



## Board of County Commissioners - Staff Report

**Meeting Date:** February 3, 2026

**Submitting Dept:** Parks and Recreation

**Presenter:** Andy Erskine, Parks Superintendent

**Subject:** Munger Mountain MOU

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### **Statement / Purpose:**

The purpose of this item is to seek approval of a Memorandum of Understanding for providing cooperative land use management of the Munger Mountain State Trust parcel, between Teton County, Jackson Hole Land Trust, and Friends of Pathways.

### **Background / Description (Pros & Cons):**

Teton County acquired a Special-Use Lease on the 640-acre Munger Mountain State parcel, per the Special Use Lease, signed and dated June 20, 2025. This MOU outlines shared responsibilities for the first 3 years from the date of Teton County's acceptance of the lease, June 3, 2025. The shared responsibilities will be divided between Teton County, Jackson Hole Land Trust, and Friends of Pathways (FOP), with the Snake River Ranch serving as a primary stakeholder. Snake River Ranch holds grazing rights on the property. A cooperative relationship for land use management is defined, focusing primarily on noxious weed control, habitat enhancement, and monitoring of the property for the first three years as outlined in the August 1, 2024, Teton County Munger Mountain Land Use Management Plan, Exhibit A. The JH Land Trust will fundraise and contract with Intermountain Aquatics for a comprehensive 3-year approach to noxious weed control and raise funds for those efforts. FOP will evaluate trails and access during this period, and there may be bridge work for areas of trail improvements. The parcel is accessible to the public; however, staff and stakeholders will not encourage access until noxious weed control and a plan for habitat enhancement have been identified.

### **Stakeholder Analysis & Involvement:**

Staff have met, and will continue to meet, several times per year to evaluate ongoing progress with respect to this MOU. Included in those meetings are Teton County, JH Land Trust, Friends of Pathways, Snake River Ranch Manager, and Teton Conservation District. This updated MOU was derived from the most recent meeting held on January 14, 2026. The team also met on June 20, 2025, to initiate the Management Plan. Staff continually correspond with Snake River Ranch, JH Land Trust and Friends of Pathways via phone and email as needed to ensure compliance with land use management activities.

### **Fiscal Impact:**

Current fiscal impact is limited to staff time coordinating with Stakeholders and Intermountain Aquatics to set expectations for summer noxious weed implementation, site visits, and review outcomes.

### **Staff Impact:**

Teton County staff anticipates approximately 20-30 hours of administrative time during FY26, and similar impacts in FY27.

### **Legal Review:**

Gingery

### **Staff Input / Recommendation:**

Staff recommends that the Board of County Commissioners approve the 2026 Memorandum of Understanding Providing for Cooperative Land Use Management of the Munger Mountain State Trust Land Parcel, between Teton County, Jackson Hole Land Trust, and Friends of Pathways.

**Attachments:**

2026 Memorandum of Understanding

Signed Special Use Lease 6.20.25

Application for Special Use Lease, Exhibit A 8.1.24

**Suggested Motion:**

I move to approve the 2026 Memorandum of Understanding Providing for Cooperative Land Use Management of the Munger Mountain State Trust Land Parcel between Teton County, Jackson Hole Land Trust, and Friends of Pathways.

2026

**MEMORANDUM OF UNDERSTANDING**

**PROVIDING FOR COOPERATIVE**

**LAND USE MANAGEMENT OF THE**

**MUNGER MOUNTAIN STATE TRUST LAND PARCEL**

**Memorandum of Understanding between**

**Teton County/Jackson Parks and Recreation Department,  
P.O. Box 811, Jackson, Wyoming 83001,**

**Friends of Pathways, a Wyoming non-profit corporation,  
P.O. Box 2062, Jackson, WY 83001, and the**

**Jackson Hole Land Trust, a Wyoming non-profit corporation,  
P.O. Box 2897, Jackson, Wyoming 83001**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026, the parties hereby agree to the following:**

WHEREAS, Teton County, Wyoming, is a duly organized county of the State of Wyoming; and

WHEREAS, the Wyoming Board of Land Commissioners granted a special use lease to Teton County for the Munger Mountain State Land Parcel (Section 36, Township 40 North, Range 117 West, 6<sup>th</sup> P.M.) on August 1, 2024; and

WHEREAS, the Munger Mountain State Land Parcel lease to Teton County is for a 35-year term to be utilized for a recreational trail system, parking areas, and wildlife habitat improvement; and

WHEREAS, there is a need to coordinate management, including recreation management and natural resource preservation, so as to best serve the public; and

WHEREAS, Teton County has created the Teton County Munger Mountain Land Use Management Plan dated July 24, 2025; and

WHEREAS, the Teton County/Jackson Parks and Recreation Department is Teton County's designated county department to manage the Munger Mountain Parcel; and

WHEREAS, the Jackson Hole Land Trust and Friends of Pathways are identified in the Teton County Munger Mountain Land Use Management Plan as partners in providing support and assistance in the county's management of the Munger Mountain Parcel; and

WHEREAS, the parties have agreed to enter into this Memorandum of Understanding to outline their roles in the management of the Munger Mountain Parcel.

