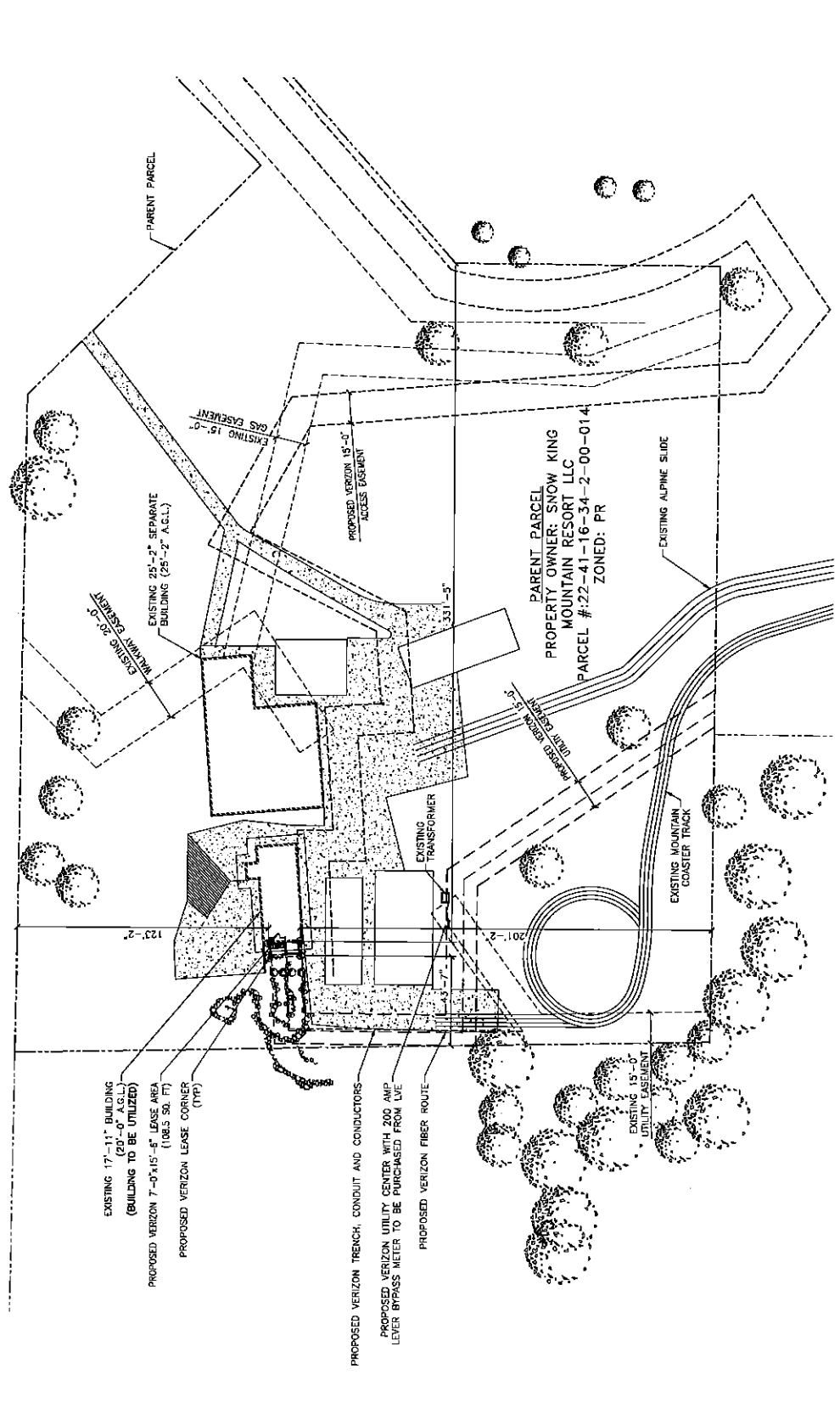
PRELIMINARY
FOR TESTING PURPOSES

PROJECT NAME	WY3 SK COASTER 2 EXISTING 17'-11" BUILDING (OVERALL HEIGHT: 20'-0" A.S.L.)
PROJECT ADDRESS	RAWLAND 402 E. SNOW KING AVENUE JACKSON, WY 83001 TETON COUNTY
SHEET TITLE	SITE PLAN
DATE	8/24/2018 3:16 PM
SHEET NUMBER	22

SETBACK TABLE:

LEASE AREA BOUNDARY TO PARENT PROPERTY LINE	SETBACK
NORTH	~123'
SOUTH	~201'
EAST	~331'
WEST	~44'

- SITE NOTES:**
1. FOR EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UTILITIES PRIOR TO CONSTRUCTION.
 2. INFORMATION SHOWN BELOW FOR CONSTRUCTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.





4/30/25

To: Tyler Valentine, Senior Planner

Transmitted via email to: tvalentine@jacksonwy.gov

RE: Verizon Wireless SK Coaster 2 Site Located at: 402 E Snow King Avenue Jacson WY 83001

To Whom It May Concern,

We write to inform you that Verizon Wireless has performed a radio frequency (RF) compliance pre-construction evaluation for the above-noted proposed site and based on the result of the evaluation, the site will be compliant with FCC Guidelines.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@VerizonWireless.com.

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.