**NOW THEREFORE BE IT RESOLVED THAT:**

Teton County/Jackson Parks and Recreation Department, Friends of Pathways, and the Jackson Hole Land Trust, herein referred to as partners, seek to enhance recreational values, conserve critical migration and winter range habitats for ungulates, and protect the ongoing agricultural uses of the Munger Mountain Parcel and agree as follows:

**A. Teton County Agrees to:**

1. Recognize the Jackson Hole Land Trust and Friends of Pathways as partners identified in the July 24, 2024, Teton County Munger Mountain Land Use Management Plan, and to work with the Jackson Hole Land Trust and Friends of Pathways to meet the requirements of the Land Use Management Plan.
2. Provide appropriate guidelines about conservation, recreation, and resource management.
3. Ensure compliance with the Teton County Land Development Regulations with respect to the Munger Mountain Parcel
4. Provide oversight through the Teton County/Jackson Parks and Recreation Department, to provide oversight and collaborative communication with partners identified in the Teton County Munger Mountain Land Use Management Plan, specifically the Jackson Hole Land Trust and the Friends of Pathways. Teton County will also cooperate and collaborate with the Snake River Ranch to ensure the ongoing agricultural uses of the Munger Mountain Parcel.
5. Hold an annual meeting in the winter months to evaluate the actions and practices implemented on the Munger Mountain Parcel and ensure compliance with the Teton County Munger Mountain Land Use Management Plan and the Special Use Lease issued by the State of Wyoming. This will include, but is not limited to, the review of weeding practices, the effectiveness of weeding treatments, and working relationships involving weed control.

**B. The Jackson Hole Land Trust agrees to:**

1. Take responsibility for stewardship aspects of the property, including ensuring the property maintains the identified wildlife habitats identified in the Munger Mountain Land Use Management Plan.
2. Create a monitoring plan and conduct yearly monitoring visits to the property. These visits will include taking photos from key points, recording conditions of key resources, and identifying any issues that arise.
3. Solicit, fund, and execute a contract with Intermountain Aquatics for year one through three noxious weed management of the Munger Mountain Parcel. The parties will evaluate and determine how to proceed with subsequent years, and this MOU applies to the first three years of the Special Use Lease.
4. With coordination with Teton County/Jackson Parks and Recreation Department, schedule the work to be performed by Intermountain Aquatics through October 31, 2028.
5. With coordination with Teton County/Jackson Parks and Recreation Department, identify weed treatment areas, effective timing windows, and appropriate treatment options.
6. With coordination with Teton County/Jackson Parks and Recreation Department, identify partners to map treatment, and at the end of each season, to show coverage by treatment window.

**C. The Friends of Pathways agree to:**

1. To give advice to the Teton County/Jackson Parks and Recreation Department on improving trails and access to trails on the Munger Mountain Parcel.
2. Perform tasks in support of trail maintenance, improvement, and responsible use of the trail system. Conduct routine maintenance on all system trails, including clearing downfall, cleaning drainage, brushing, sight distance clearing, bridge construction and maintenance, maintenance of enhanced features on the downhill trails, weed mitigation, and rehab of old trails. This work will be identified and supported as noxious weed mitigation progresses during the

three-year period.

3. Provide outreach to engage the community and volunteer organizations in stewardship of trails on public lands, including promoting understanding of trail system goals, trail maintenance, weed control, and management needs. Recruit and help coordinate local volunteer contributions for the trail system.
4. Install and maintain trail counters to gather visitor use data. Compile and analyze data as necessary.
5. Maintain communications about trail conditions and use of trails via social media, and respond to trail maintenance requests collected via the FoP website as public use increases during the next three years.
6. Create and distribute free maps of local trails and pathways when noxious weed control is completed, and stakeholders agree public access warrants it.

**D. All of the parties agree**

1. Explore revenue-generating opportunities to support activities, including but not limited to management, resource protection, research, interpretation, and maintenance activities related to resource protection and recreation management.
2. Appoint committees as deemed necessary.
3. Plan, hold, and attend at least one annual public meeting.
4. TERM. The term of this MOU shall be three (3) years from the date last signed by the Partners. At the termination of the agreement, all or part of the Partners may agree upon an extension.
5. TERMINATION. Any party or parties, in writing, may terminate the instrument in whole or in part by doing so in writing at any time before the date of expiration.
6. JOINT REVIEW. A joint review of this agreement by all Partners shall be

undertaken at least annually.

7. **NON-FUNDING OBLIGATING DOCUMENT.** This instrument is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by the appropriate statutory authority. This instrument does not provide such authority.
8. **MODIFICATION.** Changes within the scope of this instrument shall be made by the issuance of a written modification executed by all cooperators.
9. **SOVEREIGN IMMUNITY.** Teton County does not waive sovereign immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it pursuant to Wyoming Statute §1-39-104(a) and all other laws.