Contact Email	Emergency Contact Phone
vzw.mountain.rfsp@verizon.com	800-264-6620

Sincerely,

Jennifer Sedillo

Manager-RF System Design, Verizon



Conditional Use Permit Application Narrative - SK Coaster 2

Date: April 30, 2025

To:

Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Subject: Request for Renewal of Conditional Use Permit for Verizon Wireless WY3 SK Coaster 2

To whom this may concern,

Verizon Wireless (VZW) respectfully requests approval to renew the Conditional Use Permit (CUP) originally granted on September 17, 2018 (Permit P18-164) for a wireless communication facility located at the Rafferty Activity Center in the Planned Resort-Snow King (PR-SK) zoning district, Snow King Resort, Jackson, Wyoming. The facility is located at 402 E Snow King Avenue, Parcel 22-41-16-34-2-00-014. The original permit has expired, and the Town of Jackson has requested reapplication to maintain the facility's operation.

Project Overview

The WY3 SK Coaster 2 facility is a stealth wireless communication installation designed to enhance Verizon's Personal Communications Services (PCS) network. It works in tandem with the WY3 SK Coaster 1 facility to address a critical coverage gap in the Town of Jackson, providing robust 4G-LTE service across a two-to-four-mile radius. The facility supports wireless internet, data transmission, and emergency communications for first responders, including paramedics, firefighters, and law enforcement, thereby promoting public safety and welfare.

The existing infrastructure includes:

- A faux chimney structure on the Rafferty Activity Center, concealing multiple antennas to blend with the building's architecture.
- Associated equipment housed within a leased space, screened to minimize visual impact.
- Access via existing resort infrastructure, including a 15-foot-wide utility easement connecting to the SK Coaster 1 facility.



Justification for Renewal

Verizon Wireless selected this site based on extensive radio frequency (RF) engineering studies, accounting for population density, traffic patterns, and the region's complex topography. The faux chimney was chosen after determining that collocation on existing structures, such as the Snow King Hotel rooftop, would not meet coverage needs for the eastern sector without significant visual impact. The SK Coaster 2 facility complements SK Coaster 1, ensuring seamless network coverage across downtown Jackson.

The facility is essential to Verizon's FCC obligations under Title 47, Part 24.103 of the Code of Federal Regulations, requiring continuous, reliable service. Without this site, VZW would face:

- Network design disruptions.
- Reduced coverage, especially during peak summer tourist seasons.
- Inability to deliver dependable service to residents, visitors, and public safety agencies.

Compliance with Town of Jackson LDRs

The facility complies with Section 6.1.10.D.3.f (Wireless Communications Facilities) of the Town of Jackson's Land Development Regulations, as detailed below:

- **Stealth Design:** All antennas are concealed within a faux chimney, integrated into the Rafferty Activity Center's architecture. The equipment is screened to ensure the facility's purpose is not apparent to a reasonable observer.
- **Height:** The faux chimney adheres to the LDR's height limit of 5 feet above the existing roofline for roof-mounted facilities.
- **Setbacks:** The facility is positioned to meet setback requirements, as confirmed in the original site plans.
- **Visual Compatibility:** The chimney design aligns with the recreational and architectural character of Snow King Resort, remaining unobtrusive from nearby residential and commercial areas.



- **Landscaping:** No landscaping is proposed, consistent with the developed nature of the activity center site.
- **Signage:** Only federally mandated signage is present, with no commercial messages.
- **Lighting:** No new lighting is proposed, preserving the existing aesthetic.
- **Noise:** The equipment produces negligible noise, complying with the 65 dBA limit for the PR-SK zone.
- **Quantity Limit:** This is the only wireless facility on the parcel, adhering to the one-facility-per-parcel rule.
- **Emergency Generators:** None are proposed.
- **Access and Security:** The facility uses existing resort access routes and is secured with screened enclosures, monitored 24/7 by VZW's remote operations center.
- **Notice:** VZW will comply with all public hearing and notification requirements, including posting signs as directed.

Consistency with Prior Approval

The facility was approved by the Town Council on September 17, 2018, following unanimous recommendations from the Planning Commission and Design Review Committee (DRC). It complies with the conditions of approval:

1. VZW maintains the stealth elements at its expense to ensure they blend with the surrounding architecture and remain unobtrusive.
2. The faux chimney's design and proportions serve as FCC-defined concealment elements.

Public Benefit

The SK Coaster 2 facility enhances 4G-LTE capacity in downtown Jackson, addressing service strain during high-demand periods. It supports critical communications for the Jackson Police Department, as noted by Police Chief Todd Smith in 2017, and ensures reliable service for the community. The stealth design preserves the scenic and recreational character of Snow King Resort, aligning with Subarea 6.3 of the Snow King Master Plan.



Safety and Regulatory Compliance

The facility meets all applicable FCC, FAA, and industry standards for construction, electromagnetic radiation, and safety. Documentation affirming compliance with ANSI standards and nondiscretionary building codes was included in the original CUP application, which remain valid as no structural changes are proposed.

Site Plans

The enclosed site plans, previously approved under P18-164, are resubmitted with this application. These include:

- Title and Information Sheet
- Photos, Existing and Proposed
- Property Survey with Site Plan Overview
- Survey Showing Access Easements
- Certification of Geographic Coordinates
- Site Plan
- Enlarged Site Plan
- Existing Elevation
- Proposed Elevations

Note: The plans reference “proposed” elements, but these are now “existing” as the facility was constructed per the 2018 approval.