**Teton County/Jackson Parks and Recreation Department**

\_\_\_\_\_  
Date: \_\_\_\_\_

Tyler Florence, Director

**Affirmed by the Teton County Board of County Commissioners**

\_\_\_\_\_  
Date: \_\_\_\_\_

Mark Newcomb, Chair,  
Teton County Board of County Commissioners

Attest:

\_\_\_\_\_  
Date: \_\_\_\_\_

Maureen E. Murphy  
Teton County Clerk

**Jackson Hole Land Trust**

\_\_\_\_\_  
Date: \_\_\_\_\_

Max Ludington, President

**Friends of Pathways**

\_\_\_\_\_  
Date: \_\_\_\_\_

Katherine Dowson, Exec. Director

STATE OF WYOMING  
BOARD OF LAND COMMISSIONERS

## SPECIAL USE LEASE

(1) **PARTIES** - The parties of this lease are: TETON COUNTY BOARD OF COMMISSIONERS

whose address is P.O. BOX 3594 JACKSON, WY 83001 (Lessee), and the Wyoming Board of Land Commissioners, (Lessor), whose address is Office of State Lands and Investments, 122 West 25th Street, Suite W103 Cheyenne, Wyoming 82002-0600.

In the event that the addresses listed above change, the party whose address has changed shall immediately notify the other party to the lease in writing.

(2) **PURPOSE OF LEASE** - The Lessor hereby leases to Lessee, for the purpose of RECREATIONAL ACTIVITIES, HABITAT ENHANCEMENT AND TWO PARKING AREAS only, the following described lands, subject to all terms, conditions, regulations, and restrictions contained in this lease, the Statutes of the State of Wyoming, and the Rules and Regulations of the Board of Land Commissioners. Any other use by Lessee is a violation of the terms and conditions of the lease.**DESCRIPTION:**

All of Section 36, Township 39 North, Range 74 West, 6<sup>th</sup> P.M., Teton County, WY

(3) **TERM OF LEASE** - The term of this lease shall begin at 5:00 P.M. on the 1<sup>ST</sup> day of August 2024, and terminate at 5:00 P.M. on the 1<sup>ST</sup> day of August 2059.(4) **RENTAL PAYMENT** - The lessee shall pay to the Lessor at the Office of State Lands and Investments, Herschler Building, Cheyenne, Wyoming, a rental for the use of the premises in the amount and manner as follows:

\$75,000.00 PER YEAR, ADJUSTED ANNUALLY BY 3.50% TO OFFSET INFLATIONARY PRESSURE BASED ON A TEN (10) YEAR WEIGHTED AVERAGE OF THE U.S. CONSUMER PRICE INDEX (CPI) AND SUBJECT TO FIVE (5) YEAR RENTAL REVIEWS

Annual rentals are due and payable on or before the anniversary date of this lease. If the annual rental is not paid on or before the anniversary date a 10% late fee will be assessed.

(5) **LESSEE'S RESPONSIBILITIES** - Lessee Agrees:

- (a) Not to take or disturb any fur bearing animals on the premises except where a permit to do so has been secured from the Wyoming Game and Fish Commission and consent thereto has also been obtained from the Office of State Lands and Investments.
- (b) To observe state and federal laws and regulations for the protection of fish and wildlife.
- (c) Not to cut, destroy or remove, or permit to be cut, destroyed or removed, any timber that may be upon the premises. The Lessee shall promptly report to the Lessor the cutting or removal of timber by other persons.
- (d) To maintain all improvements located on the premises in a good state of repair at the Lessee's expense.
- (e) Noxious weeds and pests will be controlled by lessee. Lessee shall consult with the existing grazing lessee to ensure weed management practices do not negatively impact any livestock or the administration of the grazing lease.
- (f) To dispose of all waste in a proper manner and not to allow debris, garbage, contaminants or other refuse to accumulate on the leased premises. Any landfill or open dump operated by the Lessee on the leased premises, must be permitted by the Board and must comply with State law and the rules and regulations of the Department of Environmental Quality. Any landfill, open dump, accumulation of debris, garbage, contaminants or refuse of any kind which the Lessee placed, or allowed to be placed, on the leased premises, and which has not been authorized by the Board, must be removed at the Lessee's expense. Lessee further agrees that the Lessor shall have the right to remove debris, garbage, contaminants, or other refuse which the Lessee placed on the premises and collect the cost of such removal from the Lessee. The Lessee further agrees to document and report, as soon as possible, to the Office any unauthorized dumping of debris, garbage, contaminants, or other refuse on the leased premises, by parties other than the Lessee, so that appropriate investigation and corrective measures can be taken by the Lessor.
- (g) Lessee shall restore the leased premises to as near its original condition as possible upon termination of this lease or any renewal thereof.
- (h) Lessee to provide proper signage identifying the special use lease number on the site.
- (i) Lessee shall not maintain any access points on the parcel between September 10<sup>th</sup> and June 30<sup>th</sup> each year to promote undisturbed winter wildlife habitat.
- (j) Lessee shall furnish to the Office a progress report by the anniversary date of the lease each year detailing completed and ongoing habitat improvements, weed mitigation efforts, annual public use estimates and other improvements. If any trails are expanded or created, an updated trail map shall be included in the progress report.

(6) **SPECIAL PROVISIONS:**(a) **RESERVATIONS** - Lessor Reserves:

- (1) The right to order the sale of all or any portion of the premises at any time, subject to this lease.
- (2) The right to lease and dispose of all coal, oil, gas, and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes, and all timber, together with the right to mine and remove such minerals and other deposits and timber with the right of ingress and egress thereto, and to cancel this lease as to any portion of the premises when required for these purposes.
- (3) The right to hold, sell, appropriate or otherwise dispose of any fences or other improvements of any character owned by the Lessee upon the premises, to insure the payment of rentals, damages or other expenses accruing to the Lessor by virtue of this lease.
- (4) The right to enter in and upon the premises at any time for purposes of inspection or management.
- (5) The right at any time to grant easements across the premises for ditches, canals, tunnels, telephone and telegraph lines, pipelines, power lines, or other lawful purposes, with right of ingress and egress thereto.
- (6) The right to use or lease the premises or any part thereof at any time for any purpose other than the rights and privileges granted by this lease.
- (7) The privilege of any person to use the premises for casual recreational day uses, fishing and hunting pursuant to Chapter 13 of the Rules and Regulations of the Board of Land Commissioners.
- (8) All rights not expressly granted to Lessee by this lease are reserved to the Lessor.

(b) **ASSIGNMENTS** - This lease shall not be assigned without the prior approval of the Lessor. Any assignment of this lease shall be recorded in the Office of State Lands and Investments.

(c) **SUBLEASES** - The premises shall not be subleased or made subject to any contract, or other agreement of any kind, without the approval of the Lessor. Such approval may be conditioned upon payment of additional rental to the Lessor.

(d) **IMPROVEMENTS** -

(1) Lessee shall have the right to construct or make improvements upon state lands in the amount of \$4,000.00 per section, without first obtaining permission.

(2) Lessee shall request permission to construct or make improvements in excess of \$4,000.00 in value per section by submitting a completed application form furnished by the Office.

(3) Any improvement regardless of value, which will restrict existing public access or alter existing multiple use of the lands must be approved by the Board of Land Commissioners.

(4) Unless permission has been obtained in the manner provided, the owner of the improvements in excess of the \$4,000.00 per section shall not be entitled to compensation as provided by W.S. 36-5-111 and 36-9-105, and upon expiration of the lease the improvements shall forfeit to and become the property of the state; except that within 120 days from the date of the expiration of the lease, the owner may remove such improvements in a manner which minimizes injury to the land.

(5) Lessee shall work in good faith with the existing grazing lessee to ensure improvements of any value placed on the property, including habitat improvements, trail improvements or expansions, and fencing whether permanent or temporary, do not substantively impair the administration of the grazing lease.

(6) Lessee shall not be authorized to cut, construct or create new trails on the NE4 of the property at any time.

(7) Lessee may extend and improve existing trails in the S2 and NW4 of the property for the purpose of creating connections to adjacent Nation Forest trails only.

(e) **ENTRY UPON LEASED PREMISES BY THIRD PARTIES** - Third parties desiring to enter upon the leased premises shall contact the lessee prior to entry, unless it is a member of the Board of Land Commissioners or its representatives or a member of the public when entering for purposes of hunting and fishing and casual recreational use pursuant to provisions of Chapter 13 of the Rules and Regulations of the Board of Land Commissioners. For all entries by third parties, the lessee may negotiate a payment for damage to the surface of the leased premises, pursuant to Chapter 4, Section 13. Payments must be consistent with payments for damages to adjacent lands.

(f) **CANCELLATION** - If it be determined by the Lessor that this lease has been procured by fraud, deceit, or misrepresentation, or if the premises or any part thereof be used for unlawful, unauthorized, or illegal purposes, or if the Lessee fails to perform or violates any of the terms of this lease, the Lessor shall have power and authority to cancel this lease.

(g) **SURRENDER OF PREMISES UPON TERMINATION OF LEASE** - The Lessee shall, upon termination of this lease, surrender and deliver unto the Lessor the peaceful and uninterrupted possession of the premises. The Lessee may remove his improvements in accordance with W.S. 36-5-110.

(h) **TIME AND SPECIFIC PERFORMANCE** are each of the essence of this lease, and all agreements and conditions herein contained shall extend to and be binding alike upon the heirs, administrators, successors and assigns of the parties hereto.

(i) **RELIANCE** - The Lessor has expressly relied on the representations made by the Lessee in the written application to lease the premises.

(j) **EXCHANGE** - The lease is granted upon the express condition that should the Lessor hereafter find it to be in the best interest of the Lessor to exchange the lands embraced in this lease for other lands, as provided by law, then this lease may be terminated upon giving the Lessee one (1) year's notice, unless by mutual consent of the Lessor and the Lessee, an earlier date of termination may be fixed.

(k) **BUY-OUT BY LESSOR** - The Lessor shall have the right to purchase back from the Lessee all the rights and interests granted to the Lessee by this lease for any portion of the premises at any time by paying to the Lessee the fair market value of those rights and interests for the remaining term of the lease.