Applicant Information

- **Applicant:** CommNet Cellular Inc. d/b/a Verizon Wireless
180 Washington Valley Road Bedminster, NJ 07921
- **Agent:** Chris Kennard, Elevation Wireless
Email: chris.kennard@elevationcompanies.com
Phone: (303) 913-7527
Address: 4610 S. Ulster Street, Ste. 150, Denver, CO 80237
- **Property Owner:** Snow King Mountain Resort, LLC
Contact: Ryan Stanley
Email: ryan@snowkingmountain.com
Phone: (307) 734-3351
Address: 575 S. Willow Street, Jackson, WY 83001

Conclusion

Verizon Wireless seeks to renew the CUP to continue providing vital wireless services to the Jackson community. The WY3 SK Coaster 2 facility is a proven, minimally invasive solution that balances technical requirements with the aesthetic and environmental priorities of Snow King Resort. We respectfully request approval to maintain this critical infrastructure.

Respectfully,

Chris Kennard
Site Acquisition Manager
Elevation Wireless, Representing Verizon Wireless

Enclosures:

- Site Plans (as listed above)
- Fully executed Memorandum of lease agreement (MOL) showing a contract in place.
- RF compliance letter
- RF emissions certification
- Signed application



CERTIFICATION STATEMENT

TO: Town of Jackson

RE: RF Emissions Certification

DATE: April 30, 2025

To Whom It May Concern,

This letter will confirm that the radio frequency emissions produced by the proposed site will not exceed and shall comply with all federal standards established by the Federal Communications Commission (FCC). Verizon Wireless facilities operate in strict compliance with all local, state, and federal regulations.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on this 30th of April 2025.

Signature: *Benjamin W. Floyd III*

Title: Verizon Radio Frequency Engineer

Sincerely,

Benjamin W. Floyd III
Radio Frequency Engineer
Verizon
5018041806

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Internal Services	Presenter:	Riley Hovorka
Agenda Item:	Resolution 25-19: FAA AIP Grant Agreement 85	Public Comment:	Yes

Purpose & Policy Considerations.

FAA has offered the Jackson Hole Airport Board a Grant Agreement in the not-to-exceed amount of \$1,985,132 to conduct a Miscellaneous Study, identified in the grant application as an Aviation Safety Facility Conceptual Planning Study. The Resolution presented for the Board of County Commissioner approval authorizes the Jackson Hole Airport Board to accept a grant in an amount of \$1,985,132.

Requested Action.

Staff requests that Council consider approving Resolution 25-19.

Recommendations.

Staff recommends approval of Resolution 25-19.

Background.

This is an Airport Improvement Program Grant from the Federal Aviation Administration under the Airport and Airway Improvement Act, 49 U.S.C. Chap. 471, Subchapter I.

The maximum federal share for this project is 93.75%.

The project consists of preparing a planning report to evaluate the feasibility of various potential sites at the Jackson Hole Airport that would accommodate the required facilities to provide critical aviation safety facilities for Aircraft Rescue and Fire Fighting (ARFF), Snow Removal Equipment (SRE), airfield/airport maintenance and other associated on-airport necessary safety operations. This planning effort will include conceptual design plans in order to adequately capture the needed facility components.

The existing aviation safety facilities at the Airport are in significant need of upgrades and enhancements to meet operational requirements. The new location will have to meet the Airport's operational needs and FAA's ARFF response time requirements. This conceptual planning project will begin that evaluation to ensure that a proposed new facility will meet the highest safety standards possible to support the traveling public.

Airport planning is an eligible use of FAA grant funding. In addition, portions of the cost to design and construct the aviation safety facilities to be considered in the study may be grant eligible.

This grant includes the traditional terms, conditions and assurances contained in prior AIP grants. As a reminder, Grant Condition 26 provides, "The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors."

This grant includes additional general and special conditions and assurances, including new grant assurances required by the FAA Reauthorization Act of 2024 and new conditions and assurances to reflect new Executive Orders, Executive Actions and priorities of the current Administration. The more noteworthy changes are listed below. This grant contains the same grant assurances as AIP 84 which was approved by the Town, County, and Airport Board in June 2025.

- Condition 2(c) (Close Out and Termination) now lists five specific circumstances under which FAA may terminate the grant.
- Condition 31(b) states that the Sponsor “certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.”
- Condition 32 states, “the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.”
- Assurance C(1) requires the Sponsor to comply with “all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant” and lists multiple Executive Orders issued by the current Administration, including EO 14149 (Restoring Freedom of Speech and Ending Federal Censorship), EO 14151 (Ending Radical and Wasteful Government DEI Programs and Preferencing), EO 14154 (Unleashing American Energy), EO 14168 (Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government), and EO 14173 (Ending Illegal Discrimination and Restoring Merit-Based Opportunity).
- New Assurance 40 prohibits the Sponsor from restricting or prohibiting the sale of 100-octane low lead aviation gasoline, in accordance with the FAA Reauthorization Act of 2024.

Analysis & Key Policy Questions.

The Teton County Commission is scheduled to approve this grant at its August 5, 2025 meeting.

Possible Alternatives.

- 1) Adopt Resolution 25-19
- 2) Not adopt Resolution 25-19, denying approval of the FAA Grant Agreement
- 3) Request revisions to the FAA Grant Agreement

Comprehensive Plan & Priority Alignment.