**(7) GENERAL PROVISIONS.**

(a) **NOTICES** - All notices arising out of, or from, the provisions of this lease shall be in writing and given to the parties at the address provided under this lease, either by regular mail, or delivery in person.

(b) **EFFECT OF CHANGE IN LAW** - The rights and responsibilities of the Lessee under this lease which are granted or imposed by the Statutes of the State of Wyoming or rules and regulations of the Board of Land Commissioners, are subject to change during the term of this lease as a result of the adoption, amendment, or repeal of statutes or rules.

(c) **COMPLIANCE WITH LAWS** - The Lessee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this lease.

(d) **APPLICABLE LAW/VENUE** - The construction, interpretation and enforcement of this lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this lease and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

(e) **ENTIRETY OF LEASE** - This lease contains the entire contract between the parties and supersedes all prior negotiations, representations, leases or other contracts, either written or oral. This lease cannot be changed except by a written instrument subsequently executed by the parties or included in the body of the lease and signed by the parties.

(f) **INDEMNITY** - The Lessee shall release, indemnify, and hold harmless the State, the Lessor, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of this lease.

(g) **SOVEREIGN IMMUNITY** - The State of Wyoming and the Lessor do not waive sovereign immunity by entering into this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to W.S. 1-39-104(a) and all other state law.

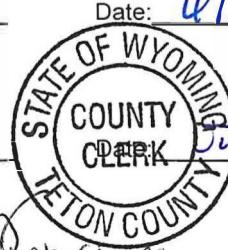
(h) **WAIVERS** - The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that Lessor may have regarding that specific term or condition.

(i) **EXTENUATING CIRCUMSTANCES**: In the event circumstances arise for whatever reason which creates the impossibility of continuing the lease, it may be canceled by either party upon written notice. Neither party shall be liable for failure to perform under this lease if the failure is based upon the extenuating circumstances. Lessor reserves the right to determine whether circumstances create an impossibility. A partial refund of the annual payment may be made on a case-by-case basis.

**(8) SIGNATURES** - IN WITNESS THEREOF, the parties to this lease through their duly authorized representative have executed this lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this lease.

LESSOR: THE STATE OF WYOMING  
BOARD OF LAND COMMISSIONERS

BY: Stacia Berry  
Deputy Office of State Lands and Investments



LESSEE: Mal Nak  
Teton County Board of Commissioners

Attested by: Maureen Murphy  
Maureen E Murphy, Teton County, Inc.

Date: 6/20/2025

June 5, 2025

**ACTION:** CONSIDER APPLICATION FOR SPECIAL USE LEASE

**AUTHORITY:** Wyoming Statute § 36-5-114;  
Board of Land Commissioners' Rules and Regulations,  
Chapter 5, Section 3

Type of Use: Recreational Trail System, Parking Areas, and Wildlife Habitat Improvement

Lease No.: SU-1119

Applicant: Teton County Board of Commissioners

County: Teton

Acres: ± 640

Description: Section 36, Township 40 North, Range 117 West, 6<sup>th</sup> P.M.

Improvements: Trail system, two (2) parking areas and signage. The value of the improvements is estimated at \$5,000.00.

Recommended Rental: \$75,000.00 per year, adjusted annually by three and one-half percent (3.50%) to off-set inflationary pressure based on a ten (10) year weighted average of the U.S. Consumer Price Index (CPI).

Recommended Term: August 1, 2024 to August 1, 2059  
(35 Years)

Discussion: The Teton County Board of Commissioners ("Teton County") has applied for a special use lease for a recreational trail system, two (2) parking areas, and wildlife habitat improvement. The intent of the lease is to preserve year-round recreational opportunities by creating new recreational trails and enhancing existing trails that will connect to the adjacent United States Forest Service, Bridger-Teton National Forest ("BTNF") trail system. Teton County also intends to improve wildlife habitat through noxious weed management and strategic trail development and usage.

Teton County has established, and the Office of State Lands and Investments ("OSLI") has reviewed, the Munger Mountain Land Use Management Plan ("Management Plan"), attached as Exhibit A. The Management Plan provides direction by which the leased area will be improved and utilized. It details two (2) main focus points for activities within the leased area:

(1) Recreation and Public Access.

Improve established trails and create connections to the adjacent BTNF trail system. Improve and expand of two (2) public access points/parking areas. And, restrict and reclaim specific trails to enhance wildlife habitat.

(2) Wildlife Habitat.

Noxious weed control to enhance vegetative quality and wildlife habitat. Consult and work with the grazing and agricultural lessee to convert existing fencing to wildlife friendly fencing.

While Teton County will hold and enforce the terms of the lease, management of the leased area will be done in partnership with nonprofit partners, including but not limited to the Jackson Hole Land Trust and Friends of Pathways.

On June 4, 2009, the Board of Land Commissioners ("Board") approved closure of all roads on the parcel with the exception of a two-track road that leads to an established parking area, and approved a seasonal closure from September 10 through June 30 of each year to secure elk habitat (Board Matter H-3). The Board later reaffirmed the closures through Board Order 2013-1 on April 11, 2013 to remain consistent with Wyoming Statute § 36-2-107(b).