Airport operations and upgrades to airport facilities are in direct alignment with Common Value 3, Quality of Life and more specifically, Principle 8.2 coordinating the provision of infrastructure and facilities needed for service delivery. The airport also has a direct correlation to a diverse and balanced economy as noted in Section 6 of Common Value 3.

Fiscal Impact.

Jackson Hole Airport Board will have to fund the difference between the overall project cost and the FAA AIP grant.

Staff Impact.

The Town Clerk spent approximately 30 minutes preparing meeting materials and the Town Attorney spent additional time providing legal analysis.

Attachments or Links.

Resolution 25-19

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

I move to adopt of the proposed Resolution, and approval of the FAA Grant Agreement to Conduct Miscellaneous Study at the Jackson Hole Airport with the FAA obligation under the grant being \$1,985,132.

**TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 25-19**

A RESOLUTION PROVIDING APPROVAL FOR A GRANT TO
CONDUCT AVIATION SAFETY FACILITY CONCEPTUAL PLANNING STUDY
GRANT NO. 3-56-0014-085-2025

WHEREAS, the Jackson Hole Airport Board (the “Board”) was organized as an airport board on January 17, 1968, pursuant to Wyoming Statute § 10-5-202; is deemed a joint power board pursuant to Wyoming Statute § 16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole Airport (“Airport”); and

WHEREAS, the Board is authorized to receive grants from the Federal Aviation Administration (“FAA”) for planning and/or improvements to the Airport; and

WHEREAS, the Board has received a grant offer from FAA authorized under the Airport Improvement Program to Conduct Miscellaneous Study, identified as an Aviation Safety Facility Conceptual Planning Study in the project application, in the not-to-exceed amount of ONE MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED AND THIRTY-TWO DOLLARS (\$1,985,132), and the Board desires to accept such grant; and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson, as co-sponsor, in order for the Board to receive such a grant.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept FAA Grant Number 3-56-0014-085-2025 in the amount of ONE MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED AND THIRTY-TWO DOLLARS (\$1,985,132), to Conduct Miscellaneous Study as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 4th day of August 2025.

TOWN OF JACKSON, WYOMING

By: _____
Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Internal Services	Presenter:	Riley Hovorka
Agenda Item:	Resolution 25-20: FAA AIP Grant Agreement 86	Public Comment:	Yes

Purpose & Policy Considerations.

FAA has offered the Jackson Hole Airport Board a Grant Agreement in the not-to-exceed amount of \$1,158,575 to Construct Deicing Pad and Containment Facility (Phase 3 – Pavement Base Course). The Resolution presented for the Board of County Commissioner approval authorizes the Jackson Hole Airport Board to accept a grant in an amount of \$1,158,575.

Requested Action.

Staff requests that Council consider approving Resolution 25-19.

Recommendations.

Staff recommends approval of Resolution 25-19.

Background.

This is an Airport Improvement Program Grant from the Federal Aviation Administration under the Airport and Airway Improvement Act, 49 U.S.C. Chap. 471, Subchapter I.

The maximum federal share for this project is 93.75%.

The grant funds will be applied towards a portion of Phase 3 of the deicing pad project, which includes the expansion of the deicing pad from three spots to five spots and procurement and installation of dispensing and collection systems. This project is currently underway.

Phase 3 of the deicing pad project will focus on the production of aggregate base courses from native on-site material for use in the deicing pad pavement sections and underground tank installation which will be constructed on 2026. The use of on-site native sources to produce aggregates for pavement construction and tank installation on the Airport will save approximately 21,000 cubic yards, or 1,100 truck trips, from being hauled to the Airport from an off-site location.

This grant includes the traditional terms, conditions and assurances contained in prior AIP grants. As a reminder, Grant Condition 26 provides, "The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors."

This grant includes additional general and special conditions and assurances, including new grant assurances required by the FAA Reauthorization Act of 2024 and new conditions and assurances to reflect new Executive Orders, Executive Actions and priorities of the current Administration. The more noteworthy changes are listed below. This grant contains the same grant assurances as AIP 84 which was approved by the Town, County, and Airport Board in June 2025.

- Condition 2(c) (Close Out and Termination) now lists five specific circumstances under which FAA may terminate the grant.
- Condition 31(b) states that the Sponsor "certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws."

- Condition 32 states, “the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.”
- Assurance C(1) requires the Sponsor to comply with “all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant” and lists multiple Executive Orders issued by the current Administration, including EO 14149 (Restoring Freedom of Speech and Ending Federal Censorship), EO 14151 (Ending Radical and Wasteful Government DEI Programs and Preferencing), EO 14154 (Unleashing American Energy), EO 14168 (Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government), and EO 14173 (Ending Illegal Discrimination and Restoring Merit-Based Opportunity).
- New Assurance 40 prohibits the Sponsor from restricting or prohibiting the sale of 100-octane low lead aviation gasoline, in accordance with the FAA Reauthorization Act of 2024.

Analysis & Key Policy Questions.

The Teton County Commission is scheduled to approve this grant at its August 5, 2025 meeting. The Airport Board is scheduled to approve this grant at its August 20, 2025 meeting.

Possible Alternatives.

- 1) Adopt Resolution 25-20
- 2) Not adopt Resolution 25-20, denying approval of the FAA Grant Agreement
- 3) Request revisions to the FAA Grant Agreement

Comprehensive Plan & Priority Alignment.