The Management Plan includes largely the same closures as those approved by the Board in 2009, but also provides that Teton County will manage all recreational use and needed closures while the lease is active through the Management Plan. Upon review of the Management Plan, OSLI is recommending the closures imposed by the Board in 2009, and reaffirmed through Board Order 2013-1, be rescinded. And the Board subsequently restrict public recreational uses of the leased area inconsistent with the Management Plan.

Snake River Ranch, LLC is the current surface lessee on the parcel of state trust land for which Teton County has submitted the application for a recreational trail system, parking areas, and wildlife habitat improvement. Teton County contacted the surface lessee and obtained consent for the project.

It has been determined that the special use lease application site does not fall within sage grouse core habitat.

**DIRECTOR'S RECOMMENDATION:**

The Director recommends that the Board approve the above-described application for special use lease for a term of thirty-five (35) years with an annual rental of \$75,000.00, adjusted annually by three and one-half percent (3.50%) to off-set inflationary pressure, and the lease shall be subject to five (5) year rental reviews. The Director further recommends that Teton County be required to place a sign on the site identifying the special use lease number. Approval of the application is not to be considered approval of the applicant's estimated value of improvements.

Additionally, the Director recommends the Board rescind its closures put in place on June 4, 2009 (Board Matter H-3), and reaffirmed through Board Order 2013-1. The Director further recommends the Board restrict public recreational uses inconsistent with the Munger Mountain Land Use Management Plan in order to protect the lands and assets from resource damage. Any general public recreational use not specifically identified within the Munger Mountain Land Use Management Plan, and not in violation of Chapter 13 of the Board of Land Commissioners' Rules and Regulations, are not subject to this closure/restriction.

**BOARD ACTION:** \_\_\_\_\_

## Exhibit A

### Teton County Munger Mountain Land Use Management Plan July 24, 2024

Teton County's Munger Mountain Land Use Plan is intended to guide the future use and management of the property as part of Teton County's lease with the Wyoming Office of State Lands and Investments. Key goals that guide this plan include the protection of agriculture, enhancement of recreational values, and conservation of critical migration and winter range habitats for ungulates.

This plan designates key areas for recreational trail improvements, public access, as well as areas designed to have minimal organized recreational use.

#### **Agricultural Use**

This management plan prioritizes compatibility with the existing grazing lease on the property. All actions are designed to minimize impacts to the agricultural lessee on the property.

#### **Recreation/Public Access**

The Munger Mountain parcel already provides significant recreational opportunities and has an established trail network. The recreational portion of the management plan is designed to improve trail use on an existing network of trails while minimizing formal trails in the Northeast half of the property to improve recreational hunting opportunities, particularly for big game. Planned trail maps are included in Appendix A of the management plan. This plan prioritizes:

1. Formalizing and improving a more sustainable trail design for the southern and western portions of the property. Local non-profit Friends of Pathways, will take the lead on trail design recommendations for county approval, mobilizing paid and volunteer labor to construct the trails, and conducting annual trail maintenance and stewardship. Trails will be built using the same standards as nearby trails on the Bridger-Teton National Forest and minimize impacts to wildlife and agricultural operations. Three trail bridges have been identified for construction and are noted in Appendix A.
2. Creating connections to trails on adjacent USFS lands. Two formal connections are anticipated and will be constructed pending formal review/approval by Bridger Teton National Forest.
3. (R)establishing public access points. Two access points will be improved and/or expanded to allow safe parking on the Munger Mountain parcel, pending approval by Teton County. These will be small access points with no services beyond parking

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R.C.B.*

spaces and trail connections. Improvements may include equipment work, fill, grading, and resurfacing of the parking area, along with a small amount of way finding/orienting signage. Improvements will be made with the goal of maximizing user safety rather than increasing the capacity of the lots. Teton County will not maintain these parking areas in the winter (i.e., no snow plowing). Given that portions of the parking areas fall within the county road right of way, all improvements are pending appropriate approvals by Teton County Road and Levee.

4. Restricting formal trails within areas that prioritize big game hunting, wildlife habitat, and agricultural production. Physical or visual barriers, including signage, will be utilized to dissuade formal trail use on unimproved trails, and reclamation may occur on user created trails that are not essential for agricultural purposes and that are degrading resource quality. Some trails will simply be blocked to dissuade formal use by bikes and will be left unmaintained instead of being reclaimed.
5. Access and recreational use of the parcel will be managed by Teton County and be consistent with the map in Appendix A. There shall be a seasonal restriction from September 10 through June 30 of each year to limit disturbance of migrating and calving elk herds. Additionally, all roads with the exception of the Fall Creek County Road will remain closed to motorized vehicular use. Trail use will be restricted to the level indicated on the map in Appendix A. All other general recreational activities as identified within the Board of Land Commissioners' Rules and Regulations, Chapter 13, and not restricted above, are hereby authorized. Any changes to these restrictions will be at the discretion of Teton County and may only be authorized through amendment of this Management Plan!