Airport operations and upgrades to airport facilities are in direct alignment with Common Value 3, Quality of Life and more specifically, Principle 8.2 coordinating the provision of infrastructure and facilities needed for service delivery. The airport also has a direct correlation to a diverse and balanced economy as noted in Section 6 of Common Value 3.

Fiscal Impact.

Jackson Hole Airport Board will have to fund the difference between the overall project cost and the FAA AIP grant.

Staff Impact.

The Town Clerk spent approximately 30 minutes preparing meeting materials and the Town Attorney spent additional time providing legal analysis.

Attachments or Links.

Resolution 25-20

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

I move to adopt of the proposed Resolution, and approval of the FAA Grant Agreement to Construct Deicing Pad and Containment Facility (Phase 3 – Pavement Base Course) at the Jackson Hole Airport with the FAA obligation under the grant being \$1,158,575.

**TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 25-20**

A RESOLUTION PROVIDING APPROVAL FOR A GRANT TO
CONSTRUCT DEICING PAD AND CONTAINMENT FACILITY
(PHASE 3 – PAVEMENT BASE COURSE)
GRANT NO. 3-56-0014-086-2025

WHEREAS, the Jackson Hole Airport Board (the “Board”) was organized as an airport board on January 17, 1968, pursuant to Wyoming Statute § 10-5-202; is deemed a joint power board pursuant to Wyoming Statute § 16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole Airport (“Airport”); and

WHEREAS, the Board is authorized to receive grants from the Federal Aviation Administration (“FAA”) for planning and/or improvements to the Airport; and

WHEREAS, the Board has received a grant offer from FAA authorized under the Airport Improvement Program for the Construct Deicing Pad and Containment Facility (Phase 3 – Pavement Base Course) project in the not-to-exceed amount of ONE MILLION ONE HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$1,158,575), and the Board desires to accept such grant; and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson, as co-sponsor, in order for the Board to receive such a grant.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept FAA Grant Number 3-56-0014-086-2025 in the amount of ONE MILLION ONE HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$1,158,575), for the Construct Deicing Pad and Containment Facility (Phase 3 – Pavement Base Course) project as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 4th day of August 2025.

TOWN OF JACKSON, WYOMING

By: _____
Arne O. Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance Z, An Ordinance Amending Section 2.32.080, Rules and Regulations of the Police Department	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council approves all ordinances and provides direction for updating ordinances. Wyo. Stat. § 15-5-102(b) allows the governing body to establish a police department personnel system and Section 2.32.080 of the Municipal Code addresses rules and regulations of the Police Department. The Policy Manual for General Employees, which applies to members of the Police Department, was adopted in March 2025. This section of the Municipal Code needs to be updated to clarify and simplify any remaining areas to be addressed in policies and procedures unique to the Police Department.

Requested Action.

Staff requests Council approve Ordinance Z, An Ordinance Amending Section 2.32.080, Rules and Regulations of the Police Department, on third and final reading and designate it Ordinance 1444.

Recommendations.

Staff recommends Council approve Ordinance Z, An Ordinance Amending Section 2.32.080, Rules and Regulations of the Police Department, on third and final reading and designate it Ordinance 1444.

Background.

Staff noted on March 17, 2025 that we would be bringing forward an ordinance to update Section 2.32.080 of the Municipal Code addressing Rules and Regulations of the Police Department. Wyo. Stat. § 15-5-102(b) allows the governing body to establish a police department personnel system and Section 2.32.080 of the Municipal Code addresses rules and regulations of the Police Department. Council approved this ordinance on first reading at the July 21, 2025 Town Council meeting and on second reading at the August 4, 2025 Town Council meeting.

This ordinance changes the title of this section from 'Rules and regulations,' to 'Policies and procedures.' Many of the policies and procedures for the Police Department will now be addressed in the following 3 documents, 1) the Policy Manual for General Employees; 2) the Operational Guidelines for all employees currently being developed; and 3) the Conflicts of Interest Ordinance soon to be presented. These three documents will also address some aspects governing the conduct of members of the Police Department including uniforms and equipment to be worn or carried, hours of service, assignment and stationing of members, vacations and other similar matters. As a result, staff is presenting amendments to Section 2.32.080 of the Jackson Municipal Code, changing the title of that section to 'Policies and procedures,' and amending and eliminating portions of this section that are now outdated and will be unnecessary due to adoption of these other documents.

Any remaining Police policies or procedures not addressed in these documents, will be brought forward to Council for consideration and will include areas unique to the Police Department.

Analysis.

Provisions in the current Police Department policy manual must comply with the newly updated Policy Manual for General Employees, and in areas where there is a conflict, the Policy Manual for General Employees takes precedence. This amendment to the municipal code clarifies that matters not addressed in the Town of Jackson Policy Manual for General Employees or in the Operational Guidelines would be addressed in the Police Department Policy Manual.

Key Policy Question #1. Does the Town Council support the ordinance amending Section 2.32.080 of the Municipal Code relating to the rules and regulations of the Police Department?

Next Steps:

- Upon final adoption this ordinance will be advertised in the paper and become effective. The ordinance changes will be codified with the next update to the Municipal Code.
- The Operational Guidelines addressing staff level matters for all employees will be finalized and approved at a staff level, and ongoing education and training will occur.
- Staff will then work with the Police Department to update their departmental policy manual to ensure compliance with the overall policies, Operational Guidelines, and Conflicts of Interest ordinance. The Police Department policy manual is extensive and updating this departmental manual will include additional work with the Police Department. Once the Police Department policy manual is in updated format, it will be presented to Town Council for approval.

Possible Alternatives.

Council could delay adoption until a future date.

Comprehensive Plan & Priority Alignment.

The ability of the Town of Jackson to implement and take actions aligned with the Comprehensive Plan depends on the ability to recruit and retain an effective workforce. Establishing policies that create a positive working environment that leads to recruitment and retention of employees is aligned with Common Value #3, Quality of Life, and directly relates to Section 8, Quality Community Service Provision.

Fiscal Impact.

There is no fiscal impact as a result of amending this ordinance specifically. There is a fiscal impact for adoption of ordinances as they must be advertised. The cost to advertise an ordinance is dependent upon the length and runs between \$300 - \$800 for shorter ordinances.

Staff Impact.

The staff impact of this ordinance, separate from the Policy Manual update project, is approximately 17 hours and includes time spent by the Director of Internal Services with additional time spent by the Town Manager, the Town Attorney, the Chief of Police, and the Lieutenant. Staff impact after adoption is estimated at an additional 2 hours including advertising and codification.

Attachments or Links.

Ordinance Z, An Ordinance Amending Section 2.32.080, Rules and Regulations of the Police Department.

Suggested Motion.

I move to approve Ordinance Z, An Ordinance Amending Section 2.32.080, Rules and Regulations of the Police Department, on third and final reading and designate it Ordinance 1444.

ORDINANCE Z

AN ORDINANCE AMENDING SECTION 2.32.080, RULES AND REGULATIONS, OF TITLE 2, ADMINISTRATION AND PERSONNEL, REGARDING POLICE DEPARTMENT RULES AND REGULATIONS OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

Section 2.32.080, Rules and Regulations, of Title 2, Administration and Personnel, of the Municipal Code of the Town of Jackson, Wyoming, is hereby amended to read as follows:

2.32.080 – Policies and procedures.

The Chief of Police may recommend such policies and procedures regarding matters not addressed in the Town of Jackson Policy Manual or Town of Jackson Operational Guidelines and, when approved by the Town Council, they shall be binding upon the members of the Police Department. In the event of conflict, any such policies or procedures are subordinate to the Town of Jackson Policy Manual or Town of Jackson Operational Guidelines.

(Ord. ____ § 1, 2025; Ord. 1337 § 1, 2022; Ord. 873 § 2, 2008; Ord. 152 § 8, 1973)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE 21st DAY OF JULY, 2025.

PASSED 2ND READING THE 4th DAY OF AUGUST, 2025.

PASSED AND APPROVED THE ____ DAY OF _____, 2025.

TOWN OF JACKSON

BY: _____

Arne O. Jorgenson, Mayor

ATTEST:

BY: _____

Riley Hovorka, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, 2025.

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

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	August 18, 2025	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Internal Services	Presenter:	Riley Hovorka
Agenda Item:	Franchise Agreement: RAD Curbside	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider the proposed franchise agreement with RAD Curbside.

Requested Action.

Staff requests Council review and consider the proposed franchise agreement with RAD Curbside.

Recommendations.

Staff recommends Council approve the proposed franchise agreement with RAD Curbside.

Background.

In June of 2025, RAD Curbside contacted staff to request a franchise agreement to provide recycling and trash collection services in Jackson. RAD Curbside currently provides recycling and trash collection services in in Teton Valley, Idaho and Alta, Wyoming. This ordinance was approved at first and second reading during the regularly scheduled July 21, 2025 and August 4, 2025 Town Council meetings, respectively.

Analysis.

The RAD Curbside franchise agreement was drafted in accordance with the Town's current standard terms – including the new bear and Pay as You Throw ordinances. Highlights include:

- Term: Five years.
- Collection Materials:
 - *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
 - *Construction / Demolition Waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
 - *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- Fees:
 - 5% of gross revenues per year for the collection of Municipal Solid Waste and Construction / Demolition Waste.
 - 2% of gross revenues per year for the collection of Compostable / Recyclable Materials. This rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts.
- Salvage Rights. RAD Curbside becomes the absolute owner of all Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise
- Conduct of Work. RAD Curbside must:
 - Replace the cover after emptying receptacles.

- Exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles.
- Not burn any Municipal Solid Waste and Compostable / Recyclable Materials.
- Haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that salvaged to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used.
- Not allow spillage occurs and haul in such a manner so as not to scatter materials en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary.
- Bear-Resistant Zone. RAD Curbside must comply with these regulations.
- Pay as You Throw. RAD Curbside must comply with this ordinance.
- Serve any area annexed into the Town in the future.

Possible Alternatives.

Council could adopt the franchise ordinance at third reading with changes as set forth by Council today.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan Principle 2.5 – Reduce greenhouse gas emissions through waste management and water conservation

Net Zero by 2030 Resolution

Rights of Nature Resolution

Town Sustainability Plan

Goal: Reduce waste generation and increase diversion rates

Targets: Reduce landfilled waste 20% by 2030; divert 60% of our waste stream by 2030

Strategy: Implement Pay-As-You-Throw Pricing

Fiscal Impact.