## **Wildlife Habitat**

The Munger Mountain parcel is critically located in and adjacent to a major elk migration corridor in addition to providing important habitat for moose. This management plan prioritizes maintaining and enhancing this habitat for the benefit of Wyoming's big game populations and recreational opportunities to view and hunt these species.

1. The formal recreational trails network is located on the edges of critical habitats and is designed to minimize impacts on crucial habitats.
2. The property will undergo invasive weed control efforts. These efforts will commence as soon as possible and will be conducted annually.
3. Efforts will be made to enhance elk habitat by restoring native vegetation. These efforts will be completed in consultation with the agricultural lessee as they may necessitate the construction of temporary exclusionary fences.

4. No new permanent fencing will be constructed as part of the management plan and efforts will be made to work with the agricultural lessee to make any new fences or conversions wildlife-friendly.
5. No disturbances to native vegetation will occur except as necessary to fulfill the agricultural, recreation-public access goals.
6. The Jackson Hole Land Trust will provide annual monitoring of these conditions via in-person and remote monitoring.

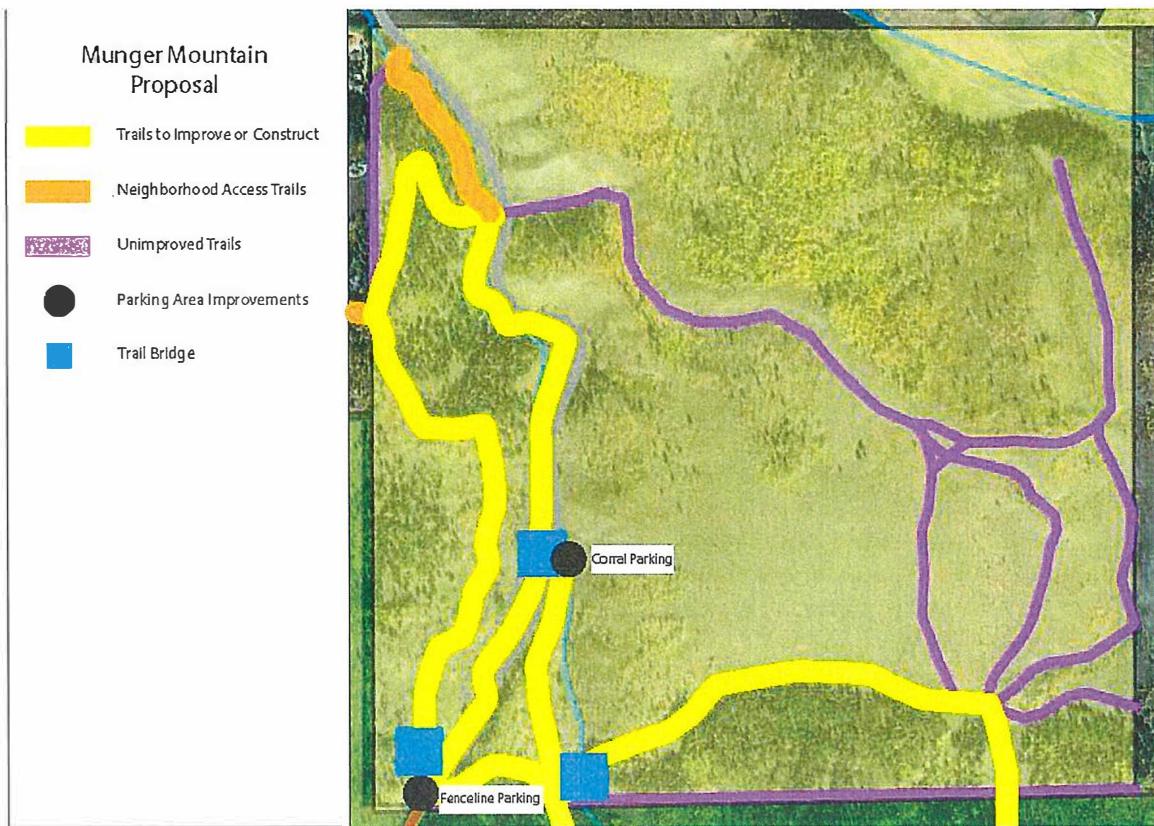
### **Phasing**

1. Weed Control and planning- immediate efforts will be made to control the existing noxious weed issues on the property. These efforts will be led by Teton County Weed and Pest and/or private contractors and may need several years of aggressive mitigation before a more regular cycle of annual maintenance. Trail construction will proceed when weeds have been sufficiently mitigated so new trail users do not spread weeds across the Munger parcel and onto adjacent BTNF lands. Trail design, permitting adjacent/connecting trails with USFS, finalizing trailhead improvement plans, and designing/locating habitat improvement projects will occur in advance of trail construction.
2. Construction and implementation- once all necessary planning has occurred, the buildout of access points and the trail network will take place. Similarly, once all weed control efforts have occurred and restoration design has been completed, habitat improvements will be undertaken in coordination with the agricultural lessee.
3. Monitoring and maintenance- regular monitoring of the trail network will occur via Friends of Pathways and regular monitoring of habitat and surface disturbances will occur via Jackson Hole Land Trust. Maintenance of each of these components, along with regular weed control, will take place throughout the duration of the lease.