Cost of the ordinance:

- The Town of Jackson contracts with the company MuniCode to host the Jackson Municipal Code and process changes enacted by Council. The supplement service to codify new ordinances costs \$3,000 annually and does not fluctuate with the number of ordinances enacted by Council, thus the fiscal impact of this ordinance (and all) codification is minimal.
- The Town is, pursuant to statute, required to publish ordinances in a newspaper of general circulation in the community (which is the News & Guide weekly). The cost of publication varies, depending on ordinance length, and is a minimum of \$200 for short ordinances.

Revenue:

- The Town will collect 5% of gross revenues per year for the collection of Municipal Solid Waste and 2% of gross revenues per year for the collection of Compostable / Recyclable Materials. The exact revenue figure is indeterminable at this time, as it depends, annually, on the number of customers of the franchisee.

Staff Impact.

Contacting and working with RAD Curbside I and drafting the ordinances took approximately 1.5 hours in the Legal Department staff time and 1 hour of the Town Clerk's time.

Attachments or Links.

- Ordinance A, an ordinance granting a franchise to RAD Curbside

Suggested Motion.

I move to approve Ordinance A, an ordinance granting a franchise to RAD Curbside, on third reading and designate it Ordinance 1445.

ORDINANCE A

AN ORDINANCE GRANTING RAD CURBSIDE, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING THE RIGHTS AND LIABILITIES THEREUNDER.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

SECTION I.

WHEREAS, the Town Council, having determined that RAD Curbside, Inc. ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming ("Franchising Authority" or "Town"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
4. The Franchise granted to Grantee is nonexclusive.

Paragraph 1. Grant of Authority. There is hereby granted to Grantee the permission, right, privilege, and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement ("Franchise") and the applicable laws of the State of Wyoming, to collect and dispose of Municipal Solid Waste and Compostable / Recyclable Materials as those terms are defined in this Franchise within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Paragraph 2. Term of Franchise. The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this Franchise and make a determination with respect to an appropriate extension.

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the execution of this Franchise Agreement, collect Municipal Solid Waste and Compostable / Recyclable Materials in the said Town and transport or cause the same in accordance with the law and the ordinances of said Town to a municipal solid waste processing facility, recycling facility, and/or composting facility; to pay all costs and charges therefore; and to ensure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson collection being sufficient to prevent accumulation and spread of Municipal Solid Waste, recyclable refuse,

and compostable materials, with no less than three (3) service collection frequency options offered to customers, and with hours of collection being subject to the approval of Grantor.

Paragraph 4. Definitions. For the purposes of this Franchise the following terms shall have the meaning given herein:

- A. *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
- B. *Construction / Demolition Waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
- C. *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- D. *Answering Service* shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay franchise fees as follows:

- A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste and Construction / Demolition Waste.
- B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials. This rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts.

Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting therefrom only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant and according to Generally Accepted Accounting Principles ("GAAP") upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of

doing business shall increase substantially for other like franchisees. Franchisee is not required to obtain a separate business license under Title 5 of the Municipal Code of the Town of Jackson, Wyoming provided that this Franchise is in full force and effect.

Paragraph 6. Late Payments. In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

Paragraph 7. Books and Records. Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other location. Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

Paragraph 8. Rights and Privileges. The Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a collection service in the Town for Municipal Solid Waste and Compostable / Recyclable Materials for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Municipal Solid Waste and Compostable / Recyclable Materials collection specified in Paragraph 18 below, and subject to any and all statutes or rules and regulations of the State of Wyoming.

Paragraph 9. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Municipal Solid Waste and Compostable / Recyclable Materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Paragraph 10. Conduct of Work. Grantee, its employees or agents, engaged in the collection of Municipal Solid Waste and Compostable / Recyclable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles containing the same. Grantee may not burn any Municipal Solid Waste and Compostable / Recyclable Materials but must haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that set forth in Paragraph 9 of this Franchise to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, its employees or agents, shall insure in the hauling of Municipal Solid Waste and Compostable / Recyclable Materials that no spillage occurs and that the Municipal Solid Waste and Compostable / Recyclable Materials be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary and practical to do so and shall see to its proper storage.

Paragraph 11. Bear-Resistant Zone. Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee's customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

Paragraph 12. Pay-As-You-Throw. Grantee acknowledges and recognizes that the Town of Jackson enacted an ordinance to implement a "pay-as-you-throw" program ("PAYT Program") as set forth in Title 8 of the Jackson Municipal Code, as amended. Grantee shall provide hauling services to its customers in compliance with the PAYT Program, which requires, effective as of August 1, 2025, that Grantee shall offer its residential customers hauling service for at least two (2) Bear-resistant receptacle sizes, the sizes of which must differ by a minimum of 25 gallons, at variable rate pricing based upon the size of the receptacle, the rates of which must differ by a minimum of 30%, and at least three (3) service collection frequency options.

Paragraph 13. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this paragraph. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

Paragraph 14. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Municipal Solid Waste and Compostable / Recyclable Materials collection fees or charges.

Paragraph 15. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 16. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an Answering Service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring collection services for Municipal Solid Waste and Compostable / Recyclable Materials.

Paragraph 17. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town.

Paragraph 18. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Municipal Solid Waste and Compostable / Recyclable Materials as Grantee

shall reasonably establish from time to time. The Town, as Grantor, reserves the right to regulate the fees in the event the Town shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Municipal Solid Waste and Compostable / Recyclable Materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or monopolistic levels.

Paragraph 19. Enforcement. In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

Paragraph 20. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 21. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise.

Paragraph 22. Pick-Up Locations. Municipal Solid Waste, Compostable / Recyclable Materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by ordinance of the Town.

Paragraph 23. Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, upon mailing when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

The notices or responses to the Franchising Authority shall be addressed as follows:

Town of Jackson
Town Clerk
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001

The notices or responses to the Grantee shall be addressed as follows:

RAD Curbside, Inc.
David Hudacsko
P.O. Box 761
455 S. Main Street
Driggs, ID 83422

Paragraph 24 Miscellaneous Provisions.

- A. Binding Effect. This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. Severability. If any Paragraph, sentence, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Paragraph, sentence, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.
- C. Governmental Immunity. The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. Venue. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. Controlling Law. This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
- F. Non-Waiver. Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Franchise shall not be deemed a waiver of such breach unless expressly set forth in writing.
- G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. Descriptive Headings. The captions to Paragraphs contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise.

RAD CURBSIDE, INC.

TOWN OF JACKSON

David Hudacsko, Owner/Operator

Arne Jorgensen, Mayor

ATTEST:

Riley Hovorka, Town Clerk

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ___ DAY OF ___, 2025.

PASSED 2ND READING THE ___ DAY OF ___, 2025.

PASSED 3RD READING AND APPROVED THE ___ DAY OF ___, 2025.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ___ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the ___ day of ___, 2025.

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

Riley Hovorka, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: August 18, 2025

RE: Town Manager's Report

Conflicts of Interest Ordinance

Staff has been working on a Conflicts of Interest Ordinance to present to Town Council for consideration since the Policy Manual was adopted in March of this year. Wyoming Statute 15-1-127(c) mandates that the Town have an ordinance prescribing requirements governing conflicts of interest by any employee and any member of their immediate family and procedures by which any employee and any member of their immediate family may be exempt from those requirements. Staff realized that we did not have such an ordinance in our municipal code. Staff also wanted to address service on appointed Town or Town/County boards, service on boards of organizations receiving funding from the Town, and outside employment. Input from Department Directors has been gathered and once employee input has been gathered, staff will present this ordinance for Council consideration in the coming months. Please reach out if you have questions.

Temporary Sign Permits

The Temporary Sign Permits for Council consideration at this meeting are:

- ✓ Community Prevention Coalition of TC requests to hang one temporary banner at 200 Powderhorn Lane (Powderhorn Park) from September 7 – 20, 2025 to advertise their Community Unity for Suicide Prevention Walk. (P25-147).
- ✓ The Betts requests to hang three temporary banners; one at 105 Buffalo Way (Albertson's) from September 6-13, 2025, one at (35 E Snow King), Private Residence of Francine Bartlett from August 19 – September 2, 2025, and one at 305 Snow King Avenue (Fairgrounds) from September 11-13, 2025 to advertise the Horseshoe Music Festival (P25-150)

Staff recommends approval of these requests and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permits as requested.

Wyoming Association of Municipalities (WAM) Regional Meeting

WAM's Regional Meetings will take place throughout September. These meetings will include:

1. A legislative update
2. A review of legislative priority set by your region
3. Round table discussion
4. Election of Leadership Training Committee Rep.

Jackson is in WAM's Region 5, see map below. The Region 5 meeting will be on Wednesday, September 3 at 5:00PM in Mountainview. Mayor Jorgensen and the Town Manager plan to attend. With acceptance of the Town Manager's report, travel for the Mayor and any other Councilmembers that want to attend will be approved.



Transit Signal Priority (TSP) Component of the BUILD Grant

Following a review of the proposed Wyoming Department of Transportation (WYDOT) conditions of installation and operations of the Transit Signal Priority (TSP) Component of the BUILD Grant, the START Board of Directors recently recommended requesting the removal of the TSP project from the BUILD grant. The review focused on an assessment of the potential benefit of the TSP project relative to the return on investment given the cost of both the near-term capital investment as well as long-term required operations and maintenance staff time and budget commitments. The START Board further recommended requesting the reallocation of the TSP-related Federal funds to other BUILD projects. The START Board also recommended that the Town and County allocate funding to perform a Consolidated Operations (ConOps) study required by WYDOT prior to the implementation of TSP. The Board further recommended that

staff apply for a future FTA Capital grant for implementation of TSP if the ConOps study indicates improved efficiency for transit and is able to secure WYDOT approval.

The timing of this conversation was driven by the fact that Teton County staff is pursuing the removal of the Teton Pass Trail from the BUILD grant and FTA staff advised staff that any/all such requests to remove project components from the BUILD grant be packaged as a single request. This series of events resulted in staff seeking direction as to whether to continue expending professional services dollars to develop the Concept of Operations Plan required by WYDOT for the approval of TSP or cease activities and request removal of the TSP project from the BUILD grant, including a request to redistribute the federal funds to other BUILD projects.

At the regularly scheduled August 5, 2025, Teton County Board of County Commissioners meeting, The County Commissioners directed County staff to request that FTA remove the TSP project from the BUILD grant and reallocate the funds to other BUILD grant projects.

Additional information can be found in the Staff Report for the July 24, 2025, regularly scheduled START Board meeting or the staff report for the August 5, 2025 meeting of the Teton County Board of County Commissioners.