### **Partnerships and Funding**

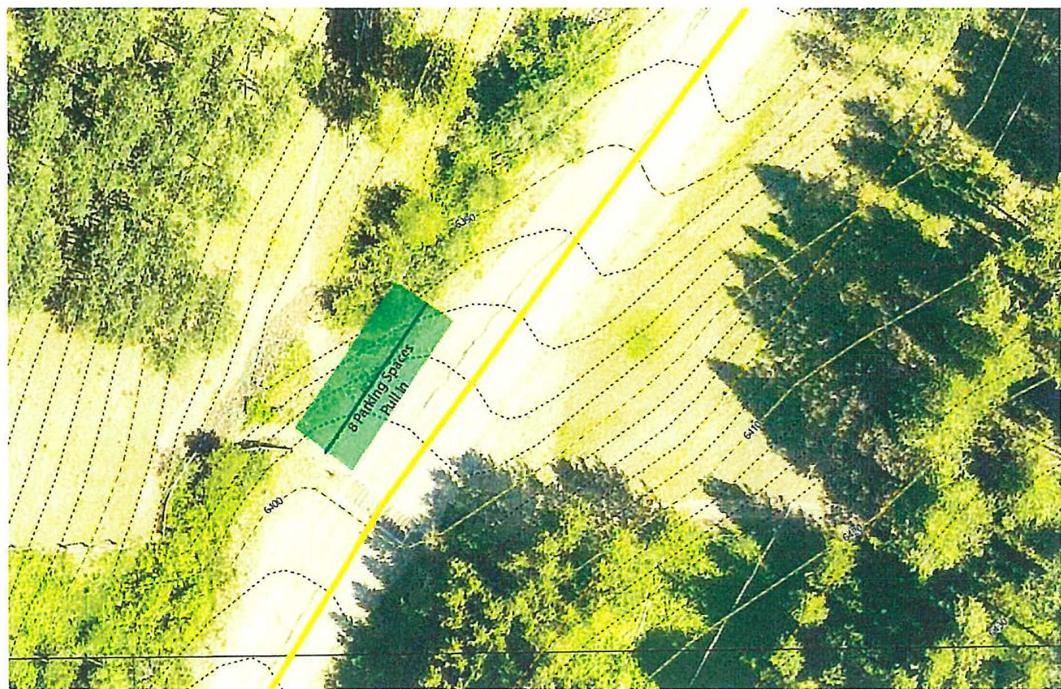
This proposal was the result of substantial collaboration between Teton County, local residents, state and federal agencies, and local nonprofit partners. The management of the property within the terms of this lease will similarly rely on collaborators. While Teton County will hold and enforce the lease terms, a number of nonprofit partners will have responsibilities for maintaining and improving the property. Similarly, while Teton County will provide the bulk of the project funding, nonprofit partners will be responsible for raising philanthropic and grant funds to execute many of the project goals.

## Appendix A: Proposed Trail Design



## Appendix B: Proposed Parking Area Designs

### Fenceline Parking Area

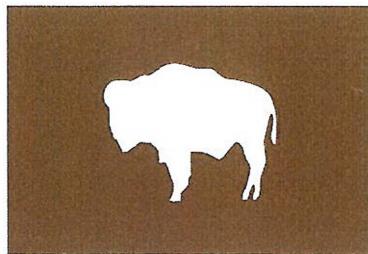


### Corral Parking Area



WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307-777-7331  
Fax: 307-777-3524  
slfmail@wyo.gov



MARK GORDON  
Governor

JENIFER E. SCOGGIN  
Director

WYOMING BOARD OF LAND COMMISSIONERS

**Board Order 2024-2**

August 1, 2024

Re: Closure to public recreational use inconsistent with the Munger Mountain Land Use Management Plan, pursuant to Board Matter E-12, August 1, 2024, for the purpose of protecting public health and safety.

Pursuant to Wyoming Statute § 36-2-107 and the Board of Land Commissioners' Rules and Regulations, Chapter 13; Public Hunting, Fishing and General Recreational Use, the Wyoming Board of Land Commissioners hereby institutes a closure/restriction on the following lands prohibiting public recreational uses inconsistent with the Munger Mountain Land Use Management Plan in order to protect the lands and assets from resource damage. Any general public recreational use not specifically identified within the Munger Mountain Land Use Management Plan, and not in violation of Chapter 13 of the Board of Land Commissioners' Rules and Regulations, are not subject to this closure/restriction. A copy of the Munger Mountain Land Use Management Plan can be found by contacting the Teton County Board of Commissioners and at the Wyoming Office of State Lands and Investments. Violation of this order is punishable under Wyoming Statute § 36-2-107(b). This Order shall be effective immediately and shall remain in effect until amended or rescinded.

**Section 36, Township 40 North, Range 117 West, 6<sup>th</sup> P.M., ALL**

Executed this \_\_\_\_\_ day of August, 2024.

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Mark Gordon, President  
Board of Land Commissioners